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February 9, 2000

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

SUBJECT: Case No. 00-<sup>302</sup>EL-AEC  
Performance Elastomers

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 Performance Elastomers.

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

Sincerely,

Charles V. Fullem  
Director,  
Pricing & Regulatory Affairs

Enclosures

cc: R. Fortney

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Technician Andrea Smith Date Processed 2/14/00

In the Matter of the Application )  
Of The Ohio Edison Company for )  
Approval of an Electric ) Case No. 00- EL-AEC  
Service Agreement with )  
Performance Elastomers )

**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 Performance Elastomers, 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 as a supplier of electric power and in return the Company will provide **Special Arrangements for Economic Development (SAED)** for the Customer.

All of the Customer's **demand growth** will be **discounted for billing purposes**, by the percentages listed below. The Company will offer this billing discount on all of the incremental demand above a stated reference level. The reference or base levels for the Customer will be set at **127 kVa**. The billing discounts will be as follows:

Months 1 -12	50%
Months 13-24	40%
Months 25-36	30%
Months 37- End of 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.

THE OHIO EDISON COMPANY

By: 

Title: Manager, Rates Department

1-28-2000

By: 

Title: Corporate Secretary

**CONTRACT  
FOR  
SPECIAL ARRANGEMENTS FOR ECONOMIC DEVELOPMENT  
Rates 21 and 23**

Customer Name Performance Elastomers  
Location 7162 State Route 88  
Ravenna, OH 44266

☒ Existing Customer  
☐ New Customer \*

☐ Existing Facility  
☒ New Facility

Type of Operation: Customer manufactures rubber extrusions  
Added Space (Sq. Ft.) 21,500  
Estimated New Load: 350 kW  
Estimated New Employment: 12

In consideration of the agreement of the above-named, as evidenced by its signature below, to consider location, expansion, or continuation of manufacturing operations in Ohio Edison Company's service area, Ohio Edison agrees that if such agreement is made on or before (date) 12-15-99 then, for a period beginning from a mutually acceptable effective date and extending to December 31, 2005, Ohio Edison will reduce billing loads above the base load for each month 50 percent the first year, 40 percent the second year, 30 percent the third year, and 20 percent the fourth year through December 2005.

For existing customers, a base load will be established based on previous history and circumstances. If the customer is an existing customer relocating to another service location, the billing history at the former location will be used to determine the base load. For new customers the base load will be zero.

Except as provided above, all provisions, prices and regulations of Ohio Edison Company's standard general service rates (Rates 21 or 23) shall apply, as said rates may be modified by the Public Utilities Commission of Ohio.

If the customer fails to pay its bill for electric service when due, before the addition of a late payment charge, it shall forfeit this special contract rate for that billing month and Rate 21 shall apply, as said rate may be modified by the Public Utilities Commission of Ohio.

*\* Where a new customer assumes the operation of a previous customer presently shut down, such new customer shall be considered an "existing customer" and the billing history of the previous customer will be used to determine the increase in billing load.*

In the event that the Customer's usage falls below the base usage or the Customer transfers a significant portion of its electric load to a non-Ohio Edison energy source during the term of this Agreement, which will be construed as a breach of, and has the effect of canceling the Agreement, the Company shall bill the Customer for the amount of the incentive already received by the Customer through the date of such breach. The Customer shall pay such amount within thirty (30) days after the date of the receipt by the Customer of the Company's bill for such amount, and if the bill remains unpaid, interest at the rate of 1.5% per month shall be charged and paid. The parties agree that this cancellation and rebilling provision is not the exclusive remedy available to the Company. The Company may pursue all other remedies available to it for the Customer's breach, including without limitation specific performance, consequential and incidental damages.

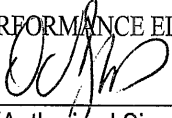
The provisions of this contract are subject to approval by the Public Utilities Commission of Ohio. Subject to approval by the Public Utilities Commission of Ohio, implementation of this contract may begin after filing upon written notification from the customer that the new/expansion load has been added and that the customer is ready to implement the contract. Ohio Edison Company agrees to use its best efforts to obtain the necessary approval.

This contract is not assignable without the prior written consent of Ohio Edison Company. The effective date of this contract is the later date set forth below.

This contract is entered into by Ohio Edison Company to enhance the attractiveness of Ohio Edison's service area, but nothing herein obligates the above-named customer or potential customer to locate or expand in Ohio Edison's service area.

IN WITNESS WHEREOF the parties hereto have signed below as of the date specified below.

