

## BEFORE FECEIVED-DOCKETING DIV THE PUBLIC UTILITIES COMMISSION OF OHJOMAY 16 PM 2: 27

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In the Matter of the Application for Approval of a Contract for Electric Service Between Ohio Power Company and Jason Incorporated dba Janesville Products.

Case No. 00-f57 -EL-AEC

### **APPLICATION**

- 1. Ohio Power Company (the Company), a public utility in the State of Ohio as defined by Section 4905.02 of the Ohio Revised Code, and subject to regulation by the Public Utilities Commission of Ohio (the Commission), pursuant to the provision of Section 4905.31 of the Revised Code, respectfully requests approval of its Contract for Electric Service with Jason Incorporated dba Janesville Products (the Customer). The Contract, including the Addendum (attached hereto as Exhibit A), utilizes the Company's existing GS-3 rate (attached hereto as Exhibit B) but provides for special billing reductions not otherwise provided for in the Company's rate schedules.
- 2. Jason Incorporated's plans call for constructing a 92,700 square foot building in Newcomerstown, Ohio. The Customer estimates 60 employees initially.
- 3. The building will require approximately 1,000 KW of load from the Company.
- 4. For purposes of this Contract, the Schedule of Charges provision of Schedule GS-3, as filed with the Commission, shall be revised for all monthly KW Demand, provided said KW Demand is equal to or greater than 500 KW.
- 5. The charges as filed for the KW Demand Charge, as specified in paragraph 4 above, shall be reduced by 15.7% for bills rendered during the 1<sup>st</sup> through 48<sup>th</sup> billing periods. This is to certify that the images appearing are an

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- 6. All other provisions of Schedule GS-3 as filed with the Commission shall apply to this Contract. Beginning upon the completion of the 48<sup>th</sup> monthly billing period following the effective date of the Contract, the demand charge reverts back to that of the then filed tariff.
- 7. Under these temporary special terms, this Contract will not have any adverse impact on the Company's other customers.

WHEREFORE, the Company requests the Commission issue an order approving said contract.

Respectfully submitted,

Marvin I. Resnik

American Electric Power Service Corporation

1 Riverside Plaza

Columbus, Ohio 43215

614-223-1606

Counsel for

**Ohio Power Company** 

Exhibit A

This Contract\* entered into this 28th day of February 2000, by and between Ohio Power Company, hereafter called the Company, and Jason Inc. dba Janesville Products, P O Box 349, 156 S. Norwalk Rd. Norwalk. Ohio 44857 or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Public Utilities Commission of Ohio, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at 401 Enterprise Drive, Newcomerstown, Ohio 43832.

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 1 year(s) from the time such service is commenced, and continuing thereafter until terminated upon 6 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be service install date.

The electric energy delivered hereunder shall be alternating current at approximately 12,470 volts, 4-wire, 3-phase, and it shall be delivered at customer deadends on customer pole.(see sketch on back) which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located company pole 263/213. Metered voltage is 12470 volts, (see sketch on back).

The Customer's contract capacity under the schedule named herein is hereby fixed at  $\underline{1000 \text{kW}}$ . If the Time-Of-Day provision is available under the schedule and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the schedule's minimum monthly billing demand. The amount of capacity requested during the off-peak period is  $\underline{n/a}$  KW.

The Customer hereby has selected and agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Schedule:

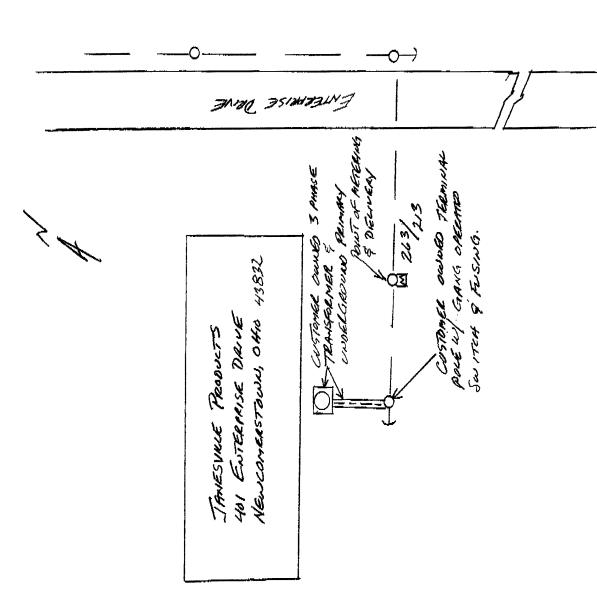
GS1	GS2-TOD	Unmetered Service Provision
—— GS2	Electric Space Heating	Recreation Lighting Provision
X GS3	Seasonal Agricultural Related Provision	Cogen/SPP
GS4	Energy Storage Provision	SBS
Time-Of-Day Provision		

