Ohio | Public Utilities Commission

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

Case No.: 13-0035-EL-EEC

Mercantile Customer:	Western Reserve Local Schools
Electric Utility:	Ohio Edison Company
Program Title or Description:	Project 1 - High Efficiency Lighting Project 2 - Motor Controls

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. 10-834-EL-POR

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 ee-pdr@puc.state.oh.us.

Section 1: Mercantile Customer Information

Name:Western Reserve K-12 School

Principal address:13850 Akron-Canfield Road Berlin Center, Ohio 44401

Address of facility for which this energy efficiency program applies: 13850 Akron-Canfield Road Berlin Center, Ohio 44401

Name and telephone number for responses to questions:Charles Swindler (330) 547-4100

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: Ohio Edison 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):

3/31/2012.

☐ Behavioral or operational improvement.

B) Energy savings achieved/to be achieved by the energy efficiency program:

1) 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: _____ 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**

3) 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: 568,908 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) What is the peak demand reduction achieved or capable of being achieved (show calculations through which this was determined):

_____ 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):

☒ A cash rebate of $11,240.00. (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.: 13-0035-EL-EEC

State of Ohio :

Charles Swindler, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

Western Reserve Local Schools

[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.

Charles Swindler Business Manager

Signature of Affiant & Title

Sworn and subscribed before me this 30 day of NOVEMBER, 2012 Month/Year

Deborah Lavezzare

Signature of official administering oath

DEBORAH LAVEZZARE

Print Name and Title

My commission expires on 11.18.2015

Exhibit 1

Customer Legal Entity Name: Western Reserve Local Schools

Site Address: Western Reserve School K-12
Principal Address: 13850 Akron-Canfield Road

Project No.	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	What date would you have replaced your 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.
1	High Efficiency Lighting	A high efficiency lighting system was installed in the new Western Reserve Schools K-12 building. 3 lamp T8 fluorescent fixtures with electronic dimming ballasts were used throughout the space. Daylight sensors were installed in the classrooms and offices to reduce energy use when natural light levels are high enough to properly illuminate the space. A wattage density of 1.2 watts/sq. ft. was used as the baseline for the energy calculations.	Please see the attached lighting calculations "WRS_P1_NonStandard_Lighting_Calculator.xls".	N/A	Standard efficiency 3 lamp T8 fluorescent with 2 electronic ballasts and bi-level switching. The 3 lamp fluorescent T8 fixtures with daylighting controls were chosen to reduce energy during the day when the natural lighting coming through the windows is sufficient to light the space.
2	Motor Controls	VFDs were installed on the geothermal loop pumps in order to vary the speed based on the demand for heating and cooling. The geothermal loop system consists of 2 - 40hp primary loop pumps, 2 - 25hp and 2 - 5hp circulation pumps. Pressure and temperature sensors, tied into the building automation system, provide a means to control the speed of the pumps based on demand. Supply and exhaust fans in air handelers 1 - 6 also have VFD controls. The speed of the fans are controlled based on the demand for heating, cooling and ventilation. The fan motors controlled by VFDs are as follows AH-1: (1) 7.5hp & (1) 15hp, AH-2: (1) 7.5hp & (1) 15hp, AH-3: (1) 5hp & (1) 7.5hp, AH-4: (1) 5hp & (1) 7.5hp, AH-5: (1) 5hp & (1) 7.5hp, AH-6: (1) 15hp & (1) 20hp.	Please see the attached VFD energy savings calculations "WRS_P2_Energy Savings Calcs.pdf".	N/A	HVAC pumps and fans wth simple on/of relay controls. VFD controls were placed on pump motors and fans throughout the school building to vary the speed based on the demand placed on the system.

Exhibit 2

Customer Legal Entity Name: Western Reserve Local Schools
Site Address: Western Reserve School K-12
Principal Address: 13850 Akron-Canfield Road

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (c) *Note 1*
2011	2,413,260	2,413,260	2,413,260
Average	**2,413,260**	**2,413,260**	**2,413,260**

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	High Efficiency Lighting	03/31/2012	$612,939	$306,470	249,934	249,934	-	$7,261	$5,446	
2	Motor Controls	03/31/2012	$361,340	$180,670	318,974	318,974	-	$7,725	$5,794	
					-	-	-			
					-	-	-			
					-	-	-			
					-	-	-			
					-	-	-			
		Total	**$974,279**		**568,908**	**568,908**	**0**	**$14,986**	**$11,240**	**$0**

