



Public Utilities Commission

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

Case No.: 13-0888-EL-EEC

Mercantile Customer: ProMedica Bay Park Community Hospital

Electric Utility: The Toledo Edison Company

Program Title or Description: Energy Efficiency VFD and EMS Upgrade for 2012-13

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: ProMedica Bay Park Community Hospital

Principal address: 2801 Bay Park Drive, Oregon, OH 43616

Address of facility for which this energy efficiency program applies:

2801 Bay Park Drive, Oregon, OH 43616

Name and telephone number for responses to questions:

Darrell Wachowiak - Associate Vice President of Operations (419-690-8750)

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 Toledo 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): ____.
- ☐ 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: 893,806 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: _____ 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?

See Exhibit 2

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

98 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 \$19,307. (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.



Public Utilities Commission

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

Case No.: 13-0888-EL-EEC

State of Ohio :

Holly Bristoll., Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

Park Park Community Hospital, dba ProMedica Bay Park Community Hospital
[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.

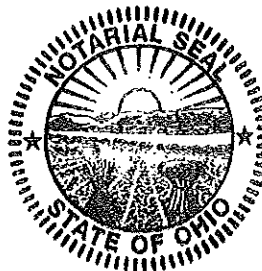
Holly Bristoll, PRESIDENT
Signature of Affiant & Title

Sworn and subscribed before me this 14 day of November, 2013 Month/Year

Dianne E. Schumaker
Signature of official administering oath

Dianne E. Schumaker, Notary Public
Print Name and Title

My commission expires on 5-7-2017



DIANNE E. SCHUMAKER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 05-07-2017

Customer Legal Entity Name: ProMedica

Site Address: Bay Park Hospital

Principal Address: 2800 Brown 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	VFD Installtion	Install two VFD's, one on each of the 7 1/2 hp. domestic water booster pumps for hospital. Install two VFD's, one on each of the 5 hp. domestic water booster pumps for medical office building.	The hospital domestic water booster pumps were data logged before and after the VFD installation. The medical office building pumps were data logged after the VFD's were installed but not before, so those savings are calculated at 50% savings, which is much less than the actual hospital pump savings of 74.6%. Excel file for hospital pump savings attached.	Replacement is N/A The domestic water booster pumps did not have any controls and ran at 100%.	Both domestic water booster systems and no controls before VFD's were installed and motors ran at 100% all the time.
2	Energy Management System Upgrades	ProMedica, Bay Park Hospital, had Johnson Controls upgrade the current Energy Management System (EMS) with additional hardware, controls & programming to be able to do temperature set-back and unoccupied scheduling of areas in both the hospital and the medical office building.	Calculations for set-back and unoccupied scheduling attached.	The was an addition to the existing controls which extends their life by 10-15 years.	N/A

Exhibit 2

Customer Legal Entity Name: ProMedica

Site Address: Bay Park Hospital

Principal Address: 2800 Brown Road

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (c) <i>Note 1</i>
2012	8,428,181	8,428,181	8,664,727
2011	8,807,304	8,807,304	8,807,304
2010	8,953,643	8,953,643	8,953,643
Average	8,729,709	8,729,709	8,808,558

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) \$ <i>Note 2</i>
1	VFD Installtion	06/18/2013	\$28,049	\$14,025	45,022	45,022	2	\$3,602	\$2,702
2	Energy Management System Upgrades	09/21/2012	\$33,210	\$16,605	848,784	848,784	96	\$67,903	\$16,605
					-	-	-		
					-	-	-		
					-	-	-		
					-	-	-		
					-	-	-		
	Total		\$61,259		893,806	893,806	98	\$71,505	\$19,307

Docket No. 13-0888

Site: 2800 Brown 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.

Commitment
Payment
\$

\$0

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	45	\$ 308	\$ 13,879	\$ 2,025	\$2,702		\$ 4,727	2.9
2	849	\$ 308	\$ 261,663	\$ 2,025	\$16,605		\$ 18,630	14.05
Total	894	\$ 308	275,543	4,050	\$19,307	\$0	23,357	11.8

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)