as regularly filed with the Public Utilities Commission of Ohio, said schedule being selected by the Customer, as long as said schedule is in effect; and in the event said schedule is replaced by a new or revised schedule incorporating higher or lower rates than those stipulated in the aforementioned schedule, the Company will continue to furnish service as stipulated in the Contract and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service herein above provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred-to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

\*The parties agree to the Addendum attached hereto and made a part hereof.

OHIO ELEC	OHIO POWER COMPANY dba AMERICAN ELECTRIC POWER			JASON INCORPORATED dba JANESVILLE PRODUCTS			
Ву:	Daniel Q. Mangon	(Signature)	By:	Clias Foriez	(Signature)		
	David A. Mangon	(Print)		ELIAS GOMEZ	(Print)		
Title:	Business Services Manager		Title: Date:	VP Eugheering			
Date:	2.28.00	· · · · ·	Date.	- 1012010			



## ECONOMIC DEVELOPMENT RIDER ADDENDUM TO Janesville products

Service Agreement dated February 28, 2000

For the purpose of this Addendum, the Adjusted Monthly Billing Demand shall equal the Monthly Billing Demand as determined without this Addendum (Unadjusted Monthly Billing Demand) according to Schedule GS3 as filed with the Public Utilities Commission of Ohio (PUCO), less the product of the Qualifying Incremental Billing Demand and the applicable Demand Adjustment Factor from the table below. The Qualifying Incremental Demand shall be the amount by which the Unadjusted Billing Demand exceeds 0 kW/kVA, provided said excess demand is equal to or greater than 500 kW/kVA. In no event shall the Adjusted Monthly Billing Demand be less than the Minimum Billing Demand as specified in the applicable Schedule. The effective date of this Addendum shall be the later of: 1) filing of this Addendum with the PUCO, or 2) completion of the project initial start-up period, as mutually agreed to by the Customer and the Company. In no event shall the initial start-up period exceed twelve (12) months.

The charge, as filed, for the excess Peak Period Demand shall be reduced by the following amount:

BILLING MONTHS OF ADDENDUM	DEMAND ADJUSTMENT FACTOR
1 <sup>ST</sup> through 48 <sup>th</sup>	15.7%

PUCO rejection of the filing shall render this Addendum null and void as of the original effective date of the Addendum. In this event, the Customer shall promptly reimburse the Company for all demand charge adjustments received under this Addendum.

The PUCO, in accordance with PUCO Order in Case No. 99-773-EL-EAC, has ordered that the monthly billing demand discounts contained in this Addendum be attributed to the generation portion of the rate in Transition Plan unbundling process and that rates under this Addendum can not fall below the transition charge, if any, authorized by the Commission in the Company's Transition Plan proceeding. If, during the Market Development Period, rates adjusted in accordance with this Addendum fall below the approved transition charge, price adjustments will be made to comply with the PUCO's Order.

This Addendum may, at the Company's sole discretion, be rendered null and void at any time in the event that the principal business engaged in at the Customer's service location either (a) changes from Standard Industrial Classification (SIC) Major Group 2297, [or (b) fails to create and maintain a minimum of twenty (20) full-time equivalent jobs at the service location within one (1) year of the effective date of this Addendum.] All other provisions of Schedule GS3, as filed with the PUCO shall apply.

