Ohio Public Utilities Commission

Case No.: 13-0067-EL-EEC

Mercantile Customer:	John Carroll University
Electric Utility:	The Cleveland Electric Illuminating Company
Program Title or Description:	Energy Efficiency

Rule 4901:1-39-05(F), Ohio Administrative Code (O.A.C.), permits a mercantile customer to file, either individually or jointly with an electric utility, an application to commit the customer's existing demand reduction, demand response, and energy efficiency programs for integration with the electric utility's programs. The following application form is to be used by mercantile customers, either individually or jointly with their electric utility, to apply for commitment of such programs in accordance with the Commission's pilot program established in Case No. <u>10-834-EL-POR</u>

Completed applications requesting the cash rebate reasonable arrangement option (Option 1) in lieu of an exemption from the electric utility's energy efficiency and demand reduction (EEDR) rider will be automatically approved on the sixty-first calendar day after filing, unless the Commission, or an attorney examiner, suspends or denies the application prior to that time. Completed applications requesting the exemption from the EEDR rider (Option 2) will also qualify for the 60-day automatic approval so long as the exemption period does not exceed 24 months. Rider exemptions for periods of more than 24 months will be reviewed by the Commission Staff and are only approved up the issuance of a Commission order.

Complete a separate application for each customer program. Projects undertaken by a customer as a single program at a single location or at various locations within the same service territory should be submitted together as a single program filing, when possible. Check all boxes that are applicable to your program. For each box checked, be sure to complete all subparts of the question, and provide all requested additional information. Submittal of incomplete applications may result in a suspension of the automatic approval process or denial of the application.

Any confidential or trade secret information may be submitted to Staff on disc or via email at <u>ee-pdr@puc.state.oh.us</u>.

Section 1: Mercantile Customer Information

Name: John Carroll University

Principal address: 1 John Carroll Boulevard, University Heights, Ohio 44118

Address of facility for which this energy efficiency program applies:1 John Carroll Boulevard, University Heights, Ohio 44118

Name and telephone number for responses to questions: Bernard R. Beyer

(216-397-4317)

Electricity use by the customer (check the box(es) that apply):

- The customer uses more than seven hundred thousand kilowatt hours per year at the above facility. (Please attach documentation.)
 - The customer is part of a national account involving multiple facilities in one or more states. (Please attach documentation.)

Section 2: Application Information

A) The customer is filing this application (choose which applies):

Individually, without electric utility participation.

Jointly with the electric utility.

- B) The electric utility is: The Cleveland Electric Illuminating Company
- C) The customer is offering to commit (check any that apply):
 - Energy savings from the customer's energy efficiency program. (Complete Sections 3, 5, 6, and 7.)
 - Capacity savings from the customer's demand response/demand reduction program. (Complete Sections 4, 5, 6, and 7.)
 - Both the energy savings and the capacity savings from the customer's energy efficiency program. (Complete all sections of the Application.)

Section 3: Energy Efficiency Programs

- A) The customer's energy efficiency program involves (check those that apply):
 - Early replacement of fully functioning equipment with new equipment. (Provide the date on which the customer replaced fully functioning equipment, and the date on which the customer would have replaced such equipment if it had not been replaced early. Please include a brief explanation for how the customer determined this future replacement date (or, if not known, please explain why this is not known)). If Checked, Please see Exhibit 1 and Exhibit 2
 - Installation of new equipment to replace equipment that needed to be replaced The customer installed new equipment on the following date(s):
 - Installation of new equipment for new construction or facility expansion. The customer installed new equipment on the following date(s):
 - Behavioral or operational improvement.
- B) Energy savings achieved/to be achieved by the energy efficiency program:
 - If you checked the box indicating that the project involves the early replacement of fully functioning equipment replaced with new equipment, then calculate the annual savings [(kWh used by the original equipment) – (kWh used by new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: 3,738,228 kWh

2) If you checked the box indicating that the customer installed new equipment to replace equipment that needed to be replaced, then calculate the annual savings [(kWh used by less efficient new equipment) – (kWh used by the higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: _____ kWh

Please describe any less efficient new equipment that was rejected in favor of the more efficient new equipment. **Please see Exhibit 1 if applicable**

 If you checked the box indicating that the project involves equipment for new construction or facility expansion, then calculate the annual savings [(kWh used by less efficient new equipment) – (kWh used by higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: _____ kWh

Please describe the less efficient new equipment that was rejected in favor of the more efficient new equipment. **Please see Exhibit 1 if applicable**

4) If you checked the box indicating that the project involves behavioral or operational improvements, provide a description of how the annual savings were determined.

		Section 4: Demand Reduction/Demand Response Programs
A)	The	customer's program involves (check the one that applies):
		Coincident peak-demand savings from the customer's energy efficiency program.
		Actual peak-demand reduction. (Attach a description and documentation of the peak-demand reduction.)
		Potential peak-demand reduction (check the one that applies):
		☐ The customer's peak-demand reduction program meets the requirements to be counted as a capacity resource under a tariff of a regional transmission organization (RTO) approved by the Federal Energy Regulatory Commission.
		☐ The customer's peak-demand reduction program meets the requirements to be counted as a capacity resource under a program that is equivalent to an RTO program, which has been approved by the Public Utilities Commission of Ohio.
B)	On	what date did the customer initiate its demand reduction program?
C)		at is the peak demand reduction achieved or capable of being achieved ow calculations through which this was determined):

<u>657</u> _{kW}

Section 5: Request for Cash Rebate Reasonable Arrangement (Option 1) or Exemption from Rider (Option 2)

Under this section, check the box that applies and fill in all blanks relating to that choice.

Note: If Option 2 is selected, the application will not qualify for the 60-day automatic approval. All applications, however, will be considered on a timely basis by the Commission.

- A) The customer is applying for:
 - Option 1: A cash rebate reasonable arrangement.

OR

Option 2: An exemption from the energy efficiency cost recovery mechanism implemented by the electric utility.

OR

Commitment payment

- B) The value of the option that the customer is seeking is:
 - Option 1: A cash rebate reasonable arrangement, which is the lesser of (show both amounts):
 - \bigtriangleup A cash rebate of \$<u>90,083</u>. (Rebate shall not exceed 50% project cost. Attach documentation showing the methodology used to determine the cash rebate value and calculations showing how this payment amount was determined.)
 - Option 2: An exemption from payment of the electric utility's energy efficiency/peak demand reduction rider.
 - An exemption from payment of the electric utility's energy efficiency/peak demand reduction rider for _____ months (not to exceed 24 months). (Attach calculations showing how this time period was determined.)

OR

A commitment payment valued at no more than \$____. (Attach documentation and calculations showing how this payment amount was determined.)

OR

Ongoing exemption from payment of the electric utility's energy efficiency/peak demand reduction rider for an initial period of 24 months because this program is part of the customer's ongoing efficiency program. (Attach documentation that establishes the ongoing nature of the program.) In order to continue the exemption beyond the initial 24 month period, the customer will need to provide a future application establishing additional energy savings and the continuance of the organization's energy efficiency program.)

Section 6: Cost Effectiveness

The program is cost effective because it has a benefit/cost ratio greater than 1 using the (choose which applies):

- Total Resource Cost (TRC) Test. The calculated TRC value is: ____(Continue to Subsection 1, then skip Subsection 2)
- Utility Cost Test (UCT) . The calculated UCT value is: **See Exhibit 3** (Skip to Subsection 2.)

Subsection 1: TRC Test Used (please fill in all blanks).

