

FirstEnergy

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PUCO

November 18, 1999

Public Utilities Commission
of Ohio
ATTN: Docketing Division
Borden Building
180 East Broad Street
Columbus, OH 43215-3793

SUBJECT: Case No. 93-142-EL-AEC
Expanded Competitive Program

Dear Sirs:

Enclosed please find an original and eight (8) copies of an Electric Service Agreement between The Cleveland Electric Illuminating Company and the following Customers for docketing in the above captioned case:

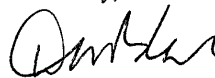
- **Uptown Cleveland Development**

Each of these Agreements are in the form approved by the Commission in Case No. 93-142-EL-AEC's Finding and Order dated June 3, 1993.

Please date stamp one (1) copy of each Agreement and return in the enclosed envelope.

If you have any questions regarding this matter, please contact Nancy Cesear (330) 761-4315.

Sincerely,



David M. Blank, Manager
Rates Department

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.
Technician Audrey Smith Date Processed 12/1/99

ELECTRIC SERVICE AGREEMENT

This Agreement made and entered into as of the 19 day of May, 1999,
by and between The Cleveland Electric Illuminating Company, hereinafter called the
"Company", and UPTOWN CLEVELAND DEVELOPMENT, hereinafter called the
"Customer". (GREATER SHAKER SQUARE DEVELOPMENT CORP.)

WITNESSETH

WHEREAS, the Customer currently is provided electric service by the Company to the facility(ies) with location(s) and Company Account No(s). as provided in Appendix 1 incorporated herein by reference, herein known individually or collectively as the "Facility", and,

WHEREAS, the Company desires to provide incentives that will improve productivity, efficiency and quality, thereby encouraging production, expansion and retention of employment in Northeast Ohio.

WHEREAS, the Customer desires to enter into an agreement which would provide such incentives to make the Facility more competitive.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree with each other as described in the following sections:

1. Electric Service. The Company shall render electric service to the Facility under the provisions of the General Rules and Regulations, including Paragraph 7 thereto, of PUCO No. 12, Electric Service, and under the rates, charges, riders, including Rider No. 1, terms and conditions of those schedules of PUCO No. 12, Electric Service, deemed appropriate by the Company, as may be amended or superseded from time to time with the approval of the Public Utilities Commission of Ohio (PUCO), and that are in effect at the time of service being rendered. Electric service rendered shall be charged and billed separately unless otherwise provided for by the appropriate schedules. The Customer agrees to accept and pay for such service as provided herein, subject to the incentive provided for by Section 2.

2. Incentive. The Customer shall receive the incentive fully described in Appendix 2,3 to this Agreement, which is incorporated herein by reference. Such incentive shall apply during the term of this Agreement stated in Section 7 herein.

3. Sole Electric Power Requirement. The Customer agrees to have the Company as the sole supplier of all electric power to the Facility, and the Company agrees to supply all of the electric power to the Facility.

4. Assignment. The Customer agrees that this Agreement shall be assigned or otherwise transferred to another, including a successor owner or occupant of the Facility, with the written consent of the Company. The benefits and obligations of the Company may be assigned by the Company to any successor in interest without Customer approval.

5. Notices. Any notice required to be given hereunder or desired by either party to be given shall be deemed effective when mailed by first class mail, postage prepaid, if to the Customer at:

11811 SHAKER BLVD.
CLEVELAND, OH 44120

and, if to the Company, at:

Director - Sales
The Cleveland Electric Illuminating Company
P.O. Box 94661
Cleveland, Ohio 44101-4661

6. Rebilling Provision: In the event that the Company should no longer be the sole supplier of all electric power to the Facility during the term of this Agreement, which will be construed as a breach of, and has the effect of canceling this Agreement, the Company may bill the Customer for the amount of the incentive already received under the agreement. Such incentive is described in the Appendix to this Agreement. The Customer shall pay such bill within thirty (30) days after the date of the receipt of the bill by the Customer, and if the bill remains unpaid, interest at the rate of 1.5% per month shall be charged and paid. Notwithstanding the foregoing, this cancellation and rebilling provision is a remedy optional to the Company for the Customer's breach and not the exclusive remedy available to the Company. The Company may elect to forego its cancellation and rebilling remedy in favor of pursuing all other remedies available to it for the Customer's breach, including specific performance, consequential and incidental damages.