PERFORMANCE ELASTOMERS

By   
(Authorized Signature)

Title 

Date: 11-17-99

OHIO EDISON COMPANY

By   
(Authorized Signature)

Title: Regional President

Date: 11/18/99

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

THIS CONTRACT, made this                      day of December, 1999, by and between PERFORMANCE ELASTOMERS, hereinafter called the Customer, and Ohio Edison Company, CENTRAL Region/Area, hereinafter called the Company.

WITNESSETH: That in consideration of the mutual promises herein it is contracted as follows:

1. The Company contracts to furnish to the Customer at one mutually agreeable point on the Customer's premises at 7162 STATE ROUTE 88 RAVENNA, Ohio, alternating current, sixty cycle, THREE phase electrical energy at approximately 480 volts, up to approximately 500 KVA of capacity. Additional capacity will not be furnished except with the further written consent of the Company and only if such additional capacity and facilities are available.

2. The Customer contracts to use and to pay for the energy in accordance with the Company's Standard Rules and Regulations and Rate Sheet No. 21 of P.U.C.O. No.10 attached hereto and made a part hereof, and such future amendments thereto as may be prescribed by any legislative authority having jurisdiction or as may be filed with The Public Utilities Commission of Ohio. The contract load shall be 190 KW and shall constitute a minimum load for billing purposes.

3. Special Arrangements for Economic Development ( SAED ) will apply through December 31, 2005. Billing load discounts under the SAED agreement will commence on a mutually agreed upon date and will be confirmed by the customer in writing.

4. The point of delivery of electric energy under this Contract shall be Ohio Edison-owned 277/480-volt, 500 kVA secondary transformer.

From the date on which service is first supplied hereunder, the Customer assumes sole responsibility for any and all equipment and electric service on the Customer's side from the point of delivery.

Upon completion of any construction, maintenance, or repair work of or to electric facilities owned or to be owned by the Customer performed by Ohio Edison Company on the Customer's premises at the request of or under an agreement with the Customer and the acceptance of said work by the Customer as evidenced by the payment for said work or the use or continued use of the facilities Customer shall assume sole responsibility for said facilities and their operation; the Customer is responsible for the selection of the location of any such facilities; the Customer agrees for itself, its successors and assigns, to indemnify and save harmless Ohio Edison Company, its successors and assigns, from and against any and all claims, demands, damages, losses, judgments, actions and causes of actions, costs or expenses in connection therewith or related thereto, asserted by or for any person or persons for personal injuries, death or property damage caused by, arising out of, or in any way related to the location of said facilities or work performed or materials furnished by Ohio Edison Company in connection with any such construction, maintenance, or repair work.

In case the Customer, after the date on which service is first supplied hereunder, does any construction or repair work or engages in other activity of any kind on the Customer's premises in such proximity to the point of delivery or the facilities of the Company so as to create the likelihood of injury or damage, the Customer agrees to give the Company timely written advance notice of such work or construction so that the Company may take proper precautions, or if it deems the same desirable or necessary, may move its lines or other equipment to a different location at the Customer's expense.

5. Service hereunder is for the sole use of the Customer and shall not be shared or resold, nor shall it be used in any way as auxiliary or standby service to any other source of energy.

6. The terms, provisions, covenants, and conditions of this contract shall extend to, inure to and bind the heirs, administrators, successors, and assigns of the respective parties hereto.

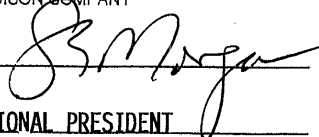
7. This contract shall not be transferred or otherwise assigned by the Customer without the Company's written consent.

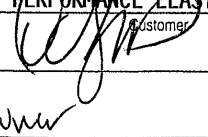
8. There are no understandings or agreements, in relation to electric service at the above location, outside of this contract and the afore mentioned SAED agreement and the same shall be in full force and effect when signed and approved by an authorized agent of the parties hereto.

9. This contract shall be in full force and effect commencing on the date set forth above for one year and shall continue in force thereafter for successive periods of one year each until either party shall give the other not less than sixty days written notice of its intention to terminate this contract at the expiration of any of said yearly periods; provided however all SAED discounts will terminate upon termination of this agreement, or in accordance with the SAED agreement, whichever occurs first, but in no event later than December 31, 2005.

10. The Company's Standard Rules and Regulations, Sheet Nos. 4.1 through 4.16 of P.U.C.O. No. 10 as they now exist or are hereafter amended, supplemented, or superseded, are made part of this Contract. Special reference is made to Rule No. IV.B, relating to continuity of service. The Company's existing and planned facilities are and will be adequate to provide the service contemplated.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate by their duly authorized agents.

OHIO EDISON COMPANY  
By   
REGIONAL PRESIDENT  
Title

PERFORMANCE ELASTOMERS  
Customer  
By   
Owner  
Title