The TRC value of the program is calculated by dividing the value of our avoided supply costs (generation capacity, energy, and any transmission or distribution) by the sum of our program overhead and installation costs and any incremental measure costs paid by either the customer or the electric utility.

The electric utility's avoided supply costs were _____.

Our program costs were _____.

The incremental measure costs were _____.

Subsection 2: UCT Used (please fill in all blanks).

We calculated the UCT value of our program by dividing the value of our avoided supply costs (capacity and energy) by the costs to our electric utility (including administrative costs and incentives paid or rider exemption costs) to obtain our commitment.

Our avoided supply costs were See Exhibit 3

The utility's program costs were See Exhibit 3

The utility's incentive costs/rebate costs were See Exhibit 3

Section 7: Additional Information

Please attach the following supporting documentation to this application:

- Narrative description of the program including, but not limited to, make, model, and year of any installed and replaced equipment.
- A copy of the formal declaration or agreement that commits the program or measure to the electric utility, including:
 - 1) any confidentiality requirements associated with the agreement;
 - 2) a description of any consequences of noncompliance with the terms of the commitment;
 - 3) a description of coordination requirements between the customer and the electric utility with regard to peak demand reduction;
 - 4) permission by the customer to the electric utility and Commission staff and consultants to measure and verify energy savings and/or peak-demand reductions resulting from your program; and,
 - 5) a commitment by the customer to provide an annual report on your energy savings and electric utility peak-demand reductions achieved.
- A description of all methodologies, protocols, and practices used or proposed to be used in measuring and verifying program results. Additionally, identify and explain all deviations from any program measurement and verification guidelines that may be published by the Commission.

Ohio

Public Utilities Commission

Application to Commit Energy Efficiency/Peak Demand Reduction Programs (Mercantile Customers Only)

Case No.: 13 -0067 -EL-EEC

State of Ohio :

Richard F. Mausser, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

<u>John Carroll University</u> [insert customer or EDU company name and any applicable name(s) doing business as]

2. I have personally examined all the information contained in the foregoing application, including any exhibits and attachments. Based upon my examination and inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete.

Signature of Affiant & Title RICHARD F. MAUSSER V.P. FOR FONANCE

Sworn and subscribed before me this <u>29th</u> day of <u>November</u>, <u>2012</u> Month/Year

Signature of official administering oath

Jean M Tibbs, Notary Public Print Name and Title

Notary Public, State of Ohio, Cuy. Cty. My Commission Expires Aug. 17, 2013

My commission expires on 8 · 17· 2013

Customer Legal Entity Name: John Carroll University

Site Address: John Carroll University Principal Address: 1 John Carroll Boulevard

What date would you have replaced your equipment if you had not replaced it early? Please describe the less efficient new

Project Name	Narrative description of your program including, but not limited to, make, model, and year of any installed and replaced equipment:	Description of methodologies, protocols and practices used in measuring and verifying project results	equipment if you had not replaced it early? Also, please explain briefly how you determined this future replacement date.	Please describe the less efficient new equipment that you rejected in favor of the more efficient new equipment.
T12 Conversions 2012	Replaced T12 lamps and magnetic ballasts with T8 and T5 lamps and electronic ballasts; replaced incandescent, MH, and MV lamps with T8 and T5 lamps with electronic ballasts and CFL's.	Calculations are from the Lighting Inventory form for the project.	Equipment would have been replaced within 5 years if not replaced earlier based on rated service life of installed lamps and availability of T12 lamps.	N/A
LED Exit Signs	Replace exit signs with incandescent lamps with LED Exit signs.	Calculations are from the Lighting Inventory form for the project.	Within ten years based on equipment life expectancy.	N/A
Lighting Occupancy Sensors			Did not replace equipment. Only installed occuppancy sensors for existing lighting.	N/A
	Project Name T12 Conversions 2012 LED Exit Signs	Project Name make, model, and year of any installed and replaced equipment: T12 Conversions 2012 Replaced T12 lamps and magnetic ballasts with T8 and T5 lamps and electronic ballasts; replaced incandescent, MH, and MV lamps with T8 and T5 lamps with electronic ballasts; and CFL's. LED Exit Signs Replace exit signs with incandescent lamps with LED Exit signs.	Project Name make, model, and year of any installed and replaced equipment: used in measuring and verifying project results T12 Conversions 2012 Replaced T12 lamps and magnetic ballasts with T8 and T5 lamps and electronic ballasts: replaced incandescent, MH, and MV lamps with T8 and T5 lamps with electronic ballasts Calculations are from the Lighting Inventory form for the project. LED Exit Signs Replace exit signs with incandescent lamps with LED Exit signs. Calculations are from the Lighting Inventory form for the project.	Project Name Narrative description of your program including, but not limited to, make, model, and year of any installed and replaced equipment: Description of methodologies, protocols and practices Also, please explain briefly how you determined this future replacement date. T12 Conversions 2012 Replaced T12 lamps and magnetic ballasts with T8 and T5 lamps and electronic ballasts: replaced incandescent, MH, and MV lamps with T8 and T5 lamps and electronic ballasts: replaced incandescent, MH, and MV lamps with T8 and T5 lamps with electronic ballasts: and CFLs. Calculations are from the Lighting Inventory form for the project. Equipment would have been replaced within 5 years if not replaced earlier based on rated service life of installed lamps and availability of T12 lamps. LED Exit Signs Replace exit signs with incandescent lamps with LED Exit signs. Calculations are from the Lighting Inventory form for the project. Within ten years based on equipment life expectancy. Lepting Operander Seguer Interview of the company response to ended lighting. Measurements are from the Lighting Inventory Form calculator for this Did not replace equipment. Only installed occuppany

Rev (2.1.2012)

Customer Legal Entity Name: John Carroll University

Site Address: John Carroll University

Principal Address: 1 John Carroll Boulevard

		Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (c) Note 1						
	2011	17,438,037	17,438,037	17,438,037						
	Average	17,438,037	17,438,037	17,438,037	•					
Project Number	Project Name	In-Service Date	Project Cost \$	50% of Project Cost \$	KWh Saved/Year (D) counting towards utility compliance	KWh Saved/Year (E) eligible for incentive	Utility Peak Demand Reduction Contribution, KW (F)	Prescriptive Rebate Amount (G) \$	Eligible Rebate Amount (H) \$ Note 2	Commitment Payment \$
1	T12 Conversions 2012	10/31/2012	\$586,391	\$293,196	3,589,538	3,589,538	648	\$107,601	\$80,701	
2	LED Exit Signs	05/31/2012	\$13,044	\$6,522	69,336	69,336	9	\$1,910	\$1,433	
3	Lighting Occupancy Sensors	10/31/2012	\$75,117	\$37,559	79,354	79,354	-	\$10,600	\$7,950	
					-	-	-			
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					-	-	-			
		Total	\$674,552		3,738,228	3,738,228	657	\$120,111	\$90,083	\$0

Docket No. 13-0067

Site: 1 John Carroll Boulevard

Notes

(1) Customer's usage is adjusted to account for the effects of the energy efficiency programs included in this application. When applicable, such adjustments are prorated to the in-service date to account for partial year savings.

(2) The eligible rebate amount is based upon 75% of the rebates offered by the FirstEnergy Commercial and Industrial Energy Efficiency programs or 75% of \$0.08/kWh for custom programs for all energy savings eligible for a cash rebate as defined in the PUCO order in Case NO.10-834-EL-EEC dated 9/15/2010, not to exceed the lesser of 50% of the project cost or \$250,000 per project. The rebate also cannot exceed \$500,000 per customer per year, per utility service territory.