7. Term and Effective Date. This Agreement shall be effective beginning with the electric bill rendered for the month of September 199 9 and shall continue for five (5) years thereafter. This Agreement shall terminate with the electric bill rendered for the month of August, 200 9. Upon termination of this Agreement, the Customer will be served under the appropriate Company rates on file with the PUCO, without the incentive applying.

8. Force Majeure. If because of Force Majeure, either party shall be unable to carry out any of its obligations under this Agreement or fully to deliver or utilize the electric service of the Company contemplated herein, then the obligations of that party shall be suspended to the extent made necessary by Force Majeure. The party affected by Force Majeure shall give notice to the other party as promptly as practical of the nature and probable duration of Force Majeure. "Force Majeure" shall mean acts of God, riots, strikes, labor disputes, labor or material shortages, fires, explosions, floods, breakdown of or damage to plants, equipment or facilities, or other causes of similar nature which are beyond the reasonable control of the party and which wholly or partially

prevent the supplying of electricity by the Company or the receiving or utilization of such electricity by the Customer, provided that the effect of such Force Majeure shall be eliminated insofar as possible with all reasonable dispatch, provided further, that performance by the parties hereunder shall be excused only to the extent made necessary by the Force Majeure condition; provided further, that neither party shall be required to settle a labor dispute on terms unacceptable to the party affected; and provided further, that neither party shall be required to rebuild all or a major portion of its facilities which are destroyed or substantially impaired by a Force Majeure condition.

9. Confidentiality of Information. All information provided in, or in connection with, this Agreement, whether printed, written or oral, shall be held in confidence and used only for the business purpose for which it was provided, except to the extent made public by the PUCO.

10. Governing Law. The validity, construction and performance of this Agreement shall be determined in accordance with the laws of the State of Ohio.

11. Clause Heading. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they pertain.

12. Entire Agreement. This Agreement, together with the Appendix thereto, contains the entire agreement between the parties and there are not representations, understandings or agreements, oral or written, which are not included herein. This Agreement cannot be changed except by written instrument executed by duly authorized representatives of the parties.

13. Governmental Approvals. This Agreement is subject to all applicable rules and regulations, and all necessary approvals or authorizations, of any governmental authority. The Company will use its best efforts to secure any necessary approval of this Agreement by the PUCO with the assistance and cooperation of the Customer. The Company and the Customer shall also use their best efforts to secure any other approvals or authorizations from any other governmental authorities, which approvals or authorizations may be necessary at any time during the continuance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

CUSTOMER:

The Cleveland Electric Illuminating Company

By: [Signature]

By: [Signature]

Title: Asst. President

Title: REGIONAL PRESIDENT

Authorization: XAC 11/10/99

Date: 11-15-99

(Version 2/98)

APPENDIX 1
To the Electric Service Agreement Between
The Cleveland Electric Illuminating Company
and Uptown CLEVELAND
dated May 19, 1999

Account Number(s)

189-0001012-062

Address

11811 SHAKER BLVD.
CLEVELAND, OH 44120

APPENDIX 2
To the Electric Service Agreement Between
The Cleveland Electric Illuminating Company
and UPTOWN CLEVELAND
dated MAY 19, 1999