ProMedica ~ Bay Park Hospital
Docket No. 13-0888

Site: 2800 Brown Road



Ohio Edison • The Illuminating Company • Toledo Edison

Mercantile Customer Program - Custom Project Rebate Calculator

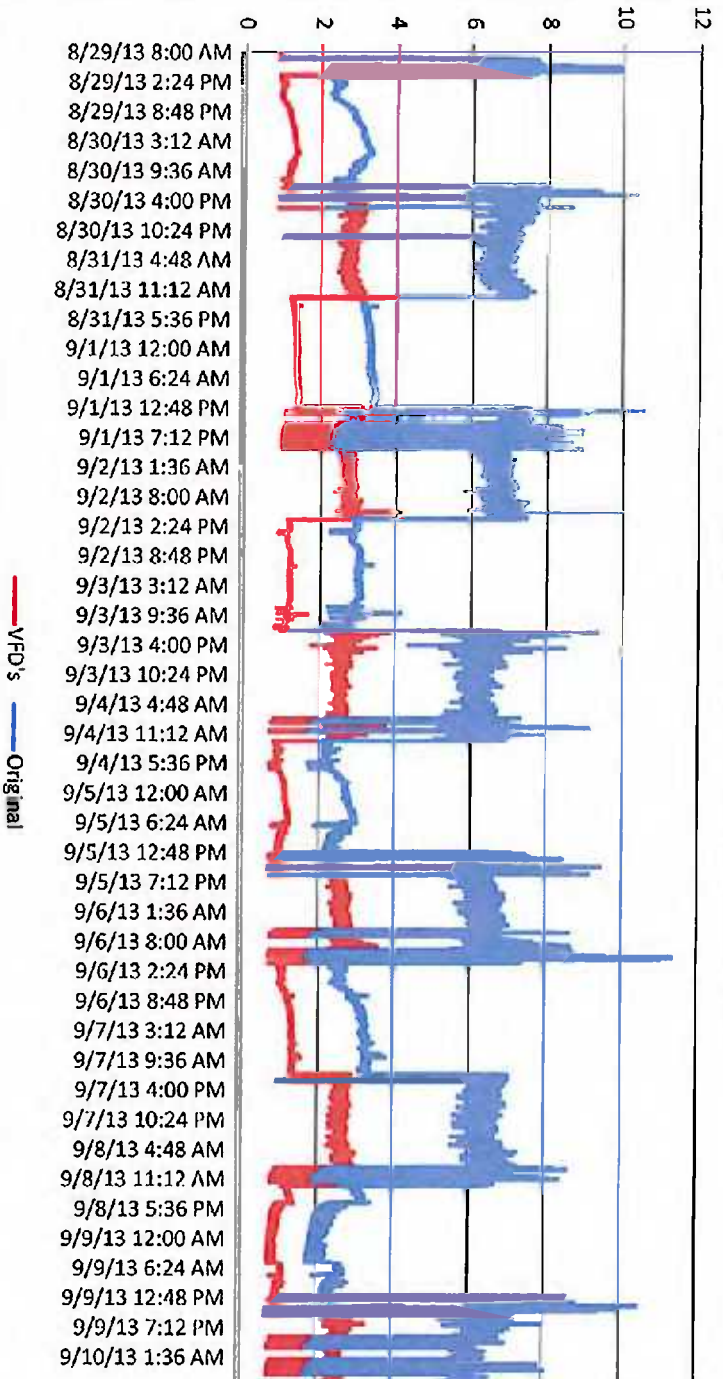
Project Name and Number:	Booster Pump VFD Installation
Site Name:	Bay Park Hospital
Completed by (Name):	John Burgan
Date completed:	9/14/2013

Energy Conservation Measure	Annual Energy Savings kWh	Eligible Prescriptive Rebate Amount kWh * \$0.08
Hospital DW Booster Pumps VFD's	40,322	3225.76
MOB DW Booster Pumps VFD's	4,700	376.00
Total Project Energy Savings kWh	45,022	
Total Custom Prescriptive Rebate Amount \$		\$ 3,601.76

Notes about this rebate calculation:

The two hospital domestic water booster pumps (7 1/2 hp.) were data logged before and after VFD installation. The Medical Office Building two domestic water booster pumps (5 hp.) were not data logged before the VFD insatallation but were after. Those savings are calculated at 70%.

Bay Park MOB Water Booster Pumps

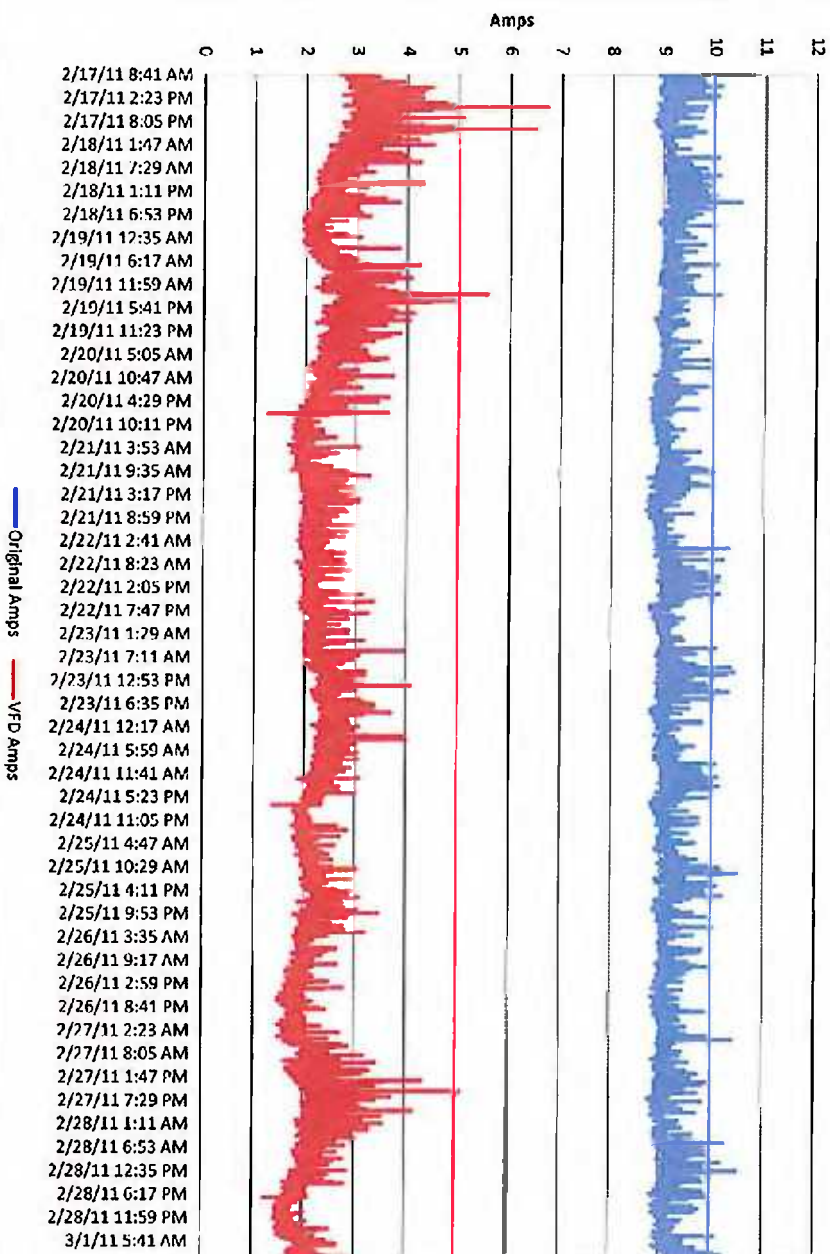


Hospital DW Booster Pump Before (calculated)					
Average Amps	Volts	Phase Mult.	PF	KW	Hours
2.6	460	1.73	0.85	1.79	8760
					15,667

