

*7/24/99*  
**FirstEnergy**76 South Main St.  
Akron, Ohio 44308

330-384-5151

January 26, 1999

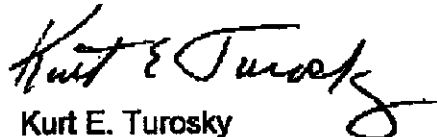
The Public Utilities Commission  
of Ohio  
Attention: Docketing Division  
180 East Broad Street  
Columbus, OH 43266-0573

SUBJECT: Case No. 98-700-EL-ATA  
Case No. 89-6006-EL-TFR

Attached please find the Polymer Growth Fund Program Tariffs (Sheet No. 76) and Table of Contents approved by the Public Utilities Commission of Ohio on January 14, 1998, for The Ohio Edison. Please file in each case docket above.

The required-original and copies will be sent via overnight mail.

Sincerely,



Kurt E. Turosky  
Director, Pricing  
and Regulatory Affairs

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
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## POLYMER GROWTH FUND PROGRAM

### Availability

Available to customers served under General Service-Secondary Voltages, (Rate 21), General Service-Large, (Rate 23), or General Service- High Use Manufacturing (Rate 28) which either produce rubber and plastic raw materials (Primary SIC of 28XX), or process them (Primary SIC of 30XX). In addition, customers electrical annual kWh usage must equal or exceed 1,600,000 kWh per location.

The revised conditions of the Polymer Growth Fund Program shall be applicable retroactively to those customers currently participating in the Program.

### Program Description

The Company will accumulate a portion of the customer's monthly bill in an internal Company fund. The Customer may then use the fund for grants to implement certain changes in their processes, or applications to achieve greater productivity through use of electrotechnologies, or energy savings per unit of output through efficient electrotechnologies. This will foster the creation and retention of jobs within the Company's service territory and the state of Ohio.

### A. Definitions

1. "Polymer Growth Fund" -- The fund created by the Company by crediting the equivalent of ten percent (10%) of the electricity billings of the Customer if billed on Rate 21 or Rate 23 and five percent (5%) of the electricity billings of the Customer if billed on Rate 28 as specified in Section B.
2. "Resource Funds" -- The amount credited to the Customer's Polymer Growth Fund account.
3. "Qualified Project" -- An opportunity identified and presented by the Customer to the Company on the Polymer Growth Fund Customer Information form, attached to the Polymer Growth Fund Agreement. The opportunity must meet the minimum requirements established in Section B.1 and must be approved in writing by the Company for participation in the Polymer Growth Fund Program.
4. "Customer Location" -- The physical location of the facility owned by the Customer where the Qualified Project will be constructed or installed. The location must be

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physically within Company's certified territory and served with electricity provided by the Company.

5. "Polymer Growth Fund Agreement" – The standard contract entered into between Customer and the Company for administration of the Polymer Growth Fund Program.

#### **B. Qualified Projects and Resource Funds**

1. In order to access Resource Funds, the Customer will work with the Company to identify a priority list of potential projects. All such projects must be submitted to the Company for pre-approval on the Polymer Growth Fund Program Customer Information form. The Customer understands and agrees that the Company and the Customer must mutually agree on the suitability of any subsequent electrotechnological project before it is eligible for participation in the Polymer Growth Fund Program. At a minimum, the Company requires projects to be for the installation of electric production-related equipment that will either (a) encourage job retention or growth related to acquisition and operation of electric equipment, (b) enhance productivity through the use of electrotechnologies, or (c) reduce energy consumed per unit of output through the application of efficient electrotechnologies. In addition, the customer must be financially solvent and credit worthy.
2. In the event a Qualified Project is not completed before the expiration or other termination of Polymer Growth Fund Agreement, then all Resource Funds previously disbursed from the Polymer Growth Fund to or on behalf of the Customer for that Qualified Project shall be immediately returned to the Company together with per annum interest at the then current prime lending rate accruing from the date of such disbursement until the date of such payment.
3. The Customer agrees that a disbursement from the Polymer Growth Fund may only be used for the Qualified Project at the specific Customer Location for which the disbursement was made.

#### **C. Polymer Growth Fund**

1. Resource Funds will be available to wholly or partially fund Qualified Projects, subject to the limitations noted herein, through the creation of a Polymer Growth Fund. The Company will create the Polymer Growth Fund by crediting to a Company-held internal account the equivalent of 10% (Rate 21 and Rate 23) or 5% (Rate 28) of the Customer's billings for electricity at the Customer Location during either the first sixty (60) monthly billings after the effective date of the Polymer Growth Fund Agreement or the last billing

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before December 31, 2001, whichever occurs first. In no event will Resource Funds be credited after December 31, 2001.