Exhibit 3 Utility Cost Test

UCT = Utility Avoided Costs / Utility Costs

Project	Total Annual Savings, MWh (A)	ty Avoided Cost \$/MWh (B)	U	tility Avoided Cost \$ (C)	ι	Jtility Cost \$ (D)	Cash Rebate \$ (E)	Administrator Variable Fee \$ (F)	T	otal Utility Cost \$ (G)	UCT (H)
1	3,590	\$ 308	\$	1,106,583	\$	1,350	\$80,701	\$23,974	\$	106.025	10.4
1	- 1		Φ						+		
2	69	\$ 308	\$	21,375	\$	1,350	\$1,433	\$693	\$	3,476	6.15
3	79	\$ 308	\$	24,463	\$	1,350	\$7,950	\$794	\$	10,094	2.42
Total	3,738	\$ 308		1,152,421		4,050	\$90,083	\$25,461		119,594	9.6

Notes

- (A) From Exhibit 2, = kWh saved / 1000
- (B) This value represents avoided energy costs (wholesale energy prices) from the Department of Energy, Energy Information Administration's 2009 Annual Energy Outlook (AEO) low oil prices case. The AEO represents a national average energy price, so for a better representation of the energy price that Ohio customers would see, a Cinergy Hub equivalent price was derived by applying a ratio based on three years of historic national average and Cinergy Hub prices. This value is consistent with avoided cost assumptions used in EE&PDR Program Portfolio and Initial Benchmark Report, filed Dec 15, 2009 (See Section 8.1, paragraph a).

(C) = (A) * (B)

- (D) Represents the utility's costs incurred for self-directed mercantile applications for applications filed and applications in progress. Includes incremental costs of legal fees, fixed administrative expenses, etc.
- (E) This is the amount of the cash rebate paid to the customer for this project.
- (F) Based on approximate Administrator's variable compensation for purposes of calculating the UCT, actual compensation may be less.

(G) = (D) + (E) + (F)

(H) = (C) / (G)

John Carroll University ~ John Carroll University Docket No. 13-0067

Site: 1 John Carroll Boulevard

Lighting Inventory Form

Lighting Occupancy Sensors John Carroll University Nov-12

Applicant Name: Facility Name: Date:

Instructions: Please use one line for each fishure type in a room or area. For exempting or proposed control, choose IOC for Docupany Sensor, DAVLTG for photosensor, or NONE for none. Conston must save energy to quality. The total of Carlom 5, the qualities of CFL and entil ages in Column M, and the quarties of animous in Column M, we all se used to calculate your incentive on the NonStandard Lighting form.

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Savings Summary	nual /
Estimated Annual kWh Savings 7	9,354
Total Change in Connected Load	0.00
Annual Estimated Cost Savings \$7	935.40
Annual Operating Hours	5,010
Interior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$0.00
Exterior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$0.00
Total retrofit CFL Incentive @ \$1/screw-in CFL lamp; \$15/hard- wired CFL lamp (includes all retrofit CFLs, both interior and exterior)	450.00
Total retrofit LED Exit Incentive @ \$10/exit sign	\$0.00
Total Lighting Controls Incentive @	,150.00
Total Calculated Incentive \$10	,600.00
Total Fixture Quantity excluding retrofit CFLs and LED Exit Sign	0
Total Lamp Quantity for retrofit Screw-In CFLs	450
Total Lamp Quantity for retrofit Hard-Wired CFLs	0
Total Fixture Quantity for retrofit LED Exit Signs	0
Total Quantity for Occupancy Sensors Total Quantity for Daylight Sensors	406

Please briefly describe how you estimate equivalent full-load hours (EFLH) for facility		. ,
Demand Savings (For Internal Use Only)	0.00	

Lighting Inventory Form

Instructions: Please also one line for each fishure type in a norm of anea. For existing or proposed control, choose OC to Coopany Stensor, DAVLTG for photoamour, or NOHE for none. Controls must save energy to quality. The total of column 5, the quartited of CFL and earlies tags in Column X, and the quartities of anexons in Column X, will be used to calculate your intentive on the NordStandard Lighting form. Applicant Name: Facility Name: Date: LED Exit signs John Carroll University 11/29/2012

		PPO IEC		-	995.1	NSTALLATION			POST-INSTALLATION							-	nerov Calcul	ations		
Line Building Address	Floor Area Desci	ption Interior or Exterio	r BASIC INFORMATION Predominant Space Type	Area Cooling	Pre Fixture Pre Fixture Code Oty	Pre Watts / P Fixture (W)	re kW / Existing Space Control (kW) drop down	Existing Post Post Fixture Code Sensor Fixture Quantity Qty	Post Watts/ Post kW / P Fixture Space // (W) (kW) P	roposed Proposed	Interior Change Exterior in Connected Change in Load Connected (kW) excluding CFLs or Exit Signs or Exit Signs	Change in	Applicant	Coincidence Inte Factor F (de	ractive Interac	tive Pre Control r Factor	Is Post Controls Factor	Interior Exterior Demand Demand Demand Savings Savings Savings (WW) (kW) (kW) CFLs or excluding excluding LED Exit CFLs or CFLs or Exit Signs Exit Signs	Applicant F	Prescribed Annual Interior
		- IAIGH G				(W)	(kW) drop down	Quantity Qty	(W) (kW) PI	lease enter LTG, OCC or When evolved	Load Connected	Load	Factor	(de	mand) (energ	y)	Factor	Savings Savings (kW)	Equivalent I Full Load Hours (EFLH) Estimate	Prescribed Annual Interior Equivalent Fixture kWh Full Load Saved Hours (excluding CFLs or Exit Signs)
										NONE.	CFLs or Exit excluding CFL:	CFL or LED	Estimate					excluding excluding LED Exit	(EFLH)	CFLs or Exit
											Signs or Exit Signs	exit sign						CFLs or CFLs or Signs Exit Signs Exit Signs	Estimate	Signs)
e.g. 400 North Street e.g. Example	2 Office 1 Restaura	Interior nt Exterior	Office - Small Restaurant - Fast Food	Cooled Space Uncooled space	3 F44ILL 5 Example Cut Sheet 1	112 50	0.34 NONE 0.25 OCC	3 CFT55/1-BX 5 5 Example Cut Sheet 2	56 0.17 25 0.13 D	OCC 3 DAYLTG 5	0.13	0.17	84% 88%	84% 3 88%	4% 12%	30%	30%	0.19	2,808 8,760	3,435 4,156
1 20700 North Park Blvd	1234 All Camp	us Interior	Education - University	Cooled Space	191 El20/2	40	7.64 NONE	191 ELED3/1	3 0.57	NONE		7.07		100%	4% 12%			9.47	8,760	8.760
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	PROJECT BASIC INFORMATION	PRE-INSTALLATION			POST-INSTA	LATION						Energ	y Calculations			
Line Building Address Floor Area Description	PROJECT BASIC INFORMATION n Interior or Exterior Predominant Space Type Area Cooling Fixture Area Cooling	Pre Fixture Pre Fixture Code Pre Watts / Pre kW / Gty (W) (W) (kW)	Existing Existin Control Sensor drop down Quantit	g Post Post Fixture Code r Fixture ty Qty cable	Post Watts/ Fixture (W)	LATION Post KW / Propose Space Control (KW) Pisase entr DAYLTG, OCI NONE.	d Proposed Interior Cha Sensor in Connec Quantity Load	nge Exterior Change in cd Change in Connected Connected Load ing Load (kW) (kW) excluding CFLS CFL or LEf or Exit Signs exit sign	Applicant Co Coincidence	Factor	Interactive Interactive P Factor Factor	re Controls Factor C	Post Interior Controls Demand	Exterior Demand	Demand Applicant Savings Equivalent (KW) Full Load CFLs or Hours LED Exit Signs Estimate	Prescribed Annual Interior Equivalent Fixture kWh Full Load Saved Hours (excluding CFLs or Exit Signs)
		. (W) (kW)	drop down Quantit	ty Qty		(kW) Please ente DAYLTG, OCI	r Quantity Load	Connected Load	Factor		(demand) (energy)		Factor Savings	Savings	(kW) Full Load	Equivalent Fixture kWh Full Load Saved Hours (excluding
						NONE.	CFLs or E	it excluding CFLs CFL or LED	Estimate				excluding	excluding	LED Exit (EFLH)	CFLs or Exit
							Signs	or Exit Signs exit sign					CFLs or Exit Signs	CFLs or Exit Signs	Signs Estimate	Signs)
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Totals		191 7.64		191		0.57		7.07							9.47	