Hospital DW Booster Pump After (From Logger Data)					
Average Amps	Volts	Phase Mult.	PF	KW	Hours
1.9	460	1.73	0.85	1.25	8760
					10,967

Hospital DW Booster Pump kWh Reduction with VFD's					
Average Amps	Volts	Phase Mult.	PF	KW	Hours
0.8	460	1.73	0.85	0.54	8760
					4,700

Bay Park Hospital Domestic Water Booster Pump System (2 - 7.5 HP Motors)



Hospital DW Booster Pump Before (From Logger Data)					
Average Amps	Volts	Phase Mult.	PF	KW	Hours
9.1	460	1.73	0.85	6.17	8760
kWh					
54,030					

Hospital DW Booster Pump After (From Logger Data)					
Average Amps	Volts	Phase Mult.	PF	KW	Hours
2.3	460	1.73	0.85	1.56	8760
kWh					
13,707					

Hospital DW Booster Pump kWh Reduction with VFD's					
Average Amps	Volts	Phase Mult.	PF	KW	Hours
6.8	460	1.73	0.85	4.60	8760
kWh					
40,322					

Average Amperage Reduction
74.6%

Peterson Thermal Equipment Co.

3546 Monroe Street
419-475-7100
Toledo, OH 43606

ProMedica Health System

RECEIVED

JUL 11 2013
FAXED

Corporate Construction.

Invoice

Customer No.: PROMEDICA

Invoice No.: 50652

Bill To: **PROMEDICA HEALTH SYSTEM**
2142 NORTH COVE BLVD.
Toledo, OH 43606

Ship To: **Promedica Bay Park Hospital**
2801 Bay Park Drive
Oregon, OH 43616

Date		Ship Via		F.O.B.		Terms				
03/29/13		Bestway FFA		Origin		Net 30				
Purchase Order Number			Order Date		Sales Person		Our Order Number			
1995979-0-10			02/05/13				64501			
Quantity			Item Number		Description		Unit Price		Amount	
Required	Shipped	B.O.								
1	1						15329.00		15329.00	
					VFDs at PBPH					
					VFD and delivery to PBPH					
					Bay Park Offices					
					New duplex panel w/VFDs, (2)					
					2" non-slam check valves,					
					Pressure tansducers (wired),					
					start up and programming					
					Bay Park Main Hospital					
					New duplex panel w/VFDs, (2)					
					2" non-slam check valve,					
					pressure transducers (wired)					
					start up and programming					

Invoice subtotal

15329.00

Invoice total

15329.00

ProMedica Health System
Corporate Construction
APPROVED FOR PAYMENT

[Signature] 6/10/13

Thank You



INSTALLATION, OPERATION & MAINTENANCE

DATE: 8/5/20123
JOB: C33675
SUBMITTAL#: I3-44481 -A
JOB NAME: Promedica Bay Park Hospital-2
Oregon, OH
ENGINEER: Peterson Thermal
Toledo, OH
REPRESENTATIVE: Peterson Thermal
Toledo, OH

- (1) U.L. Listed, Nema 4, 460/3/60, 7 1/2hp, TIGER'S EYE MARK V, variable speed, E-Series, solid state, Duplex power and control panel (Unless otherwise specified herein, the system will have a short circuit rating of 2 kA RMS at 600 vac.)
- (-) U.L./C-U.L. 508 Label
 - (-) Micro Controller:
 - Memory: Non-volatile: no battery backup required
 - Multi-level security passwords
 - (-) Touch screen operator interface Model C-6 with 6" color screen
Functions included:
 - Tuning (PID) pressure sequencing with readout in psi
 - Suction and discharge pressure readout in psi
 - Event history log
 - Individual pump run indication
 - Hand-off-automatic selectors
 - Elapsed time meter
 - Low suction alarm with on-off time delays
 - Low system with on-off time delays
 - High suction "energy savings" shutdown with on-off time delays, enable /disable
 - High system alarm with on-off time delays
 - Automatic alternation of equal sized pumps
 - 32-bit RISC micro-controller
 - USB port
 - RS-232, RS-485, RS-422 communication ports
 - (2) Thru-door disconnects with motor circuit protection
 - (2) Yaskawa Sub-micro, Nema 1, variable frequency drives with PWM and panel-mounted operator interfaces
 - (1) 24 volt U.L./C-U.L., CE Approved switching power supply
 - (1) 120 volt fused control circuit transformer
 - (1) Power on light
 - (2) Common auxiliary alarm contacts
 - (2) Panel mounted stainless steel pressure transducers (1) suction, (1) discharge



2001945



8P55

4034 Mint Way
Dallas, TX 75237
PH: 800.783.6756
214.337.8780
FAX: 214.333.2742
E-MAIL: sales@tigerflow.com
WEB SITE: www.tigerflow.com



INSTALLATION, OPERATION & MAINTENANCE

DATE: 8/5/2013
JOB: C33674
SUBMITTAL#: 13-44481
JOB NAME: Promedica Bay Park Hospital
Oregon, OH
ENGINEER: Peterson Thermal
Toledo, OH
REPRESENTATIVE: Peterson Thermal
Toledo, OH