Docket No. 13-0035
Site: 13850 Akron-Canfield Road

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)	Utility Avoided Cost $/MWh (B)	Utility Avoided Cost $ (C)	Utility Cost $ (D)	Cash Rebate $ (E)	Administrator Variable Fee $ (F)	Total Utility Cost $ (G)	UCT (H)
1	250	$ 308	$ 77,050	$ 2,025	$5,446	$2,499	$ 9,970	**7.7**
2	319	$ 308	$ 98,333	$ 2,025	$5,794	$3,190	$ 11,008	**8.93**
Total	**569**	**$ 308**	**175,383**	**4,050**	**$11,240**	**$5,689**	**20,979**	**8.4**

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)

Western Reserve Local Schools ~ Western Reserve School K-12
Docket No. 13-0035

Site: 13850 Akron-Canfield Road

Lighting Inventory Form

Applicant Name: Western Reserve School Board

Facility Name: Western Reserve School

Date: 10/22/2012

Lighting Zone (exterior only): Lighting Zone 3

Instructions: Please use one line for each fixture type in a room or area

For existing or proposed control, choose OCC for Occupancy Sensor, DAYLTG for photosensor, or NONE for none. Controls must save energy to qualify.

The total of Column S, the quantities of CFLs and exit signs in Column M, and the quantities of sensors in Column R, will be used to calculate your incentive on the NonStandard Lighting form.