Project Estimate Savings Sum	
Estimated Annual kWh Savings	69,336
Total Change in Connected Load	7.07
Annual Estimated Cost Savings	\$6,933.60
Annual Operating Hours	8,760
Interior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$0.00
Exterior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$0.00
Total retrofit CFL Incentive @ \$1/screw-in CFL lamp; \$15/hard- wired CFL lamp (includes all retrofit CFLs, both interior and exterior)	\$0.00
Total retrofit LED Exit Incentive @ \$10/exit sign	\$1,910.00
Total Lighting Controls Incentive @ \$25/sensor (includes all Lighting Controls, both interior and exterior)	\$0.00
Total Calculated Incentive	\$1,910.00
Total Fixture Quantity excluding retrofit CFLs and LED Exit Sign	0
Total Lamp Quantity for retrofit Screw-In CFLs	0
Total Lamp Quantity for retrofit Hard-Wired CFLs	0
Total Fixture Quantity for retrofit LED Exit Signs	191
Total Quantity for Occupancy Sensors Total Quantity for Daylight Sensors	0

Please briefly describe how you estimate equivalent full-load hours (EFLH) for facility	5	· · · · · · · · · · · · · · · · · · ·
Demand Savings (For Internal Use		
Only)	9.47	

Lighting Inventory Form

Applicant Name: Facility Name: Date:

T12 Conversions - 2012 John Carroll University Nov-12

Instructions: Please use one line for each fishure type in a room or area. For exempting or proposed control, choose IOC for Docupany Sensor, DAVLTG for photosensor, or NONE for none. Conston must save energy to quality. The total of Carlom 5, the qualities of CFL and entil ages in Column M, and the quarties of animous in Column M, we all se used to calculate your incentive on the NonStandard Lighting form.