- (1) U.L. Listed, Nema 4, 460/3/60, 5hp, TIGER'S EYE MARK V, variable speed, E-Series, solid state, Duplex power and control panel (Unless otherwise specified herein, the system will have a short circuit rating of 2 kA RMS at 600 vac.)
 - (-) U.L./C-U.L. 508 label
 - (-) Micro Controller:
 - Memory: Non-volatile: no battery backup required
 - Multi-level security passwords
 - (-) Touch screen operator interface Model C-6 with 6" color screen
 - Functions included:
 - Tuning (PID) pressure sequencing with readout in psi
 - Suction and discharge pressure readout in psi
 - Event history log
 - Individual pump run indication
 - Hand-off-automatic selectors
 - Elapsed time meter
 - Low suction alarm with on-off time delays
 - Low system with on-off time delays
 - High suction "energy savings" shutdown with on-off time delays, enable /disable
 - High system alarm with on-off time delays
 - Automatic alternation of equal sized pumps
 - 32-bit RISC micro-controller
 - USB port
 - RS-232, RS-485, RS-422 communication ports
- (2) Thru-door disconnects with motor circuit protection
- (2) Yaskawa Sub-micro, Nema 1, variable frequency drives with PWM and panel-mounted operator interfaces
- (1) 24 volt U.L./C-U.L., CE Approved switching power supply
- (1) 120 volt fused control circuit transformer
- (1) Power on light
- (2) Common auxiliary alarm contacts
- (2) Panel mounted stainless steel pressure transducers [(1) suction, (1) discharge]



2001945



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4034 Mint Way
Dallas, TX 75237
PH: 800.783.6756
214.337.8780

FAX: 214.333.2742

E-MAIL: sales@tigerflow.com
WEB SITE: www.tigerflow.com

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Promedica Corporate Construction
3441 Granite Circle
Toledo, OH 43617

PROJECT: VFD Upgrades at St. Luke's Hospital, Bay Park Hospital & Wildwood Surgical Center
APPLICATION No: 1.00
PERIOD TO: 5/31/13
PROJECT NOS: 1995976-0-10
CONTRACT DATE: 2/4/13

Promedica Health System
RECEIVED
JUN 3 2013
Corporate Construction

FROM CONTRACTOR: Dimech Services, Inc.
5505 Enterprise Blvd.
Toledo, OH 43612

VIA:

CONTRACT FOR: Mechanical

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the Contract Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM..... \$ 20,954.00
2. Net Change by Change Orders..... \$ -
3. CONTRACT SUM TO DATE..... \$ 20,954.00
4. TOTAL COMPLETED & STORED TO DATE..... \$ 20,954.00
5. RETAINAGE
 - a. 8% of Total Completed & Stored to Date \$ 2,095.00
- Total Retainage..... \$ 2,095.00
6. TOTAL EARNED LESS RETAINAGE..... \$ 18,859.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ -
8. CURRENT PAYMENT DUE..... \$ 18,859.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE..... \$ 2,095.00

Change Order/Contract	ADDITIONS	DEDUCTIONS
Total Changes approved in Previous months by Owner	0.00	
Total approved this month	0.00	
TOTALS	0.00	
NET CHANGES by Change Order	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor

State of Ohio
County of Lucas

Subscribed and sworn to before me this 24th day of May, 2013

Notary Public: Lisa Tietje
My Commission expires: 3/5/18



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED: \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Messeri
6/1/14

[illegible]

SUBCONTRACTOR WAIVER TO PROMEDICA CORPORATE CONSTRUCTION

STATE OF OHIO, COUNTY OF LUCAS

RONALD J. SHEAHAN, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT HE/SHE IS PRINCIPAL OF

DIMECH SERVICES, INC., 5505 ENTERPRISE BLVD. TOLEDO, OH 43612
SUBCONTRACTOR TO PROMEDICA CORPORATE CONSTRUCTION FOR WORK PERFORMED OR MATERIALS OR SERVICES FURNISHED IN CONNECTION WITH THE CONSTRUCTION ON THE FOLLOWING PROPERTY:

VFD Upgrades at St. Luke's Hospital, Bay Park Hospital and Wildwood Surgical Center
Project # 1995976-0-10

PLEASE LIST BELOW ALL OF YOUR SUPPLIERS AND/OR SUBCONTRACTORS:

Name of your Suppliers and/or Subcontractor	Type of Material/ Service Furnished	Total Amount of Work Completed	Balance You Owe Them for Work Completed	Total Retainer Balance Owng
<u>Laibe</u>	<u>Electrical</u>	<u>100%</u>	<u>\$3,800.00</u>	

IS ALL LABOR PAID IN FULL? YES XXX NO

LIST THE LAST DATE THAT YOU HAVE PAID FRINGE BENEFITS May 8, 2013 April 21, 2013
(Date Paid) (Period Ending)

SIGNATURE BELOW CONSTITUTES WAIVER OF ALL LIEN RIGHTS TO DATE ON PROPERTY DESCRIBED HEREIN AND ACKNOWLEDGES RECEIPT OF PAYMENT FROM PROMEDICA CORPORATE CONSTRUCTION OF THE FOLLOWING INVOICE(S):

INVOICE #	DATED	GROSS	RETAINER	NET AMOUNT	CHECK #	DATED
<u>1</u>	<u>5-31-13</u>	<u>20,954.00</u>	<u>2,095.00</u>	<u>18,859.00</u>		
<u>2</u>	<u>5-31-13</u>	<u>2,095.00</u>	<u>0.00</u>	<u>2,095.00</u>		

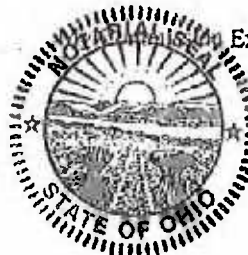
Signed

Ronald J. Sheahan

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC FOR THE STATE OF OHIO ON THIS 28th DAY OF May, 2013