PROJECT BASIC INFORMATION										PRE-INSTALLATION (RETROFIT)					BASELINE (NEW CONSTRUCTION)				POST-INSTALLATION																		Energy Calculations									
Line Item	New Construction or Retrofit	Building Address	Floor	Area Description	Space Description	Interior or Exterior Fixture	Predominant Space Type	Exterior Lighting Description (Exterior Lighting Only)	Area Cooling	Pre Fixture Qty	Pre Fixture Code	Pre Watts / Fixture (W)	Pre kW / Space (kW)	Existing Control drop down	Existing Sensor Quantity Mark applicable	Units e.g. Square Feet (sf) If multiple fixture types are used, please only enter the total area/dimension/qty once per space.	Lighting Power Density (W/unit)	Baseline kW / Space (kW)	Post Fixture Qty	Post Fixture Code	Post Watts / Fixture (W)	Post kW / Space (kW)	Are Occupancy Sensors Required by Code?	Proposed Control drop down	Proposed Sensor Quantity Mark applicable	Interior Change in Connected Load (kW) excluding retrofit CFLs or Exit Signs	Exterior Change in Connected Load (kW) excluding retrofit CFLs or Exit Signs	Change in Connected Load (kW) retrofit CFL or LED Exit Signs	Applicant Coincidence Factor (CF) Estimate	Coincidence Factor	Interactive Factor (demand)	Interactive Factor (energy)	Pre Controls Factor	Post Controls Factor	Interior Demand Savings (kW) excluding Retrofit CFLs or Exit Signs	Exterior Demand Savings (kW) excluding Retrofit CFLs or Exit Signs	Demand Savings (kW) Retrofit CFLs or LED Exit Signs	Applicant Equivalent Full Load Hours (EFLH) Estimate	Prescribed Equivalent Full Load Hours	Annual Interior Fixture kWh Saved (excluding retrofit CFLs or Exit Signs)
# @	Retrofit	400 North Street	2	Office	Other	Interior	Office - Small		Cooled Space	3	FA4/L2	112	0.34	NONE					3	CFT55/2-BX	56	0.17	No	OCC	3				84%	84%	34%	12%	0%	30%			0.19	2,808	3,435	
# @	New Construction	Example	1	Restaurant	Int. Meeting or Trainin	Exterior	Retail - Small	Building facades (inner fl based)	Cooled Space							500	linear ft	3.8	1.88	5	Example Cut Sheet 2	25	0.13	Yes	DAY	5		1.75		88%	89%	34%	12%	0%	0%		-2.08		8,760	3,068	
1	New Construction	13850 Akron-Canfield Rd	1	Unit A Classrooms	Other	Interior	Other - Please estimate CF and EFLH		Cooled Space							14,861	8*2	1.2	17.83	152	Cut Sheet 1	93	13.95	No	DAY	15	3.88			54%	54%	34%	12%	0%	50%	2.81			4,752	4,752	20,667
2	New Construction	13850 Akron-Canfield Rd	1	Unit B Classrooms	Other	Interior	Other - Please estimate CF and EFLH		Cooled Space							6,632	8*2	1.2	11.56	62	Cut Sheet 1	93	5.77	No	DAY	4	5.79			54%	54%	34%	12%	0%	50%	4.19			4,752	4,752	30,829
3	New Construction	13850 Akron-Canfield Rd	1	Unit E Classrooms	Other	Interior	Other - Please estimate CF and EFLH		Cooled Space							17,748	8*2	1.2	21.30	162	Cut Sheet 1	93	15.07	No	DAY	13	6.23			54%	54%	34%	12%	0%	50%	4.51			4,752	4,752	33,166
4	New Construction	13850 Akron-Canfield Rd	1	Unit F Classrooms	Other	Interior	Other - Please estimate CF and EFLH		Cooled Space							16,910	8*2	1.2	20.17	140	Cut Sheet 1	93	13.02	No	DAY	13	7.15			54%	54%	34%	12%	0%	50%	5.18			4,752	4,752	38,065
5														NONE										NONE																	
6														NONE										NONE																	
7														NONE										NONE																	
8														NONE										NONE																	
9														NONE										NONE																	
10														NONE										NONE																	
11														NONE										NONE																	
12														NONE										NONE																	
13														NONE										NONE																	
14														NONE										NONE																	
15														NONE										NONE																	
16														NONE										NONE																	
17														NONE										NONE																	
18														NONE										NONE																	
19														NONE										NONE																	
20														NONE										NONE																	
21														NONE										NONE																	
22														NONE										NONE																	
23														NONE										NONE																	
24														NONE										NONE																	
25														NONE										NONE																	
26														NONE										NONE																	
27														NONE										NONE																	
28														NONE										NONE																	
29														NONE										NONE																	
30														NONE										NONE																	
31														NONE										NONE																	
32														NONE										NONE																	
33														NONE										NONE																	
34														NONE										NONE																	
35														NONE										NONE																	
36														NONE										NONE																	
37														NONE										NONE																	
38														NONE										NONE																	
39														NONE										NONE																	
40														NONE										NONE																	
41														NONE										NONE																	
42														NONE										NONE																	
43														NONE										NONE																	
44														NONE										NONE																	
45														NONE										NONE																	
46														NONE										NONE																	
47														NONE										NONE																	
48														NONE										NONE																	
49														NONE										NONE																	
50														NONE										NONE																	
51														NONE										NONE																	
52														NONE										NONE																	
53														NONE										NONE																	
54														NONE										NONE																	
55														NONE										NONE																	
56														NONE										NONE																	
57														NONE										NONE																	
58														NONE										NONE																	
59														NONE										NONE																	
60														NONE										NONE																	
61														NONE										NONE																	
62														NONE										NONE																	
63														NONE										NONE																	
64														NONE										NONE																	
65														NONE										NONE																	
66														NONE										NONE																	
67														NONE										NONE																	
68														NONE										NONE																	
69														NONE										NONE																	
70														NONE										NONE																	
71														NONE										NONE																	
72														NONE										NONE																	
73														NONE										NONE																	
74														NONE										NONE																	
75														NONE										NONE																	
76														NONE										NONE																	
77														NONE										NONE																	
78														NONE										NONE																	
79														NONE										NONE																	
80														NONE										NONE																	
81														NONE										NONE																	
82														NONE										NONE																	
83														NONE										NONE																	
84														NONE										NONE																	
85														NONE										NONE																	
86														NONE										NONE																	
87														NONE										NONE																	
88														NONE										NONE																	
89														NONE										NONE																	
90														NONE										NONE																	
91														NONE										NONE																	
92														NONE										NONE																	
93														NONE										NONE																	
94														NONE										NONE																	
95														NONE										NONE																	
96														NONE										NONE																	
97														NONE										NONE																	
98														NONE										NONE																	
99														NONE										NONE																	
100														NONE										NONE																	
101														NONE										NONE																	
102														NONE										NONE																	
103														NONE										NONE																	
104														NONE										NONE																	
105														NONE										NONE																	
106														NONE										NONE																	
107														NONE										NONE																	
108														NONE										NONE																	
109														NONE										NONE																	
110														NONE										NONE																	
111														NONE										NONE																	
112														NONE										NONE																	
113														NONE										NONE																	
114														NONE										NONE																	
115														NONE										NONE																	
116														NONE										NONE																	
117														NONE										NONE																	
118														NONE										NONE																	
119														NONE										NONE																	
120														NONE										NONE																	
121														NONE										NONE																	
122														NONE										NONE																	
123														NONE										NONE																	
124														NONE										NONE																	
125														NONE										NONE																	
126														NONE										NONE																	
127														NONE										NONE																	
128														NONE										NONE																	
129														NONE										NONE																	
130														NONE										NONE																	
131														NONE										NONE																	
132														NONE										NONE																	
133														NONE										NONE																	
134														NONE										NONE																	
135														NONE										NONE																	
136														NONE										NONE																	
137														NONE										NONE																	
138														NONE										NONE																	
139														NONE										NONE																	
140														NONE										NONE																	
141														NONE										NONE																	
142														NONE										NONE																	
143														NONE										NONE																	
144														NONE										NONE																	
145														NONE										NONE																	
146														NONE										NONE																	
147														NONE										NONE																	
148														NONE										NONE																	
149														NONE										NONE																	
150														NONE										NONE																	
151														NONE										NONE																	
152														NONE										NONE																	
153														NONE										NONE																	
154														NONE										NONE																	
155														NONE										NONE																	
156														NONE										NONE																	
157														NONE										NONE																	
158														NONE										NONE																	
159														NONE										NONE																	
160														NONE										NONE																	
161														NONE										NONE																	
162														NONE										NONE																	
163														NONE										NONE																	
164														NONE										NONE																	
165														NONE										NONE																	
166														NONE										NONE																	
167														NONE										NONE																	
168														NONE										NONE																	
169														NONE										NONE																	
170														NONE										NONE																	
171														NONE										NONE																	
172														NONE										NONE																	
173														NONE										NONE																	
174														NONE										NONE																	
175														NONE										NONE																	
176														NONE										NONE																	
177														NONE										NONE																	
178														NONE										NONE																	
179														NONE										NONE																	
180														NONE										NONE																	