		PROJECT B	BASIC INFORMATION			PRE-IN	STALLATION				POST-INSTALLATIC	N							Energy	y Calculations				
Line Building Address Floo Item	or Area Description	PROJECT B Interior or Exterior Fixture	BASIC INFORMATION Predominant Space Type	Area Cooling	Pre Fixture Qty	Pre Fixture Code	Pre Watts / Fixture (W)	Pre kW / Space (kW)	Existing Existing Control Sensor drop down Quantity When applicable	Post Post Fixture Code Fixture	Post Watts/ Post Fixture Sp (W) (k	kW/ Proposed ice Control	Proposed Sensor	Interior Chang in Connected	Exterior Change in Change in Connected	Applicant Coincidence	Factor Factor	ve Interactive Factor 5) (energy)	Pre Controls Factor Co	Post Interior ontrols Demand Factor Savings	r Exterior d Demand	Demand Applicat Savings Equivale	nt Prescribed Annua nt Equivalent Fixtu	al Interior Jre kWh
							(W)	(KW)	drop down Quantity When applicable	Qty	(W) (k	V) Please enter DAYLTG, OCC o NONE.	Quantity When applicable	Load (kW) excluding	Exterior Change in Change in Connected Connected Load Load (KW) (KW) excluding CFLs CFL or LED or Exit Signs exit sign	Factor (CF)	(deman	s) (energy)	F	Factor Savings (kW)	r Exterior d Demand s Savings (kW) ng excluding r CFLs or ns Exit Signs	Savings Equivale (kW) Full Loa CFLs or Hours LED Exit (EFLH) Signs Estimati	d Full Load Sa Hours (exc	ure kWh aved cluding s or Exit igns)
														CFLs or Exit Signs	excluding CFLs CFL or LED or Exit Signs exit sign	Estimate				excludin CFLs of	r CFLs or	LED Exit (EFLH) Signs Estimat	CFLs Si	s or Exit igns)
																				Exit Sign	ns Exit Signs			
e.g. 400 North Street 2 e.g. Example 1	Office	Interior	Office - Small	Cooled Space	3	F44ILL	112	0.34	NONE OCC 5	3 CFT55/1-BX	56 0.	7 0000	3		0.17	84%	84% 34%	12%		30%		0.19 2,808	3,435	
		Exterior	Restaurant - Fast Food	Uncooled space	5	Example Cut Sheet 1	50			3 CFT55/1-BX 5 Example Cut Sheet 2	25 0.	7 OCC 3 DAYLTG	5		0.13	88%				50%	0.11	8,760	4,156	
1 2070 North Park Bedl 123 2070 North Park Bedl 123 2070 North Park Bedl 123 3 2070 North Park Bedl 123 4 2070 North Park Bedl 123 5 2070 North Park Bedl 123 5 2070 North Park Bedl 123 8 2070 North Park Bedl 123 8 2070 North Park Bedl 123 10 2070 North Park Bedl 123 11 2070 North Park Bedl 123 12 2070 North Park Bedl 123 13 2070 North Park Bedl 123 14 2070 North Park Bedl 123 14 2070 North Park Bedl 123 15 2070 North Park Bedl 123 14 2070 North Park Bedl 123 14 2070 North Park Bedl 123 15 2070 North Park Bedl 123 16 2070 North Park Bedl 123 16 2070 North Park Bedl 123	4 All Campus 4 All Campus	Interior	Education - University Education - University	Cooled Space	444 2.568	F43SS F42SS	151	67.04 241.39	NONE	444 F43SSILL 2.568 F42SSILL	72 31	97 NONE 26 NONE		35.08			64% 34%	12% 12% 12%		30.08			5,010 19	6,818 2,840
3 20700 North Park Blvd 1234	4 All Campus	Interior	Education - University	Cooled Space Cooled Space	98	F42SS	94	9.21	NONE	98 F41SSILL	26 2	5 NONE		6.66			64% 34% 64% 34%	12%		5.72 5.45 0.83			5,010 37	7,393
5 20700 North Park Blvd Basn	mt Boller House	Interior	Education - University Education - University	Cooled Space	185 14 604 288	F82SS	173	2.42	NONE	2,500 P4253LL 98 F41S3LL 185 F42S3LL 28 F42S3LL/T4 604 F21LL 288 F42S1LL/T4 756 FU1LL 376 F42S1LL/T4 40 F46ILL	40 0. 52 1.	IS NONE I8 NONE I6 NONE 18 NONE 19 NONE 55 NONE 19 NONE 15 NONE 16 NONE 17 NONE 18 NONE 16 NONE 16 NONE 16 NONE 12 NONE		0.97			EAM 24%	1.266		0.83			5,010 42	,420
6 20700 North Park Blvd Base 7 20700 North Park Blvd 1234	4 All Campus	Interior	Education - University Education - University	Cooled Space Cooled Space Cooled Space Cooled Space Uncooled space Uncooled space Cooled Space Uncooled Space Cooled Space	604 288	F21SS F42SS FU1EE F42SS	28 94	16.91 27.07	NONE	604 F21ILL 288 F42SILL/T4 756 FU1LL 376 F42SILL/T4 40 F46ILL 24 CE48LL	20 12 52 14	98 NONE 98 NONE		4.83			64% 34% 64% 34% 64% 34%	12%		4.14 10.37 7.13			5,010 27 5,010 67 5,010 46 5,010 88	7,113 7,873
8 20700 North Park Blvd 1234 9 20700 North Park Blvd 1234	4 All Campus 4 Library, Maint,BookSt	Interior	Education - University Education - University Education - University Education - University Education - University Education - University	Cooled Space Cooled Space	756 376 40	FU1EE F42SS	43 94 458	32.51 35.34	NONE	756 FU1LL 376 F42SILL/T4	32 24 52 19	19 NONE 55 NONE		8.32 15.79			64% 34% 64% 34%	12%		7.13 13.54 7.24			5,010 46 5,010 88 5,010 56	3,663 3,612
10 20700 North Park Blvd 1234	4 IM Gym 4 IM Gym	Interior Interior Interior	Education - University Education - University	Uncooled space	40		458	18.32	NONE	40 F46ILL 24 CF42/1-I	175 7. 48 1	NONE		11.32	3.77		64% 64%			7.24		2.41	5,010 56	5,713
12 20700 North Park Blvd 1234	4 All Campus	Interior	Education - University Education - University	Cooled Space	24 93 78	FU2SS F21SS	205 96 28	8.93	NONE	40 F40LL 24 CF42/1-L 93 FU2LL 78 F21ILL	60 5.	8 NONE		3.35			64% 34%	12%		2.87			5,010 18	3,786
14 20700 North Park Blvd 2	SOB 235	Interior	Education - University	Cooled Space	28	F22SS	56	1.57	NONE	16 F21LL	33 0.	6 NONE		1.11			64% 34%	12%		0.95			5,010 6,	,206
15 20700 North Park Blvd 2 16 20700 North Park Blvd 1234	4 St. Francis Chapel	Interior	Education - University Education - University	Cooled Space Cooled Space Cooled Space	37	MH150/1 1250/1	190 250	30.75	NONE	14 F22ILL 14 F22ILL 38 F42SSILL 36 F44SSILL	33 0. 48 1.	IS NONE		6.57 28.93			64% 34% 64% 34%	12%		5.63 24.81			5,010 36 5,010 162	2,310
		Interior	Education - University Education - University	Cooled Space	36	F44SS F83SS	188	6.77			96 3. 100 3.	0 NONE		3.31 2.95			64% 34% 64% 34%	12%		2.84			5,010 18 5,010 16	3,584
19 20700 North Park Blvd 1234 20 20700 North Park Blvd 1234	4 Bernet Vanity 4 Bernet Vanity	Interior Interior	Education - University Education - University Education - University	Cooled Space Cooled Space Cooled Space	26 14	F22SS F32SS F42SS	56 81	1.46	NONE NONE NONE	26 F22GL 14 F32GL 14 F42GL 12 F42SSILL/T4	35 0. 52 0	1 NONE 3 NONE 18 NONE		0.55			64% 34%	12%		0.47			5,010 3, 5,010 2, 5,010 2,	,064
21 20700 North Park Blvd 1234	4 Bernet Vanity	Interior	Education - University Education - University	Cooled Space Cooled Space	14	F42SS F82SS	94	1.32	NONE	14 F42GL 12 F42SSILL/T4	63 0.	8 NONE		0.43			64% 34% 64% 34%	12% 12%		0.37			5,010 2, 5,010 8,	,435
22 20700 North Park Bivd Basin 23 20700 North Park Bivd 1	DSC Incubators	Interior	Education - University	Cooled Space	4	F41SS	57	0.23	NONE	4 F41SSILL	47 0. 26 0.	0 NONE		1.51			64% 34%	12%		0.11			5,010 E	696
24 20700 North Park Blvd 1 25 20700 North Park Blvd Basin	mt DSC AHU's	Interior Interior	Education - University Education - University	Cooled Space Uncooled space	58	F22SS F42SS	94	0.39 5.45	NONE	7 F22ILL 58 F42SSILL	33 U. 48 2.	8 NONE		0.16 2.67			64% 34% 64%	12%		0.14			5,010 S	903 3,367 .175
26 20700 North Park Blvd 1234 27 20700 North Park Blvd 1234	4 All Campus 4 All Campus	Interior	Education - University Education - University	Cooled Space	93 604	F21SS	28	2.60 33.82	NONE		20 1. 33 19	6 NONE 93 NONE		0.74 13.89			64% 34% 64% 34%	12% 12%					5.010 4. 5.010 77	.175
28 20700 North Park Blvd 12 29 20700 North Park Blvd 1234	GRA 4 All Campus	Interior	Education - University Education - University Education - University	Cooled Space Cooled Space Uncooled space	111 624	F22SS F42SS F42SS	94 94	10.43 58.66	NONE	604 F22IL 111 F42SSILL 624 F42SSILL 21 F42SSILL 28 F22GL 4 F42SSILL 6 F42SSILL	48 5. 48 29	I3 NONE 95 NONE					64% 34%			11.91 4.38 18.37 1.84 1.56			5.010 77 5.010 77 5.010 28 5.010 142 5.010 12 5.010 10 5.010 10	3,651 3,807
30 4070 Carroll 12 31 4070 Carroll 12	4070 Carroll/ROTC 4070 Carroll/ROTC	Interior	Education - University Education - University	Cooled Space Cooled Space	21 28	1150/1	150	3.15	NONE	21 F42SSILL 28 F22GL	48 1. 35 0.	II NONE		28.70 2.14 1.82			64% 34% 64% 34%	12%		1.84			5,010 12	2,019
32 20700 North Park Blvd 1 32 20700 North Park Blvd 5	Rodman Advancement	Interior	Education - University	Cooled Space	4	1100/1 F44SS	100	0.40	NONE	4 F42SSILL	48 0.	9 NONE		0.21			64% 34%	12%		0.18			5,010 1, 5,010 4,	,167 ,208