2. The balance of the Resource Funds will be reflected in a quarterly statement of account that will be sent to the Customer. The Resource Fund balance will not be reflected on the monthly electric bill.
3. Upon the Customer's request, Resource Funds will be disbursed on the Customer's behalf for a Qualified Project at the Customer Location on or before December 31, 2006 in accordance with the following provisions:
  - a. Resource Funds shall be eligible for disbursement by the Company upon presentation to the Company of a signed contract for work to be done on a Qualified Project.
  - b. Resource Funds will be disbursed, to the extent of the balance of the Polymer Growth Fund existing at the time of disbursement, upon the presentation of an invoice for work completed at the Customer Location on the Qualified Project.
  - c. The initial disbursement of Resource Funds will be permitted only after the Customer has participated in the Polymer Growth Fund Program for a minimum of one year. After that one year period, the Customer may request a disbursement only once per contract year.
4. The Polymer Growth Fund will be held internally by the Company and will be the property of the Company until officially disbursed pursuant to this tariff. The Customer forfeits all unused Resource Funds in their Polymer Growth Fund account remaining on January 1, 2007. Any unspent Resource Funds remaining in the Polymer Growth Fund upon expiration or other termination of this tariff will remain the sole property of the Company.

#### **D. Simultaneous Participation in Multiple Programs Prohibited**

1. Existing Customer Locations shall have the option, for incremental loads that otherwise qualify for Special Arrangements for Economic Development ("SAED"), to participate in SAED for the incremental (new) portion of the load, and to accumulate Resource Funds related to the base (existing) load at the same time. In no case will more than one program, (for example: Polymer Growth Fund and SAED, Polymer Growth Fund and Real Time Pricing, or Polymer Growth Fund and Interruptible program), be available to the same portion of the Customer's electrical load or usage.

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2. Customer Locations new to the Company's service area shall have the option to participate in either the Polymer Growth Fund Program or, assuming its load qualifies, in SAED. New Customer Locations may not simultaneously participate in both SAED and the Polymer Growth Fund.

#### **E. Cancellation and Other Termination**

1. The Customer agrees to remain current on their electric bill in accordance with the terms and conditions of the rate tariff under which the Customer is served. If the Customer fails to do so, Ohio Edison shall have the option, at its sole discretion, to cancel the Polymer Growth Fund Agreement. In the event of such termination, the Customer forfeits all Resource Funds accumulated in their Polymer Growth Fund account.
2. **NOTE: The electric industry is in the process of restructuring and that alternative electricity supply options are or may become available during the term of the Polymer Growth Fund Agreement.** Nevertheless, in order for the Company to recover the investment made in the Customer's facilities, service under this tariff is subject to the following provisions. The Customer will acquire for the Customer Location all of its requirements for electric service, including without limitation electric energy and electric power, from the Company under an applicable standard retail rate schedule (or other rate as agreed to by the Parties and, if required, approved by a regulatory authority) for (5) years from the date of the latest disbursement from the Polymer Growth Fund. If the Customer acquires electric service, or any component thereof, from a source other than the company, Customer will be required to reimburse the Company all Resource Funds previously disbursed within five years of the Customer's acquisition of electric service, or any component thereof, from a source other than the Company, together with per annum interest at the prime lending rate in effect on such date, with interest accruing from the date of disbursement to the date of such reimbursement. Customer will also forfeit any remaining Resource Fund balance in the Polymer Growth Fund. The Customer will not be required to reimburse disbursements that are more than five years old.

#### **F. Data Collection/Post Audits**

1. The Customer agrees to make available any and all information and records required to substantiate both the eligibility of a project and its actual performance, as directed or required by regulatory agencies. All information shall remain confidential between the parties for a period of one (1) year following disclosure or such longer period as the parties agree, except to the extent that it is requested by a court or regulatory agency of competent jurisdiction, or is the subject of a discovery request, in which case the Company will endeavor to release such information subject to a protective agreement.

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2. The Company reserves the right to perform or have performed pre- and post-project audits to assess productivity and energy efficiency. The Company also reserves the right to describe the project results in a case study in which the Customer will have the right to anonymity.

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