PROJECT BASIC INFORMATION										PRE-INSTALLATION (RETROFIT)					BASELINE (NEW CONSTRUCTION)				POST-INSTALLATION						Energy Calculations											
Line Item	New Construction or Retrofit	Building Address	Floor	Area Description	Space Description	Interior or Exterior Fixture	Predominant Space Type	Exterior Lighting Description (Exterior Lighting Only)	Area Cooling	Pre Fixture Qty	Pre Fixture Code	Pre Watts / Fixture (W)	Pre kW / Space (kW)	Existing Control drop down	Existing Sensor Quantity When applicable	Units e.g. Square Feet (sf') If multiple fixture types are used, please only enter the total area/distance/qty once per space.	Lighting Power Density (W/unit)	Baseline kW / Space (kW)	Post Fixture Qty	Post Fixture Code	Post Watts/ Fixture (W)	Post kW / Space (kW)	Are Occupancy Sensors Required by Code?	Proposed Control drop down	Proposed Sensor Quantity When applicable	Interior Change in Connected Load (kW) excluding retrofit CFLs or Exit Signs	Exterior Change in Connected Load (kW) excluding retrofit CFLs or Exit Signs	Change in Connected Load (kW) retrofit CFL or LED Exit Signs	Applicant Coincidence Factor (CF) Estimate	Coincidence Factor	Interactive Factor (demand)	Interactive Factor (energy)	Pre Controls Factor	Post Controls Factor	Interior Demand Savings (kW) excluding Retrofit CFLs or Exit Signs	Exterior Demand Savings (kW) excluding Retrofit CFLs or Exit Signs	Demand Savings (kW) Retrofit CFLs or LED Exit Signs	Applicant Equivalent Full Load Hours (EFLH) Estimate	Prescribed Equivalent Full Load Hours	Annual Interior Fixture kWh Saved (excluding retrofit CFLs or Exit Signs)
181														NONE										NONE												
182														NONE										NONE												
183														NONE										NONE												
184														NONE										NONE												
185														NONE										NONE												
186														NONE										NONE												
187														NONE										NONE												
188														NONE										NONE												
189														NONE										NONE												
190														NONE										NONE												
191														NONE										NONE												
192														NONE										NONE												
193														NONE										NONE												
194														NONE										NONE												
195														NONE										NONE												
196														NONE										NONE												
197														NONE										NONE												
198														NONE										NONE												
199														NONE										NONE												
200														NONE										NONE												
201														NONE										NONE												
202														NONE										NONE												
203														NONE										NONE												
204														NONE										NONE												
205														NONE										NONE												
206														NONE										NONE												
207														NONE										NONE												
208														NONE										NONE												
209														NONE										NONE												
210														NONE										NONE												
211														NONE										NONE												
212														NONE										NONE												
213														NONE										NONE												
214														NONE										NONE												
215														NONE										NONE												
216														NONE										NONE												
217														NONE										NONE												
218														NONE										NONE												
219														NONE										NONE												
220														NONE										NONE												
221														NONE										NONE												
222														NONE										NONE												
223														NONE										NONE												
224														NONE										NONE												
225														NONE										NONE												
226														NONE										NONE												
227														NONE										NONE												
228														NONE										NONE												
229														NONE										NONE												
230														NONE										NONE												
231														NONE										NONE												
232														NONE										NONE												
233														NONE										NONE												
234														NONE										NONE												
235														NONE										NONE												
236														NONE										NONE												
237														NONE										NONE												
238														NONE										NONE												
239														NONE										NONE												
240														NONE										NONE												
241														NONE										NONE												
242														NONE										NONE												
243														NONE										NONE												
244														NONE										NONE												
245														NONE										NONE												
246														NONE										NONE												
247														NONE										NONE												
248														NONE										NONE												
249														NONE										NONE												
250														NONE										NONE												
Totals																			514			47.80			23.06							16.69					122,727