This Addendum shall terminate upon the completion of the 48<sup>th</sup> monthly billing period following the effective date of this Addendum, whereupon this Addendum shall be rendered null and void and all charges shall revert to Schedule GS3 on file with the PUCO as amended from time to time.

In no event will the Addendum period extend beyond December 31, 2005. Each party may avail itself of its respective rights in effect at the time of the expiration of the Addendum, including but not limited to, any rights provided pursuant to Chapter 4928, Ohio Revised Code, as enacted by Am. Sub. S.B. No. 3 and as may be amended from time to time. It is expressly agreed that the Customer has chosen, for the duration of this Addendum, to obtain all aspects of electric service, including generation, transmission and distribution service from the Company. The Customer may discontinue service under this Addendum prior to the termination date only by reimbursing the Company for all demand adjustments received under this Addendum.

## OHIO POWER COMPANY dba AMERICAN ELECTRIC POWER

JASON INCORPORTAED dba JANESVILLE PRODUCTS

Ву:	D. A. Mangon	Ву:	ELIAS ECHIET
Signature:	Da Mangon	. Signature:	Elius Floriez
Title:	Business Services Manager	Title:	VP Engineering
Date:	2-28-00	Date:	Fib/22/00

1st Revised Sheet No. 11-1 Cancels Original Sheet No. 11-1

P.U.C.O. NO. 16

### SCHEDULE GS-3 (General Service - Medium/High Load Factor)

### Availability of Service

Available for general service to customers with maximum demands greater than or equal to 10 KW but less than 8,000 KW (excluding the demand served by the Energy Storage Provision).

Monthly Rate		Demand	Excess KVA	Off-Peak	Energy	
Schedule	Service Voltage	Charge	Demand Charge	Excess Demand	Charge	Customer
Codes		(\$/KW)	(\$/KVA)	Charge (\$/KW)	¢/KWH	Charge (\$)
240,242	Secondary	11.62	4.00	2.14	0.659	24.00
244,246	Primary	10.51	4.00	1.55	0.640	100.00
248	Subtransmission	9.90	4.00	1.20	0.626	285.00
245	Transmission	9.25	4.00	0.63	0.616	560.00

### Minimum and Maximum Charge

Bills computed under the above rate are subject to the operation of Minimum and Maximum Charge provisions as follows:

- (a) Minimum Charge The sum of the customer charge, the product of the demand charge and the monthly billing demand, and all applicable riders.
- (b) Maximum Charge The sum of the customer charge, the product of 13¢/KWH and the metered energy, and all applicable riders. This provision shall not reduce the charge below the amount specified in the Minimum Charge provision above, (a).

### Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than 1 single-phase or 1 poly-phase meter. Billing demand in KW shall be taken each month as the single highest 30-minute integrated peak in KW as registered during the month by a 30-minute integrating demand meter or indicator, or at the Company's option, as the highest registration of a thermal-type demand meter. For accounts over 100 KW, monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW. In no event shall the monthly billing demand be less than 5 KW for any account.

If more than 50% of the customer's connected load is for electric space heating purposes, the minimum monthly billing demand for the billing months of June through October will be 25% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

For customers primarily engaged in seasonal agricultural related activities, the minimum monthly billing demand will be 25% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

### Excess KVA Demand

The monthly KVA demand shall be determined by dividing the maximum metered KW demand by the average monthly power factor.

The excess KVA demand, if any, shall be the amount by which the monthly KVA demand exceeds the greater of (a) 115% of the maximum metered KW demand or (b) 100 KVA.

(Continued on Sheet No. 11-2)

Filed pursuant to Finding and Order No. 96-1119-EL-ATA dated March 20, 1997.

Effective: March 21, 1997

### P.U.C.O. NO. 16

# SCHEDULE GS-3 (Continued) (General Service - Medium/High Load Factor)

Available to customers who operate primarily during the off-peak period (as set forth below) and request the installation of time-of-day metering in order to receive service under this provision. The customer shall be required to pay the necessary additional metering cost.