34 20700 North Park Blvd 12	Pool,Corbo,Rcktball	Interior	Education - University	Cooled Space	191	MH250/1	295	56.35	NONE	120 Cut Sheet 10	68 8.	6 NONE		0.04	48.19		64% 34%	12%		0.04		41.32	5,010 5,010	,200
36 20700 North Park Blvd 1234 36 20700 North Park Blvd 1234	4 All Campus 4 All Campus	Interior Interior	Education - University Education - University	Cooled Space	396 1,150	160/1 175/1	75	23.76 86.25	NONE	396 Cut Sheet 2 1,150 Cut Sheet 3	10 3.	25 NONE			19.80		64% 34% 64% 34%	12%				16.98 59.17	5,010	
11 2020 Monit Pred Biol	4 All Campus 4 All Campus	Interior	Education - Liniventity Education - Liniventity	Coded Space Coded Space Uncoded Space Uncoded Space Coded Space Coded Space Coded Space Coded Space Coded Space Coded Space	31 24	1100/1	100	3.10 2.40	NONE	31 Cut Sheet 4 24 Cut Sheet 5	20 0. 23 0.	2 NONE			2.48		64% 34% 64% 34%	12%				2.13	5,010 5,010	
39 20700 North Park Bivd 1234 40 20700 North Park Bivd 1234 41 20700 North Park Bivd 2	4 All Campus 4 All Campus	Interior	Education - University	Cooled Space	810	1150/1	150	28.35			26 21 42 7	06 NONE	+		100.44 20.41		64% 34% 64% 34%	12%				86.14 17.51	5,010	
41 2020 Mini Fight Biol 2 42 2070 Mini Figh Biol 2 42 2070 Mini Figh Biol 2 43 2070 Mini Figh Biol 2 44 2070 Mini Figh Biol 2 45 2070 Mini Figh Biol 2 46 2070 Mini Figh Biol 2 47 2070 Mini Figh Biol 2 48 2070 Mini Figh Biol 2 49 2070 Mini Figh Biol 1 11 2070 Mini Figh Biol 1 12 2070 Mini Figh Biol 1 14 2071 Bioline Biol 1 15 2070 Mini Figh Biol 1 16 2071 Bioline Biol 1 17 2072 Bioline Biol 1 18 2727 Bioline Biol 1 19 2071 Bioline Bi	LSC Storage Main Dising Hall	Interior	Education - University Education - University	Cooled Space Cooled Space	6 240	FU2SS	96	0.58	NONE	189 Cut Sheet 7 6 FU2ILL 83 CFT40/2-8X	59 0. 72	66 NONE 33 NONE 33 NONE 33 NONE 34 NONE 35 NONE 95 NONE 91 NONE 93 NONE 94 NONE 95 NONE 106 NONE 105 NONE 105 NONE 105 NONE 105 NONE 106 NONE 107 NONE 108 NONE 109 NONE 100 NONE 101 NONE 102 NONE 103 NONE 104 NONE 105 NONE 106 NONE 108 NONE 109 NONE 100 NONE		0.22	7.70		64% 34% 64% 34%	12%		0.19		6.61	6.010	,246
43 20700 North Park Blvd 1 43 20700 North Park Blvd 1234	4 All Campus	Interior	Education - University	Cooled Space	6,552	F41SSILL	26	170.35	NONE	6,552 Cut Sheet 9	25 16	80 NONE	1	6.55			64% 34%	12%		5.62			5,010 36	5,765
44 20700 North Park Blvd 1 45 20700 North Park Blvd 1	Main Dining Hall Main Dining Hall	Interior	Education - University Education - University	Cooled Space Cooled Space	20 60	F41SS	94 57	1.88 3.42	NONE NONE NONE	20 CFT40/2 71 Cut Sheet 6 152 F42ILL	85 1.	0 NONE 15 NONE 17 NONE			0.18 1.57		64% 34% 64% 34%	12%				0.15 1.35	5,010 5,010	
46 20700 North Park Blvd 1 47 20700 North Park Blvd 2	SAC Conf Rooms SAC Conf Rooms	Interior Interior	Education - University Education - University	Cooled Space Cooled Space	152 60	F42SS F42SS	94 94	5.64	NONE	152 F42ILL 151 CFT40/2-BX	72 10	87 NONE		5.32	-5.23		64% 34% 64% 34%	12%		4.56		-4.49		9,852
48 20700 North Park Blvd 2 49 20700 North Park Blvd 2	SAC Conf Rooms Murphy Room	Interior Interior	Education - University Education - University	Cooled Space Cooled Space	30 8	F42SS F42SS	94 94	2.82	NONE	151 CFT40/2-8X 30 F41SSILL 8 F42SSILL	26 0. 48 0.	8 NONE		2.04 0.37			64% 34% 64% 34%	12%		1.75			5,010 11 5,010 2,	,447
50 20700 North Park Blvd 1 51 20700 North Park Blvd 1	International Grill	Interior	Education - University	Cooled Space	1	F42SS F41SS	94	0.09	NONE	1 F42SSILL 3 F41SSILL	48 0.	IS NONE		0.05			64% 34%	12%		0.04			5,010 2 5,010 5	258 522
52 20700 North Park Blvd 1	International Grill	Interior Interior Interior	Education - University Education - University	Cooled Space Cooled Space	18	175/1	75	1.35	NONE	18 CF23/1	29 0	2 NONE			0.83		64% 34%	12%				0.71		
54 2563 S.Belvoir B12	2 Career& Counseling 2 Career& Counseling	Interior	Education - University Education - University	Cooled Space Cooled Space Cooled Space Cooled Space Cooled Space Uncooled Space Cooled Space Uncooled space	18 29 40 4	175/1 F44SS F42SS F22SS 175/1 175/1	94	3.76	NONE NONE NONE NONE NONE NONE NONE NONE	18 CF23/1 29 F44SSILL 40 F42SSILL 4 FU2LL 42 CF42/1-L 4 CF42/1-L	48 1.	2 NONE		2.67 1.84 -0.02			64% 34% 64% 34%	12%		2.29 1.58 -0.01			5.010 5.010 14 5.010 10 5.010 -	1,971),325 -90
55 2567 S.Belvoir B12 56 2567 S.Belvoir B12	2 Career& Counseling 2 Career& Counseling	Interior	Education - University Education - University	Cooled Space Cooled Space	4 42 4	F22SS 175/1	56	0.22 3.15	NONE	4 FU2LL 42 CF42/1-L 4 CF42/1-L	60 0. 48 2.	A NONE		+0.02	1.13		64% 34% 64% 34%	12%		-0.01		0.97 0.07	5.010	-90
57 2567 S.Belvoir B12 58 2212 Green Road B12	2 Career& Counseling 2 GRA	Interior Interior Exterior Interior Interior	Education - University Education - University	Uncooled space Cooled Space	4 36	175/1 F44SS	75 188	0.30 6.77	NONE NONE NONE	4 CF42/1-L 36 F44SSILL 15 F22ILL	48 0. 96 3.	9 NONE 16 NONE		3.31	0.11		64% 64% 34%	12%		2.84		0.07	5,010 5,010 18	8,584
59 2212 Green Road B12 60 2212 Green Road B	2 GRA	Interior		Uncooled space	36 15 12	F22SS F82SS	56 173	0.84	NONE NONE	36 F44SSILL 15 F22ILL 12 F82ILL	33 0. 109 1	88 NONE 55 NONE 56 NONE 52 NONE 52 NONE 52 NONE 54 NONE 52 NONE 54 NONE 55 NONE 66 NONE 11 NONE 15 NONE		0.35			64% 64%			0.22			5,010 18 5,010 1, 5,010 3,	728
61 2212 Green Road B12 62 4070 Carroll 12	2 GRA	Interior Interior Interior	Education - University Education - University Education - University	Uncooled space Uncooled space Cooled Space	29	175/1	75	2.18	NONE	29 Cut Sheet 4 10 Cut Sheet 6	20 0.	8 NONE			1.60		64% 64% 34%	12%				1.02 0.63	5,010 5,010	
63 4070 Carroll 12	4070 Carroll/ROTC	Interior	Education - University	Cooled Space	4	F21SS	28	0.11	NONE	4 F21ILL	20 0	18 NONE		0.03	0.74		64% 34%	12%		0.03		14.38	5,010 1	180
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		PROJECT BASIC INFORMATION	PRE-INSTALLATION			POST-INSTA	LATION	_					Energy Calculation	ons		
	Line Building Address Floor Area Description	Interior or Exterior Predominant Space Type Area Cooling Fixture	Pre Fixture Pre Fixture Code Pre Watts / Pre kW / Oty Fixture Space	Existing Existing Control Sensor	Post Post Fixture Code Fixture	Post Watts/ Fixture	Post kW / Proposed Space Control	I Proposed Interior Cha Sensor in Connec	inge Exterior Change in ted Change in Connected	Applicant Co Coincidence	Incidence I Factor	Interactive Interactive Pre Co Factor Factor Fac	tor Controls E	Interior Ex Demand De	cterior Demand App emand Savings Equi	cant Prescribed Annual Interio valent Equivalent Fixture kWh
			(W) (kW)	drop down Quantity	Qty		(kW) Please anto DAYLTG, OCC	Quantity Load	Connected Load	Factor		(demand) (energy)	Factor 8	Savings Sa	ivings (kW) Full	Load Full Load Saved
							NONE.	CFLs or E	xit excluding CFLs CFL or LED	Estimate			e	xcluding exc	luding LED Exit (El	LH) CFLs or Exit
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Project Estimate Savings Sum	
Estimated Annual kWh Savings	3,589,538
Total Change in Connected Load	648.46
Annual Estimated Cost Savings	\$358,953.80
Annual Operating Hours	5,010
Interior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$96,981.45
Exterior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$0.00
Total retrofit CFL Incentive @ \$1/screw-in CFL lamp; \$15/hard- wired CFL lamp (includes all retrofit CFLs, both interior and exterior)	\$10,620.00
Total retrofit LED Exit Incentive @ \$10/exit sign	\$0.00
Total Lighting Controls Incentive @ \$25/sensor (includes all Lighting Controls, both interior and exterior)	\$0.00
Total Calculated Incentive	\$107,601.45
Total Fixture Quantity excluding retrofit CFLs and LED Exit Sign	14214
Total Lamp Quantity for retrofit Screw-In CFLs	3000
Total Lamp Quantity for retrofit Hard-Wired CFLs	508
Total Fixture Quantity for retrofit LED Exit Signs	0
Total Quantity for Occupancy Sensors Total Quantity for Daylight Sensors	0