Project Estimated Annual Savings Summary

Lighting

Estimated Annual kWh Savings	249,934
Total Change in Connected Load	23.06

Annual Estimated Cost Savings	$24,993.40
Annual Operating Hours	4,752

Interior Lighting Incentive @ $0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	$6,136.35
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	$0.00
Total Lighting Controls Incentive @ $25/occupancy sensor and $25/daylight sensor (includes all Lighting Controls, both interior and exterior)	$1,125.00

Total Calculated Incentive	$7,261.35

Total Fixture Quantity excluding retrofit CFLs and LED Exit Signs	514
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	0
Total Quantity for Occupancy Sensors	0
Total Quantity for Daylight Sensors	45

Please briefly describe how you estimated your coincidence factor (CF) and applicant equivalent full-load hours (EFLH) for facility type "Other" indicated on the Lighting Form tab
This facility is in use from 6:00A.M. - 10:00P.M. Monday-Friday and from 8:00A.M. - Noon on Saturdays. The students are on summer break during the monts of June, July and August. Summer hours are reduced to 7:00A.M. - 3:00P.M. The school is open for additional sporting and community events throughout the year making the total estimated hours of operation 4752 hours per year.

Demand Savings (For Internal Use Only)	16.69

FirstEnergy

Ohio Edison • The Illuminating Company • Toledo Edison

Project Name:	Project 2 - Motor Controls
Site Name:	Western Reserve K-12 Building
Completed by (Name):	Olsavsky Jaminet Architects, Inc.
Date completed:	10/11/2011

Variable Frequency Drive Rebate Form

VFD and Controlled Motor Nameplate DATA											
Motor Application	**VFD Manufacturer**	**VFD Model Number**	**Unique Motor ID(s)**	**Motor Location**	**Enclosure type: TEFC or ODP**	**Annual Hours of Operation[2]**	**Load Factor (LF)[3]**	**Motor Model Number**	**Motor HP**	**Motor Nominal Efficiency**	**Total Motor Incentive [1] $**
HVAC Pump	Emerson	SP3403	P1	Mech Rm B219	TEFC	5520	0.8	W184JM40	40	93.00%	**1,200**
HVAC Pump	Emerson	SP3403	P2	Mech Rm B219	TEFC	5520	0.8	W184JM40	40	93.00%	**1,200**
HVAC Pump	Emerson	SP3401	P3	Mech Rm B219	TEFC	5520	0.8	284JM25	25	92.40%	**750**
HVAC Pump	Emerson	SP3401	P4	Mech Rm B219	TEFC	5520	0.8	284JM25	25	92.40%	**750**
HVAC Pump	Emerson	SP1405	P5	Mech Rm B219	TEFC	5520	0.8	W184JM5	5	87.50%	**150**
HVAC Pump	Emerson	SP1405	P6	Mech Rm B219	TEFC	5520	0.8	W184JM5	5	87.50%	**150**
										Incentive through 10/11/2011 @ $30/hp	**4,200**