Signed: Lisa Metje

Expires: 3/5/18



LISA METJE
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 03-05-2018



Ohio Edison • The Illuminating Company • Toledo Edison

Mercantile Customer Program - Custom Project Rebate Calculator

Project Name and Number:	EMS Control Upgrades
Site Name:	Bay Park Hospital
Completed by (Name):	John Burgan
Date completed:	9/14/2013

Energy Conservation Measure	Annual Energy Savings kWh	Eligible Prescriptive Rebate Amount kWh * \$0.08
Hospital Controls Upgrade	165,980	13278.40
MOB Controls Upgrade	682,804	54624.32
Total Project Energy Savings kWh		848,784
Total Custom Prescriptive Rebate Amount \$		\$ 67,902.72

Notes about this rebate calculation:

The existing Johnson Controls Energy Management System (EMS) was upgraded with additional hardware and programming to be able control and schedule the roof top unit, boilers & five VAV boxes.



Proposal

Toledo Service Branch
6156 Trust Drive
Holland, OH 43528-9292
419-866-9292

TO: Promedica Dustin Road Facility
3156 Dustin Road
Oregon, OH 43616
Bernie Merrit

Date: June 15, 2012
Project: Promedica Dustin Road
Proposal Ref:

Proposal A:

Provide a Network Automation Engine (NAE) utilizing web based access to the building equipment.

- To control the new Roof Top Unit (RTU) and replacement boilers with utilizing back net protocol (BacNet MSTP or BacNet over IP) Limited to command and viewable points permitted by the manufacture of equipment. We will also provide occupancy control for the RTU and if desired we will provide outside air reset for the boilers and pumps for the hot water system.

Note: If only proposal A is selected Johnson Controls (JCI) will not be responsible for functional capabilities of the pneumatic variable air volume box controllers in current use at the facility. JCI will quote additional work as needed.

Note: BacNet MSTP or BacNet over IP must be used or additional cost maybe incurred if the equipment does not come with either of these communication protocols.

Note: JCI will provide 8 hours of training on manipulation and best practices of equipment.

BASE Proposal Price – \$18,673.00

(Eighteen thousand Six hundred and Seventy Three dollars)

Note: The price to install individual VAV boxes will be \$2,200.00. If Promedica can give JCI an idea of where they want to install the boxes or what rooms they want the boxes installed Johnson Controls should be able to improve the individual VAV box install price.

Proposal B:

- This includes proposal A with the addition of controlling VAV's within the occupied areas utilizing JCI BacNet MSTP variable air volume modular assemblies (VMA's) and local thermostats for space temperature control. JCI will also provide access to and modification of space temperature set points for each VMA, as well as occupancy control of the areas included within this proposal. Graphic interface floor plan can be provided as long as the customer can provide the CAD floor plan.

Note: BacNet MSTP or BacNet over IP must be used or additional cost maybe incurred if the equipment does not come with either of these communication protocols.

Note: JCI will provide 8 hours of training on manipulation and best practices of equipment.

BASE Proposal Price – \$39,941.00

(Thirty Nine thousand Nine hundred and Forty One dollars)

Proposal C:

This includes both proposals A and B and to add to the VMA devices the area's that are unoccupied within the facility. Also provide automation control of the shell space unit heaters and above ceiling fin tube radiation control.

Note: BacNet MSTP or BacNet over IP must be used or additional cost maybe incurred if the equipment does not come with either of these communication protocols.

Note: JCI will provide 8 hours of training on manipulation and best practices of equipment.

BASE Proposal Price –\$48,634.00

(Forty Eight thousand Six hundred and Thirty Four dollars)

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: June 1, 2012

Promedica Dustin Road Facility

Johnson Controls, Inc.

Name: _____

Name: Stephen Holbrook

Title: _____

Title: Service Sales Excutive

Date: _____

Date: 4/30/2012

PO: _____



Proposal

Toledo Service Branch
6156 Trust Drive
Holland, OH 43528-9292
419-866-9292

TO: Promedica Dustin Road Facility
3156 Dustin Road
Oregon, OH 43616
Bernie Merrit

Date: September 4, 2012
Project: Promedica Dustin Road
Proposal Ref:

Proposal:

This proposal is for Controlling five VAV's. Four of the VAV's are located in the Lab and one is in the Main Lobby. This will be done by utilizing JCI BacNet MSTP variable air volume modular assemblies (VMA's) (5 total VAV Boxes) and local thermostats for space temperature control. JCI will also provide access to and modification of space temperature set points for each VMA, as well as occupancy control of the areas included within this proposal. Graphic interface floor plan can be provided as long as the customer can provide the CAD floor plan.

Note: Johnson Controls (JCI) is not responsible for functional capabilities of the remaining pneumatic variable air volume box controllers in current use at the facility that have not been upgraded. JCI will quote additional work as needed.

BASE Proposal Price – \$8,137.00

(Eight thousand One hundred and Thirty Seven dollars)

This proposal is for adding a FEC BACnet Controller for boiler enable, alarm contact monitoring, remote set point, boiler call status, boiler pump status, hot water primary and secondary supply, and return. OA-T sensor installed for controlling hot water reset schedule for added building utility efficiency.

BASE Proposal Price – \$6,400.00

(Six Thousand Four Hundred dollars)

Note: We will also be performing the work listed below that Promedica has already issued a Purchase Order to Johnson Controls in the amount of \$18,863.00.

Provide a Network Automation Engine (NAE) utilizing web based access to the building equipment.

To control the new Roof Top Unit (RTU) and replacement boilers with utilizing BacNet protocol (BacNet MSTP or BacNet over IP) Limited to command and viewable points permitted by the manufacture of equipment. We will also provide occupancy control for the RTU and if desired we will provide outside air reset for the boilers and pumps for the hot water system.