Please briefly describe how you estimat equivalent full-load hours (EFLH) for facilit		
Demand Savings (For Internal Use Only)	538.35	

<u>Mercantile Customer Project Commitment Agreement</u> <u>Cash Rebate Option</u>

THIS MERCANTILE CUSTOMER PROJECT COMMITMENT AGREEMENT ("Agreement") is made and entered into by and between The Cleveland Electric Illuminating Company, its successors and assigns (hereinafter called the "Company") and John Carroll University, Taxpayer ID No. 34 0714681 its permitted successors and assigns (hereinafter called the "Customer") (collectively the "Parties" or individually the "Party") and is effective on the date last executed by the Parties as indicated below.

WITNESSETH

WHEREAS, the Company is an electric distribution utility and electric light company, as both of these terms are defined in R.C. § 4928.01(A); and

WHEREAS, Customer is a mercantile customer, as that term is defined in R.C. § 4928.01(A)(19), doing business within the Company's certified service territory; and

WHEREAS, R.C. § 4928.66 (the "Statute") requires the Company to meet certain energy efficiency and peak demand reduction ("EE&PDR") benchmarks; and

WHEREAS, when complying with certain EE&PDR benchmarks the Company may include the effects of mercantile customer-sited EE&PDR projects; and

WHEREAS, Customer has certain customer-sited demand reduction, demand response, or energy efficiency project(s) as set forth in attached Exhibit 1 (the "Customer Energy Project(s)") that it desires to commit to the Company for integration into the Company's Energy Efficiency & Peak Demand Reduction Program Portfolio Plan ("Company Plan") that the Company will implement in order to comply with the Statute; and

WHEREAS, the Customer, pursuant to the Public Utilities Commission of Ohio's ("Commission") September 15, 2010 Order in Case No. 10-834-EL-EEC, desires to pursue a cash rebate of some of the costs pertaining to its Customer Energy Project(s) ("Cash Rebate") and is committing the Customer Energy Project(s) as a result of such incentive.

WHEREAS, Customer's decision to commit its Customer Energy Project(s) to the Company for inclusion in the Company Plan has been reasonably encouraged by the possibility of a Cash Rebate.

WHEREAS, in consideration of, and upon receipt of, said cash rebate, Customer will commit the Customer Energy Project(s) to the Company and will comply with all other terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

 Customer Energy Projects. Customer hereby commits to the Company and Company accepts for integration into the Company Plan the Customer Energy Project(s) set forth on attached Exhibit 1. Said commitment shall be for the life of the Customer Energy Project(s). Company will incorporate said project(s) into the Company Plan to the extent that such projects qualify. In so committing, and as evidenced by the affidavit attached hereto as Exhibit A, Customer acknowledges that the information provided to the Company about the Customer Energy Project(s) is true and accurate to the best of its knowledge.

- a. By committing the Customer Energy Project(s) to the Company, Customer acknowledges and agrees that the Company shall control the use of the kWh and/or kW reductions resulting from said projects for purposes of complying with the Statute. By committing the Customer Energy Project(s), Customer further acknowledges and agrees that the Company shall take ownership of the energy efficiency capacity rights associated with said Project(s) and shall, at its sole discretion, aggregate said capacity into the PJM market through an auction. Any proceeds from any such bids accepted by PJM will be used to offset the costs charged to the Customer and other of the Company's customers for compliance with state mandated energy efficiency and/or peak demand requirements
- b. The Company acknowledges that some of Customer's Energy Projects contemplated in this paragraph may have been performed under certain other federal and/or state programs in which certain parameters are required to be maintained in order to retain preferential financing or other government benefits (individually and collectively, as appropriate, "Benefits"). In the event that the use of any such project by the Company in any way affects such Benefits, and upon written request from the Customer, Company will release said Customer's Energy Project(s) to the extent necessary for Customer to meet the prerequisites for such Benefits. Customer acknowledges that such release (i) may affect Customer's cash rebate discussed in Article 3 below; and (ii) will not affect any of Customer's other requirements or obligations.
- c. Any future Customer Energy Project(s) committed by Customer shall be subject to a separate application and, upon approval by the Commission, said projects shall become part of this Agreement.
- d. Customer will provide Company or Company's agent(s) with reasonable assistance in the preparation of the Commission's standard joint application for approval of this Agreement ("Joint Application") that will be filed with the Commission, with such Joint Application being consistent with then current Commission requirements.
- e. Upon written request and reasonable advance notice, Customer will grant employees or authorized agents of either the Company or the Commission reasonable, pre-arranged access to the Customer Energy Project(s) for purposes of measuring and verifying energy savings and/or peak demand reductions resulting from the Customer Energy Project(s). It is expressly agreed that consultants of either the Company or the Commission are their respective authorized agents.
- 2. Joint Application to the Commission. The Parties will submit the Joint Application using the Commission's standard "Application to Commit Energy Efficiency/Peak Demand Reduction Programs" ("Joint Application") in which they will seek the Commission's approval of (i) this Agreement: (ii) the commitment of the Customer Energy Project(s) for inclusion in the Company Plan; and (iii) the Customer's Cash Rebate.

The Joint Application shall include all information as set forth in the Commission's standard form which, includes without limitation:

- i. A narrative description of the Customer Energy Project(s), including but not limited to, make, model and year of any installed and/or replaced equipment;
- ii. A copy of this Agreement; and
- iii. A description of all methodologies, protocols, and practices used or proposed to be used in measuring and verifying program results.