ENERGY EFFICIENCY ACCOUNT

- (a) The Account. An Energy Efficiency Account shall be established and administered by the Company. The monies in the account shall be made available to the Customer for Energy Efficiency projects at the Facility, or at other facilities receiving electric service from the Company as the Company authorizes in its sole discretion, which are designed to increase energy efficiency, increase production in an energy efficient manner, increase plant efficiency or competitiveness through electric applications. Energy Efficiency Projects will not include equipment such as vehicles, tow motors, office furniture or other items not relating to production or the physical structure of the Facility or other facilities. Monies may be made available from the account at any time subject to the provisions of (b) and (c) below.
- (b) Use of Energy Efficiency Account. The Company will review information on a proposed project submitted by the Customer to make a determination whether the project qualifies for funding under this Energy Efficiency Account. Upon approval by the Company for funding and a decision to proceed by the Customer, one-half of the allocation will be made available to the Customer at the commencement of the project and the balance upon project completion. Withdrawals from the account shall not exceed the amount within the account regardless of approved funding.
- (c) Company Contribution to Energy Efficiency Account. Upon the effective date of the Agreement, the Company shall contribute \$ 23,624, which is the equivalent of 20% of the estimated revenue from the Customer for that Facility, based on the previous 12 months of usage. Based on the revenue from that same 12 month usage, the Company shall contribute in months 13, 25, and 37 of this Agreement \$ 11,812, which is the equivalent of 10% of the estimated revenue for that Facility. The Company shall reduce each such contribution on a pro rata basis for each month that timely payments do not occur during those periods.

The Energy Efficiency Account is a non-interest bearing account. Creation of this account is not a customer contribution, nor evidence of indebtedness to the Customer. Any monies remaining in the Energy Efficiency Account at the cancellation or termination of the Agreement shall remain with the Company.

APPENDIX 3
To the Electric Service Agreement Between
The Cleveland Electric Illuminating Company
and UPTOWN CLEVELAND
dated MAY 19, 1999

The Company shall provide the Customer at no charge with an Energy Efficiency Improvement Report ("Report") of the Facility conducted by independent energy consultants mutually selected from a list of qualified auditors prepared by the Company or an auditor that is recommended by the Customer and approved by the Company. The Report will cover but not be limited to the evaluation of the following elements: Lighting, HVAC, Building Shell, and Motors.

Lighting

- Fluorescent Lighting
 - High-efficiency fixtures
 - High-efficiency bulbs
 - Electronic ballasts
- Incandescent Lighting
 - Compact-fluorescent bulbs vs.
 - Incandescent fixtures vs. fluorescent fixtures
- High-bay Lighting (Warehouses)
 - High-Intensity Discharge (HID) Lighting
 - (Metal-halide or High-Pressure sodium) existing
 - incandescent or fluorescent lighting or mercury
 - lighting
- Installation of lighting control systems

HVAC

- High-efficiency equipment
- Use state-of-the-art microprocessor-based environmental controls
- Electric-resistance heating equipment vs. heat pumps
- Utilization of off-peak cooling (thermal storage) and heating to levelize daily demand
- High-efficiency motors on pumps and fans

- Variable-speed drives on pumps and fans where appropriate
- The design of the system using more energy efficient design

Building Shell

- Improved insulation of building
- High R-value windows
- Reflective coating on windows to reduce solar heat-gain in cooling system

Motors

- High-efficiency motors
- Variable-speed drive motors

The Energy Efficiency Improvement Report is solely intended to provide information to the Customer and the Company and is not intended to eliminate or substitute for the Customer's own professional judgment in designing and/or equipping well-constructed commercial or industrial buildings in accordance with good engineering and construction practices.

THE COMPANY, NOR THE FIRSTENERGY CORPORATION OR ITS SUBSIDIARIES, MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, GUARANTEES, CONDITIONS, OR REPRESENTATIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REPORT OR THAT THE ENGINEERING, DESIGN, EQUIPPING AND CONSTRUCTION, OF THE COMMERCIAL OR INDUSTRIAL BUILDINGS AS A RESULT OF THE REPORT WILL RESULT IN LOWER ENERGY CONSUMPTION OR COSTS.

The auditor selected is an independent contractor, and does not act as an agent, servant, joint venturer or partner of the Company, nor the FirstEnergy Corporation or its subsidiaries, and as such, is not authorized to act on behalf in any matter.