Note: BacNet MSTP or BacNet over IP must be used or additional cost maybe incurred if the equipment does not come with either of these communication protocols.

Note: JCI will provide 8 hours of training on manipulation and best practice of equipment use.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Sept 8, 2012

Promedica Dustin Road Facility

Johnson Controls, Inc.

Name: _____

Name: Stephen Holbrook

Title: _____

Title: Service Sales Excutive

Date: _____

Date: 8/08/2012

PO: _____

Johnson
Controls



Original Invoice

Direct Inquiries to: Johnson Controls
Toledo Service - 0618
8156 TRUST DR
HOLLAND OH 435287060
Phone: (866) 412-8113
Fax: (419) 866-9335

Federal ID#: 38-0380010

Attn: Joseph Merrill

Bill To: PROMEDICA
2142 NORTH COVE BLVD
TOLEDO OH 43606

Mail Check To: JOHNSON CONTROLS
PO BOX 905240
CHARLOTTE, NC 28290-5240

ACH Wire Transfers: JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking

Project Name / Project Site / Tax Loc	Purchase Order / Date / Authorized By	Invoice # / Project Manager	Project Manager
ProMedica Dustin Road Controls Upgrade/PROMEDICA BAY PARK COMMUNITY HOSPITAL/5092	1892409-0-12/05/26/2012/Customer Rep 1- 300-2508	1-5550186822	Michael Mandafakis

Period Covered	Application #	Invoice Number	Invoice Date	Due Date
Jan 2013	2	1-6364093086	01/30/2013	Due Upon Receipt

Original Contract Amount: \$33,210.00
Approved Change Orders: \$0.00
New Contract Amount: \$33,210.00

Work Completed to Date: \$16,805.70
Less Retention: \$0.00
Total Less Retention: \$16,805.70
Less Invoiced To Date: \$16,404.30

Net Billed This Invoice: \$16,404.30
Tax At 0.000%: \$0.00
Total Amount Due This Invoice: \$16,404.30

The Project Manager named above submits this application with knowledge, information, and belief that the work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid for Work for which previous applications for payment were issued and for which payments were received from the Owner and that current payment shown herein is now due.

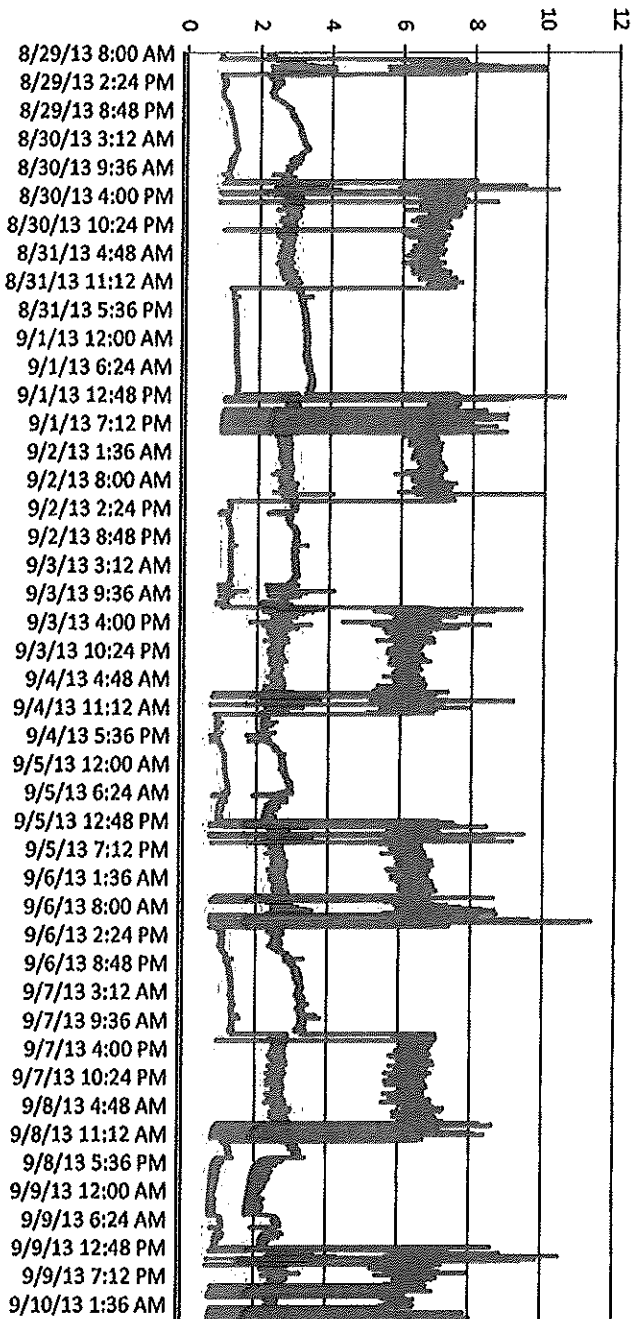
Bay Park Hospital AHU 1 (VAV boxes to schedule rated at max CFM of 31300)											
Average Amps	Volts	Constant	Power Factor	KW	Hours Off	kWh	% Saved	Corrected kWh	(\$/kWh)	Savings	
18.65	480	1.73	0.85	13.163915	5304	68,921	75%	52,366	0.0517	\$ 2,707	
(Heating Set-Back)											
Estimated Peak Heat BTU/H	Average Heating Load Factor	Average Heating Load (BTU/H)	Hours off per week	Months Heating at Night	Total Heating Hours Off	BTU	CCF Saved	Set-Back Factor	CCF corrected	\$/CCF	Savings
764,111	35%	267,439	102	8	3,533	944,938,049	9,388	0.9	8,177	0.7266	\$ 5,888
(Cooling Set-Up)											
Peak Operating Tons	Average Load Factor	Average Cooling Load (Tons)	Hours off per week	Months Cooling at Night	Total Hours Off	Ton Hours	KW/ton	kWh	\$/kWh	Savings	
121	20%	24	102	3.5	1545.81	37,497	1	37,497	0.0517	\$ 1,939	
Bay Park Hospital AHU 2 (Fan rated at 36,000 CFM)											
Average Amps	Volts	Constant	Power Factor	KW	Hours Off	kWh	(\$/kWh)	Savings			
11	480	1.73	0.85	7.76424	5304	41,182	0.0517	\$ 2,129			
(Heating Set-Back)											
Estimated Peak Heat BTU/H	Average Heating Load Factor	Average Heating Load (BTU/H)	Hours off per week	Months Heating at Night	Total Hours Off	BTU	CCF Saved	Set-Back Factor	CCF corrected	\$/kWh	Savings
878,850	35%	307,598	102	8	3,533	1,086,828,095	10,450	0.9	9,405	0.7200	\$ 6,772
(Cooling Set-Up)											
Peak Operating Tons	Average Load Factor	Average Cooling Load (Tons)	Hours off per week	Months Cooling at Night	Total Hours Off	Ton Hours	KW/ton	kWh	\$/kWh	Savings	
113	20%	23	102	3.5	1545.81	34,923	1	34,935	0.0517	\$ 1,805	
Total								\$ 21.24			
kWh saved								155,980			
CCF saved								17,583			