For the purpose of this provision, the monthly billing demand as defined above shall be determined during the on-peak period. The off-peak excess demand shall be the amount by which the demand created during the offpeak period exceeds the monthly billing demand.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and sundays, and the legal holidays of New Year's Day, Presidents' Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The rates set forth in this schedule are based upon the delivery and measurement of energy at the same Metered Voltage Adjustment Ine rates set forth in this schedule are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases the metered YUH YU and DYVAH values will be adjusted for billing purposes. If the Company elacts to adjust YUH YU and DYVAH values will be adjusted for billing purposes. tormulas to calculate losses or the application of multipliers to the metered quantities. In such cases the metered KWH, KW and RKVAH values will be adjusted for billing purposes. If the Company elects to adjust KWH, KW and RKVAH based on multipliers, the adjustment shall be in accordance with the following:

- (1) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (2) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

Bills are due and payable in full at Company's offices or at an authorized agent within 21 days after the Delayed Payment Charge BILLS are due and payable in full at company's offices or at an authorized agent within 21 days after the mailing of the bill. On accounts not so paid, an additional charge of 2% of the unpaid balance will be made.

In addition to the charges set forth in the above schedule, there shall be an Electric Fuel Component Charge per KWH as specified in the Electric Fuel Component Rider (Sheet No. 22).

Monthly charges computed under this schedule shall be adjusted in accordance with the Interim Emergency Interim Emergency and Temporary Rider Monthly charges computed under this schedule shall be adjusted in accordance with the inter-and Temporary Rider for Recovery of Percentage of Income Payment Plan arrearages (Sheet No. 26).

Monthly charges computed under this schedule shall be adjusted in accordance with the Emissions Fee Emissions Fee Recovery Rider Recovery Rider (Sheet No. 25).

Monthly charges computed under this schedule shall be adjusted in accordance with the Mirrored CWIP Rider Mirrored CWIP Rider (Sheet No. 27).

Monthly charges computed under this schedule shall be adjusted in accordance with the Fuel Reconciliation Fuel Reconciliation Rider Rider (Sheet No. 28).

(Continued on Sheet No. 11-3)

Filed pursuant to Finding and Order No. 96-1119-EL-ATA dated March 20, 1997.

Issued by Issued: March 21, 1997

Effective: March 21, 1997

### P.U.C.O. NO. 16

## SCHEDULE GS-3 (Continued) (General Service - Medium/High Load Factor)

### Term of Contract

For customers with annual average demands greater than 500 KW, contracts will be required for an initial period of not less than 1 year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to discontinue service under the terms of this schedule. For customers with demands less than 500 KW, a written agreement may, at the Company's option, be required.

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required. The Company may, at its option, require a longer initial term of contract.

The Company shall not be required to supply capacity in excess of that contracted for except by mutual agreement.

### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Service.

In the event the Company, in order to prevent voltage fluctuations or disturbances on its system, installs separate transformer or transformers to supply service to welders, X-ray machines, or other equipment having similar electrical operating characteristics, such service will be metered and billed separately from customer's other service. The minimum monthly charge for separate service to welders, X-ray machines, etc., will be the amount determined pursuant to the Minimum Charge section above, plus \$0.51/KVA of installed transformer capacity.

Customers with cogeneration and/or small power production facilities which qualify under Section 210 of . the Public Utility Regulatory Policies Act of 1978 shall take service under Schedule COGEN/SPP or by special agreement with the Company. All other customers having sources of electrical energy supply other than the Company shall take service under Schedule SBS.

### Energy Storage Provision

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space heating and/or cooling systems and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours. Customers eligible to be served under this provision shall have the load management devices separately metered by a time-of-day meter.

### Monthly Rate (Schedule Code 251)

Additional Customer Charge .		\$ 3.10
Energy Charge: For all KWH used during For all KWH used during	the on-peak billing period the off-peak billing period	6.000¢/KWH 1.314¢/KWH

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and Sundays, and the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The Company reserves the right to inspect at all reasonable times the customer's energy storage devices which qualify for service under this provision, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that, in its sole judgment, the availability conditions of this provision are being violated, it may discontinue billing the customer under this provision and commence billing under the appropriate general service schedule.

Filed pursuant to Finding and Order No. 96-1119-EL-ATA dated March 20, 1997.

Effective: March 21, 1997