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PUCO

June 24, 1999

The Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street Columbus, Ohio 43215-3793

SUBJECT: Case No. 99-742EL-AEC Ashland Conveyor Products

Dear Sirs:

Enclosed please find an original and eleven (11) copies of an Application of The Ohio Edison Company for approval of an Arrangement with Ashland Conveyor Products.

Please date stamp three (3) copies and return in the enclosed envelope.

Sincerely,

Kurt E. Turosky

Director, Pricing & Regulatory Affairs

KET:nac Enclosures

cc: R. Fortney

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Technician M. M. Date Processed

In the Matter of the Application )

Of The Ohio Edison )

Company for )

Approval of an Electric EL-AEC ) Case No. 99- EL-AEC |

Service Agreement with )

Ashland Conveyor Products

## APPLICATION

The Ohio Edison Company, hereinafter referred to as the "Company", the applicant herein files with, for approval by this Commission of an Electric Service Agreement, hereinafter referred to as the "Agreement", between the Company and Ashland Conveyor Products, hereinafter referred to as the "Customer".

The Agreement, as set forth in and attached hereto, will provide for special arrangements not otherwise provided by the Company's rate schedules and riders applicable to the Customer at the time service is provided.

The Company will encourage production, expansion and retention of employment in Northeast Ohio by providing the Customer with an Electric Service Agreement.

The Customer desires to enter into an agreement, which would provide incentives making the Customer more competitive.

The Customer desires to enter into an agreement with the Company and in return the Company will provide Special Arrangement for Economic Development for the Customer.

The Company will provide a reduction of the Customer's demand for billing purposes over the base level by the following percentages:

Months 1 -12 50% Months 13-24 40% Months 25-36 30% Months 37-12/31/2005 20%

WHEREFORE, the Company prays that the Commission issues its Order herein approving said Agreement and permit said Agreement to be filed and made effective as its effective date.

OHIO EDISQN COMPANY

Title: Manager, Rates Department

Title: Corporate Secretary

| THE PUBLIC (   | BEF<br>JTILITIES | ORE<br>COMMISSION OF OHIO |
|--|------------------|---------------------------|
| n the Matter of the Application<br>f Ohio Edison Company for<br>approval of an Arrangement with<br>ashland Conveyor Products | )<br>)<br>)      | Case 99EL-AEC             |

. , .

FORM 732.1 (REV. 1-97) ID NO. 5809742

## OHIO EDISON COMPANY CONTRACT FOR ELECTRIC SERVICE Special Arrangements for Economic Development (SAED)

|  | 8th day of   |  |   |
|--|--|--|---|
|  | Conveyor Products  |  |   |
| Customer, and Ohio Edison Company,   | Sou  | thern/Ashland  | Region/Area,  |
| hereinafter called the Company.  |  |  |   |
| WITNESSETH: That in consider   | ration of the mutual promises he   | erein it is contracted as follows:   |   |
| • •  | orise Parkway, Ashl  | nutually agreeable point on the Customer's premises at<br>ānd  | . Ohio.   |
| alternating current, sixty cycle,  | 3  | phase electrical energy at approximately _   | 12,500 volts,   |
| up to approximately  | 350 kVa  | of capacity. Additional capacity will not b  | e furnished except with the   |
| further written consent of the Company   | and only if such additional cap  | acity and facilities are available.  |   |
| 2. The Customer contracts to u   | se and to pay for the energy in  | accordance with the Company's Standard Rules and R   | legulations and Rate  |
| Sheet No. 21 of P.U.C.O.   | No.10 attached hereto and ma   | de a part hereof, and such future amendments thereto   | as may be prescribed by   |
| any legislative authority having jurisdic  | tion or as may be filed with The   | Public Utilities Commission of Ohio. The contract load   | shall be N/A  |
| and shall constitute a minimum load for  | r billing purposes   |  |   |
|  | •  |  |   |
| •  | • •  | ) will apply through December 31, 2005. Billing load   | discounts under the SAED  |
| agreement will commence on a mutual  | ly agreed upon date and will be  | confirmed by the customer in writing.  |   |
| 4. The point of delivery of electrons  |  |  |   |
|  | Parkway, Ashland, (  |  | ·   |
| From the date on which service<br>vice on the Customer's side from the p   |  | Customer assumes sole responsibility for any and all   | equipment and electric ser-   |
| Customer as evidenced by the payme<br>facilities and their operation; the Custor<br>sors and assigns, to indemnify and say<br>damages, losses, judgments, actions a<br>or persons for personal injuries, death   | ent for said work or the use or<br>mer is responsible for the select<br>we harmless Ohio Edison Comp<br>and causes of actions, costs or of<br>or property damage caused by   | or under an agreement with the Customer and the acc<br>continued use of the facilities Customer shall assume<br>tion of the location of any such facilities; the Customer<br>pany, its successors and assigns, from and against ar<br>expenses in connection therewith or related thereto, as<br>y, arising out of, or in any way related to the location o<br>with any such construction, maintenance, or repair wor  | e sole responsibility for said<br>agrees for itself, its succes-<br>ny and all claims, demands,<br>serted by or for any person<br>of said facilities or work per-   |
| of any kind on the Customer's premised<br>damage, the Customer agrees to give  | s in such proximity to the point of<br>the Company timely written ad   | pplied hereunder, does any construction or repair work<br>of delivery or the facilities of the Company so as to crea<br>divance notice of such work or construction so that the<br>e its lines or other equipment to a different location at the   | ate the likelihood of injury or   |
| 5. Service hereunder is for the service to any other source of energy.   |  |  | ne Customer's expense.  |
|  | sole use of the Customer and si  | hall not be shared or resold, nor shall it be used in any  | •   |
| <ol><li>The terms, provisions, cover<br/>assigns of the respective parties hereto</li></ol>  | nants, and conditions of this cor  | • • •  | way as auxiliary or standby   |
| assigns of the respective parties hereto   | nants, and conditions of this cor  | hall not be shared or resold, nor shall it be used in any  | way as auxiliary or standby   |
| assigns of the respective parties hereto<br>7. This contract shall not be tran<br>8. There are no understandings   | nants, and conditions of this corb.  nsferred or otherwise assigned is sor agreements, in relation to o  | half not be shared or resold, nor shall it be used in any  | way as auxiliary or standby inistrators, successors, and nt. contract and the afore men-  |
| assigns of the respective parties hereto 7. This contract shall not be trained. 8. There are no understanding inded SAED agreement and the same 9. This contract shall be in full successive periods of one year each understanding in the same.   | nants, and conditions of this corb.  nsferred or otherwise assigned is a ragreements, in relation to a shall be in full force and effect of force and effect commencing on til either party shall give the other ods; provided however all SA  | half not be shared or resold, nor shall it be used in any ntract shall extend to, inure to and bind the heirs, admiby the Customer without the Company's written conserved electric service at the above location, outside of this content is given and approved by an authorized agent of the content of the state set forth above for one year and shall content the content is than sixty days written notice of its intentic AED discounts will terminate upon termination of this agent.  | way as auxiliary or standby inistrators, successors, and nt. contract and the afore menhe parties hereto. tinue in force thereafter for on to terminate this contract   |
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