Bay Park POB RTU 1 (Fan rated at 32,000 CFM)										
Average Amps	Volts	Constant	Power Factor	KW	Hours Off			kWh	(\$/kWh)	Savings
17.5	480	1.73	0.85	12.3522	5304			65,516	0.0517	\$ 3,387
(Heating Set-Back)										
Estimated Peak Heat BTU/H	Average Heating Load Factor	Average Heating Load (BTU/H)	Hours off per week	Months Heating at Night	Total Heating Hours Off	BTU	kWh Saved (electric reheat)	Set-Back Factor	kWh corrected	(\$/kWh) Savings
624,960	11%	218,736	102	8	3,533	772,855,534	226,511	0.9	203,863	0.0517 \$ 10,540
(Cooling Set-Up)										
Peak Operating Tons	Average Load Factor	Average Cooling Load (Tons)	Hours off per week	Months Cooling at Night	Total Hours Off	Ton Hours	KW/ton			
90	20%	18	102	3.5	1545.81	27,825	1	kWh	(\$/kWh)	Savings
								27,825	0.0517	\$ 1,439

Bay Park POB RTU 1 (Fan rated at 32,000 CFM)										
Average Amps	Volts	Constant	Power Factor	KW	Hours Off			kWh	(\$/kWh)	Savings
27.5	480	1.73	0.85	19.4106	5304			102,954	0.0517	\$ 5,323
(Heating Set-Back)										
Estimated Peak Heat BTU/H	Average Heating Load Factor	Average Heating Load (BTU/H)	Hours off per week	Months Heating at Night	Total Hours Off	BTU	kWh Saved (electric reheat)	Set-Back Factor	kWh corrected	(\$/kWh) Savings
781,200	35%	273,420	102	8	3,533	566,069,418	293,139	0.9	254,825	0.0517 \$ 13,174
(Cooling Set-Up)										
Peak Operating Tons	Average Load Factor	Average Cooling Load (Tons)	Hours off per week	Months Cooling at Night	Total Hours Off	Ton Hours	KW/ton			
90	20%	18	102	3.5	1545.81	27,825	1	kWh	(\$/kWh)	Savings
								27,825	0.0517	\$ 1,439