(1) VFD incentives are calculated at a flat rate of $30 per horsepower controlled, up to a maximum of 500 hp controlled per VFD.
When a single VFD is used to control two motors in a lead/lag (standby, redundant) configuration, use only the horsepower rating of one motor to figure controlled horsepower. For instance, if a single VFD controls two 30hp motors with only one operating at a time, the incentive calculation should be based on 30 hp: 30hp x $30/hp = $900.

(2) For VAV fan motors, enter 2790 annual hours of operation. For HVAC pump motors, enter 5520 annual hours of operation. For all other motor usage, please estimate your annual hours of operation and attach an explanation of how you determined this value.

(3) For all motor and VFD applications, use the Load Factor (LF) default value of 0.80, unless data is available to support the use of a motor-specific LF other than 0.80. Please attach an explanation, including your analysis and/or data used, to support motor-specific LF value.

FirstEnergy

Ohio Edison • The Illuminating Company • Toledo Edison

Project Name:	Project 2 - Motor Controls
Site Name:	Western Reserve K-12 Building
Completed by (Name):	Olsavsky Jaminet Architects, Inc.
Date completed:	10/11/2011

Variable Frequency Drive Rebate Form

VFD and Controlled Motor Nameplate DATA											
Motor Application	**VFD Manufacturer**	**VFD Model Number**	**Unique Motor ID(s)**	**Motor Location**	**Enclosure type: TEFC or ODP**	**Annual Hours of Operation[2]**	**Load Factor (LF)[3]**	**Motor Model Number**	**Motor HP**	**Motor Nominal Efficiency**	**Total Motor Incentive [1] $**
HVAC Fan	Emerson	SP3401	AH-1 A&B	2nd fl Mech Rm	TEFC	5520	0.8	EFM3311T, EFM2513T	(1) 7.5 & (1) 15	91%, 93%	**675**
HVAC Fan	Emerson	SP3401	AH-2 A&B	2nd fl Mech Rm	TEFC	5520	0.8	EFM3311T, EFM2513T	(1) 7.5 & (1) 15	91%, 93%	**675**
HVAC Fan	Emerson	SP2403	AH-3 A,B,C	2nd fl Mech Rm	TEFC	5520	0.8	EFM3615T, EFM3311T	(1) 5 & (1) 7.5	89.5%, 91%	**375**
HVAC Fan	Emerson	SP2403	AH-4 A,B,C	2nd fl Mech Rm	TEFC	5520	0.8	EFM3615T, EFM3311T	(1) 5 & (1) 7.5	89.5%, 91%	**375**
HVAC Fan	Emerson	SP2403	AH-5 A,B,C	2nd fl Mech Rm	TEFC	5520	0.8	EFM3615T, EFM3311T	(1) 5 & (1) 7.5	89.5%, 91%	**375**
HVAC Fan	Emerson	SP3403	AH-6 A&B	2nd fl Mech Rm	TEFC	5520	0.8	EFM2513T, EFM2515T	(1) 15 & (1) 20	93%, 93%	**1,050**
										Incentive through 10/11/2011 @ $30/hp	**3,525**

(1) VFD incentives are calculated at a flat rate of $30 per horsepower controlled, up to a maximum of 500 hp controlled per VFD.
When a single VFD is used to control two motors in a lead/lag (standby, redundant) configuration, use only the horsepower rating of one motor to figure controlled horsepower. For instance, if a single VFD controls two 30hp motors with only one operating at a time, the incentive calculation should be based on 30 hp: 30hp x $30/hp = $900.

(2) For VAV fan motors, enter 2790 annual hours of operation. For HVAC pump motors, enter 5520 annual hours of operation. For all other motor usage, please estimate your annual hours of operation and attach an explanation of how you determined this value.

(3) For all motor and VFD applications, use the Load Factor (LF) default value of 0.80, unless data is available to support the use of a motor-specific LF other than 0.80. Please attach an explanation, including your analysis and/or data used, to support motor-specific LF value.