- 3. Customer Cash Rebate. Upon Commission approval of the Joint Application, Customer shall provide Company with a W-9 tax form, which shall at a minimum include Customer's tax identification number. Within the greater of 90 days of the Commission's approval of the Joint Application or the completion of the Customer Energy Project, the Company will issue to the Customer the Cash Rebate in the amount set forth in the Commission's Finding and Order approving the Joint Application.
 - a. Customer acknowledges: i) that the Company will cap the Cash Rebate at the lesser of 50% of Customer Energy Project(s) costs or \$250,000; ii) the maximum rebate that the Customer may receive per year is \$500,000 per Taxpayer Identification Number per utility service territory; and iii) if the Customer Energy Project qualifies for a rebate program approved by the Commission and offered by the Company, Customer may still elect to file such project under the Company's mercantile customer self direct program, however the Cash Rebate that will be paid shall be discounted by 25%; and
 - b. Customer acknowledges that breaches of this Agreement, include, but are not limited to:
 - i. Customer's failure to comply with the terms and conditions set forth in the Agreement, or its equivalent, within a reasonable period of time after receipt of written notice of such non-compliance;
 - ii. Customer knowingly falsifying any documents provided to the Company or the Commission in connection with this Agreement or the Joint Application.
 - c. In the event of a breach of this Agreement by the Customer, Customer agrees and acknowledges that it will repay to the Company, within 90 days of receipt of written notice of said breach, the full amount of the Cash Rebate paid under this Agreement. This remedy is in addition to any and all other remedies available to the Company by law or equity.
- 4. Termination of Agreement. This Agreement shall automatically terminate:
 - a. If the Commission fails to approve the Joint Agreement;
 - b. Upon order of the Commission; or
 - c. At the end of the life of the last Customer Energy Project subject to this Agreement.

Customer shall also have an option to terminate this Agreement should the Commission not approve the Customer's Cash Rebate, provided that Customer provides the Company with written notice of such termination within ten days of either the Commission issuing a final appealable order or the Ohio Supreme Court issuing its opinion should the matter be appealed.

- 5. Confidentiality. Each Party shall hold in confidence and not release or disclose to any person any document or information furnished by the other Party in connection with this Agreement that is designated as confidential and proprietary ("Confidential Information"), unless: (i) compelled to disclose such document or information by judicial, regulatory or administrative process or other provisions of law; (ii) such document or information is generally available to the public; or (iii) such document or information was available to the receiving Party on a non-confidential basis at the time of disclosure.
 - a. Notwithstanding the above, a Party may disclose to its employees, directors, attorneys, consultants and agents all documents and information furnished by the other Party in connection with this Agreement, provided that such employees, directors, attorneys,

consultants and agents have been advised of the confidential nature of this information and through such disclosure are deemed to be bound by the terms set forth herein.

- b. A Party receiving such Confidential Information shall protect it with the same standard of care as its own confidential or proprietary information.
- c. A Party receiving notice or otherwise concluding that Confidential Information furnished by the other Party in connection with this Agreement is being sought under any provision of law, to the extent it is permitted to do so under any applicable law, shall endeavor to: (i) promptly notify the other Party; and (ii) use reasonable efforts in cooperation with the other Party to seek confidential treatment of such Confidential Information, including without limitation, the filing of such information under a valid protective order.
- d. By executing this Agreement, Customer hereby acknowledges and agrees that Company may disclose to the Commission or its Staff any and all Customer information, including Confidential Information, related to a Customer Energy Project, provided that Company uses reasonable efforts to seek confidential treatment of the same.
- 6. Taxes. Customer shall be responsible for all tax consequences (if any) arising from the payment of the Cash Rebate.
- Notices. Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement must be in writing and must be delivered or sent by overnight express mail, courier service, electronic mail or facsimile transmission addressed as follows:

If to the Company:

FirstEnergy Service Company 76 South Main Street Akron, OH 44308 Attn: Victoria Nofziger Telephone: 330-384-4684 Fax: 330-761-4281 Email: vmnofziger@firstenergycorp.com

If to the Customer:

John Carroll University 1 John Carroll Boulevard University Heights, OH 44118 Attn:Bernard R. Beyer Telephone:216-397-4317 Fax:216-397-4675 Email:bbeyer@jcu.edu or to such other person at such other address as a Party may designate by like notice to the other Party. Notice received after the close of the business day will be deemed received on the next business day; provided that notice by facsimile transmission will be deemed to have been received by the recipient if the recipient confirms receipt telephonically or in writing.

- 8. Authority to Act. The Parties represent and warrant that they are represented by counsel in connection with this Agreement, have been fully advised in connection with the execution thereof, have taken all legal and corporate steps necessary to enter into this Agreement, and that the undersigned has the authority to enter into this Agreement, to bind the Parties to all provisions herein and to take the actions required to be performed in fulfillment of the undertakings contained herein.
- 9. Non-Waiver. The delay or failure of either party to assert or enforce in any instance strict performance of any of the terms of this Agreement or to exercise any rights hereunder conferred, shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights at any later time or on any future occasion.
- 10. Entire Agreement. This Agreement, along with related exhibits, and the Company's Rider DSE, or its equivalent, as amended from time to time by the Commission, contains the Parties' entire understanding with respect to the matters addressed herein and there are no verbal or collateral representations, undertakings, or agreements not expressly set forth herein. No change in, addition to, or waiver of the terms of this Agreement shall be binding upon any of the Parties unless the same is set forth in writing and signed by an authorized representative of each of the Parties. In the event of any conflict between Rider DSE or its equivalent and this document, the latter shall prevail.
- 11. Assignment. Customer may not assign any of its rights or obligations under this Agreement without obtaining the prior written consent of the Company, which consent will not be unreasonably withheld. No assignment of this Agreement will relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee and all necessary consents have been obtained.
- 12. Severability. If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the Parties further agree to substitute for the invalid portion a valid provision that most closely approximates the economic effect and intent of the invalid provision.
- 13. Governing Law. This Agreement shall be governed by the laws and regulations of the State of Ohio, without regard to its conflict of law provisions.
- 14. Execution and Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall constitute an original without the necessity of all parties signing the same page or the same documents, and may be executed by signatures to electronically or telephonically transmitted counterparts in lieu of original printed or photocopied documents. Signatures transmitted by facsimile shall be considered original signatures.

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 set forth below.

The Cleveland Electric Illuminating Company_

(Company) <u>in p</u> Γ l By:

Title: \sqrt{N} .P. Of Energy Efficiency

12-31-12 Date:

John Carroll University_ (Customer) By:≝ Richard F /Mausser Title: Vice President for Finance

Date: January 2, 2013

Affidavit of John Carroll University - Exhibit _A _

STATE OF OHIO

SS:

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COUNTY OF Cuya hoga)

I, Richard F. Mausser ,being first duly sworn in accordance with law, deposes and states as follows:

- 1. I am the V. P. for Finance of John Carroll University ("Customer") As part of my duties, I oversee energy related matters for the Customer.
- 2. The Customer has agreed to commit certain energy efficiency projects to

The Cleveland Electric Illuminating Company ("Company"), which are the subject of the agreement to which this affidavit is attached ("Project(s)").

- 3. In exchange for making such a commitment, the Company has agreed to provide Customer with Cash ("Incentive"). This Incentive was a critical factor in the Customer's decision to go forward with the Project(s) and to commit the Project(s) to the Company.
- All information related to said Project(s) that has been submitted to the Company is true and accurate to the best of my knowledge.

FURTHER AFFIANT SAYETH NAUGHT.

Richard F. Mausser

Sworn to before me and subscribed in my presence this 2 day of $\frac{Dan}{2}$, $20 \frac{13}{2}$

Jean M. Jiblis) Notary Jean M. Tibbs

Notary Public, State of Ohio, Cuy. Cty. My Commission Expires Aug. 17, 2013

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

2/19/2013 10:29:53 AM

in

Case No(s). 13-0067-EL-EEC

Summary: Application to Commit Energy Efficiency/Peak Demand Reduction Programs of The Cleveland Electric Illuminating Company and John Carroll University electronically filed by Ms. Jennifer M. Sybyl on behalf of The Cleveland Electric Illuminating Company and John Carroll University