Motor and Variable Frequency Drive Inventory Form

Applicant Name:	Western Reserve Local Schools	Project Name:	Project 2 - Motor Controls
Facility Name:	Western Reserve K-12 Building	Survey completed by (name):	Olsavsky Jaminet Architects, Inc.
Facility Type:	Education - K-12		
Utility:	First Energy (Ohio)		
Installation Date:	10/11/2011		

Pre-Installation Data (Equipment Survey of *Existing* Motors)

							Nameplate Data						Pre-Installation Energy Consumption								
													VFD			Total per Unit				Total all Units	
Line Item	Unique Motor I.D.(s)	Motor Function	Number of Identical Units	Load Factor (LF)	Motor Configuration	Coincidence Factor (CF)	Manufacturer	Model Number	Motor Horsepower	Synchronous Speed (RPM)	Enclosure Type	Nominal Efficiency	VFD on Motor	ESF	DSF	Full Load kW	Peak kW	Operating Hours	Annual kWh	Peak kW	Annual kWh
ex.	*CWP-1*	*CWP*	*2*	*0.75*	*Single*	*0.74*	*Acme*	*10000*	*50*	*1,800*	*ODP*	*93.0%*	*No*	*1.000*	*1.000*	30.1	22.3	1,610	*48,430*	*44.5*	*96,860*
1	P1 & 2	*CWP*	2	0.75	Single	0.74	WEG	324JM40	40	1,800	TEFC	93.0%	No	1.000	1.000	24.1	17.8	1,444	*34,749*	35.6	69,498
2	P3 & 4	*CWP*	2	0.75	Single	0.74	WEG	284JM25	25	1,800	TEFC	92.4%	No	1.000	1.000	15.1	11.2	1,444	*21,859*	22.4	43,719
3	P5 & 6	*CWP*	2	0.75	Single	0.74	WEG	W184JM5	5	1,800	TEFC	87.5%	No	1.000	1.000	3.2	2.4	1,444	*4,617*	4.7	9,233
4	AH1 & 2	*HVACF*	2	0.75	Single	0.74	Baldor	EFM3311T	7.5	1,800	TEFC	91.0%	No	1.000	1.000	4.6	3.4	4,165	*19,205*	6.8	38,410
5	AH1 & 2	*HVACF*	2	0.75	Single	0.74	Baldor	EFM2513T	15	1,800	TEFC	93.0%	No	1.000	1.000	9.0	6.7	4,165	*37,584*	13.4	75,168
6	AH3, 4 & 5	*HVACF*	3	0.75	Single	0.74	Baldor	EFM3615T	5	1,800	TEFC	89.5%	No	1.000	1.000	3.1	2.3	4,165	*13,018*	6.9	39,054
7	AH3, 4 & 5	*HVACF*	3	0.75	Single	0.74	Baldor	EFM3311T	7.5	1,800	TEFC	91.0%	No	1.000	1.000	4.6	3.4	4,165	*19,205*	10.2	57,615
8	AH6	*HVACF*	1	0.75	Single	0.74	Baldor	EFM2513T	15	1,800	TEFC	93.0%	No	1.000	1.000	9.0	6.7	4,165	*37,584*	6.7	37,584
9	AH6	*HVACF*	1	0.75	Single	0.74	Baldor	EFM2515T	20	1,800	TEFC	93.0%	No	1.000	1.000	12.0	8.9	4,165	*50,112*	8.9	50,112
10																					
																				115.7	420,393

Post-Installation Data (Equipment Survey of *Proposed* Motors**)**

							Nameplate Data						Post-Installation Energy Consumption								
													VFD			Total per Unit				Total all Units	
Line Item	Unique Motor I.D.(s)	Motor Function	Number of Identical Units	Load Factor (LF)	Motor Configuration	Coincidence Factor (CF)	Manufacturer	Model Number	Motor Horsepower	Synchronous Speed (RPM)	Enclosure Type	Nominal Efficiency	VFD on Motor	ESF	DSF	Full Load kW	Peak kW	Operating Hours	Annual kWh	Peak kW	Annual kWh
ex.	*CWP-1*	*CWP*	*2*	*0.75*	*Single*	*0.74*	*Acme*	*20000*	*50*	*1,800*	*ODP*	*94.5%*	*No*	*1.000*	*1.000*	29.6	21.9	*1,610*	*47,660*	*43.8*	*95,322*
1	P1 & 2	*CWP*	2	0.75	Single	0.74	WEG	324JM40	40	1,800	TEFC	93.0%	Yes	0.263	0.771	24.1	13.7	1,444	*9,139*	27.5	18,278
2	P3 & 4	*CWP*	2	0.75	Single	0.74	WEG	284JM25	25	1,800	TEFC	92.4%	Yes	0.263	0.771	15.1	11.2	1,444	*5,749*	22.4	11,498
3	P5 & 6	*CWP*	2	0.75	Single	0.74	WEG	W184JM5	5	1,800	TEFC	87.5%	Yes	0.263	0.771	3.2	2.4	1,444	*1,214*	4.7	2,428
4	AH1 & 2	*HVACF*	2	0.75	Single	0.74	Baldor	EFM3311T	7.5	1,800	TEFC	91.0%	Yes	0.288	0.832	4.6	3.4	4,165	*5,531*	6.8	11,062
5	AH1 & 2	*HVACF*	2	0.75	Single	0.74	Baldor	EFM2513T	15	1,800	TEFC	93.0%	Yes	0.288	0.832	9.0	6.7	4,165	*10,824*	13.4	21,648
6	AH3, 4 & 5	*HVACF*	3	0.75	Single	0.74	Baldor	EFM3615T	5	1,800	TEFC	89.5%	Yes	0.288	0.832	3.1	2.3	4,165	*3,749*	6.9	11,247
7	AH3, 4 & 5	*HVACF*	3	0.75	Single	0.74	Baldor	EFM3311T	7.5	1,800	TEFC	91.0%	Yes	0.288	0.832	4.6	3.4	4,165	*5,531*	10.2	
8	AH6	*HVACF*	1	0.75	Single	0.74	Baldor	EFM2513T	15	1,800	TEFC	93.0%	Yes	0.288	0.832	9.0	6.7	4,165	*10,824*	6.7	10,824
9	AH6	*HVACF*	1	0.75	Single	0.74	Baldor	EFM2515T	20	1,800	TEFC	93.0%	Yes	0.288	0.832	12.0	8.9	4,165	*14,432*	8.9	14,432
10																					
																				107.5	101,419

Savings Data

Total Peak kW Reduction	8.2
Total Annual kWh Savings	318,974

Mercantile Customer Project Commitment Agreement
Cash Rebate Option

THIS MERCANTILE CUSTOMER PROJECT COMMITMENT AGREEMENT ("Agreement") is made and entered into by and between Ohio Edison Company, its successors and assigns (hereinafter called the "Company") and Western Reserve Local Schools, Taxpayer ID No. 34-6004343 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:

1. **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.

7. **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:

Western Reserve Local Schools
13850 Akron-Canfield Road
Berlin Center, Ohio 44401
Attn:Charles Swindler
Telephone:330-547-4100
Fax:
Email:cswindler@wrls.k12.oh.us

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.

Ohio Edison Company
(Company)

By: _____

Title: V.P. Of Energy Efficiency

Date: 12-12-12

Western Reserve Local Schools
(Customer)

By: _____

Title: Business Manager

Date: 11/30/12

Affidavit of Western Reserve Local Schools -- Exhibit _A_

STATE OF OHIO)
) SS:
COUNTY OF Mahoning)

I, Charles Swindler ,being first duly sworn in accordance with law, deposes and states as follows:

1. I am the Business Manager of Western Reserve Local Schools ("Customer") As part of my duties, I oversee energy related matters at the Company.
2. The Customer has agreed to commit certain energy efficiency projects toOhio Edison Company ("Utility"), which are the subject of the agreement to which this affidavit is attached ("Project(s)").
3. In exchange for making such a commitment, the Utility 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 Utility.
4. All information related to said Project(s) that has been submitted to the Utility is true and accurate to the best of my knowledge.

FURTHER AFFIANT SAYETH NAUGHT.

Charles Swindler

Sworn to before me and subscribed in my presence this 30 day of 11, 2012.

Deborah Lavezzare
Notary

Deborah A. Lavezzare
Notary Public, State of Ohio
My Commission Expires: 11-18-2015

Summary: Application electronically filed by Ms. Lindsey E Sacher on behalf of Ohio Edison Company and Western Reserve Local Schools