Total kWh saved								\$ 35,301		
								682,804		

Bay Park MOB Water Booster Pumps

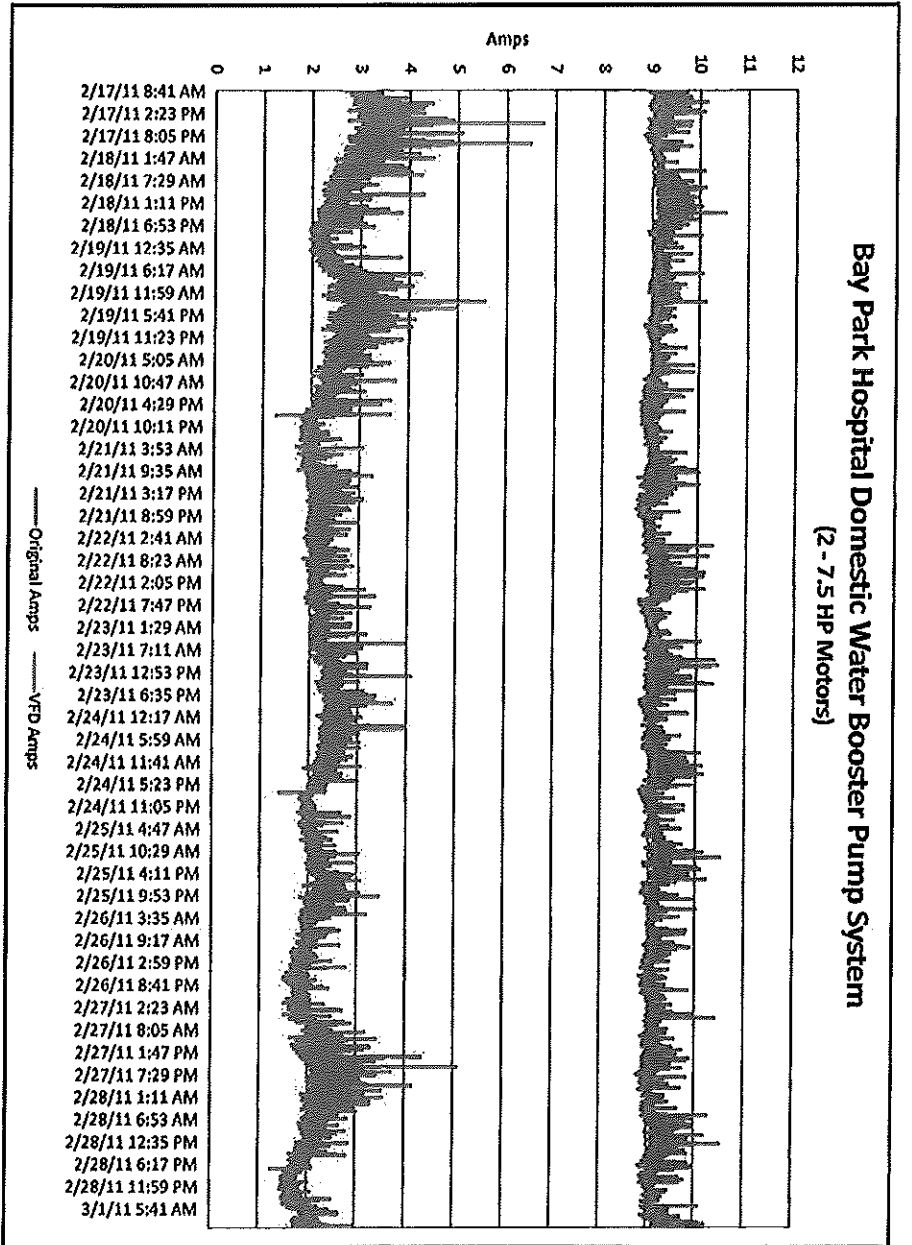


Hospital DW Booster Pump Before (calculated)					
Average Amps	Volts	Phase Mult.	PF	KW	Hours
2.6	460	1.73	0.85	1.79	8760
					15,667

Hospital DW Booster Pump After (From Logger Data)					
Average Amps	Volts	Phase Mult.	PF	KW	Hours
1.9	460	1.73	0.85	1.25	8760
					10,967

Hospital DW Booster Pump kWh Reduction with VFD's					
Average Amps	Volts	Phase Mult.	PF	KW	Hours
0.8	460	1.73	0.85	0.54	8760
					4,700

Bay Park Hospital Domestic Water Booster Pump System (2 - 7.5 HP Motors)



Hospital DW Booster Pump Before (from Logger Data)					
Average Amps	Volts	Phase Mult.	PF	KW	Hours
9.1	460	1.73	0.85	6.17	8760
					54,030

Hospital DW Booster Pump After (from Logger Data)					
Average Amps	Volts	Phase Mult.	PF	KW	Hours
2.3	460	1.73	0.85	1.56	8760
					13,707

Hospital DW Booster Pump kWh Reduction with VFD's					
Average Amps	Volts	Phase Mult.	PF	KW	Hours
6.8	460	1.73	0.85	4.60	8760
					40,322

Average Amperage Reduction
74.6%

Bay Park Hospital April 1 (VAV Boxes to schedule rated at max CFM of 31300)									
Average Amps	18.65	480	1.73	0.35	12.163916	5304	Hours Off	KWH	% Saved
Volts	480	1.73	Constant	0.35					
Power Factor									
Estimated Peak Heat BTU/Hr	764,111								
Average Heating Load Factor	35%								
Average Heating Load (BTU/Hr)	267,409								
Hours off per week	102								
Months Heating at Night	3								
Total Heating Hours Off	3,533								
BTU	944,326,649								
CCF Saved	9.085								
Sat-Back Factor	0.9								
CCF corrected	8.177								
\$/CCF	0.7200								
Savings	\$ 5,688								
(Cooling Set-Back)									
Average Amps	11	480	1.73	0.35	7.76424	5304	Hours Off	KWH	% Saved
Volts	480	1.73	Constant	0.35					
Power Factor									
Estimated Peak Heat BTU/Hr	878,350								
Average Heating Load Factor	35%								
Average Heating Load (BTU/Hr)	307,598								
Hours off per week	102								
Months Heating at Night	3								
Total Hours Off	3,533								
BTU	1,086,828,095								
CCF Saved	10.450								
Sat-Back Factor	0.9								
CCF corrected	9.405								
\$/KWH	0.7200								
Savings	\$ 6,772								
(Cooling Set-Up)									
Peak Operating Tons	113								
Average Load Factor	20%								
Average Cooling Load (Tons)	22								
Hours off per week	102								
Months Cooling at Night	3.5								
Total Hours Off	1545.81								
Ton Hours	34.925								
KWH/Ton	1								
KWH	34.925								
\$/KWH	0.0517								
Savings	\$ 1,806								
Total									
KWH saved									
CCF saved									
Total									

Bay Park POB RTU 1 (Fan rated at 32,000 CFM)										
Average Amps	Volts	Constant	Power Factor	KW	Hours Off			KWh	(\$/KWh)	Savings
17.5	480	1.73	0.85	12.3522	5304			65,516	0.0517	\$ 3,387
(Heating Set-Back)										
Estimated Peak Heat BTU/H	Average Heating Load Factor	Average Heating Load (BTU/H)	Hours off per week	Months Heating at Night	Total Heating Hours Off	BTU	KWh Saved (electric reheat)	Set-Back Factor	KWh corrected	\$/KWh Savings
624,960	35%	218,736	102	8	3,533	772,855,534	226,511	0.9	203,860	0.0517 \$ 10,540
(Cooling Set-Up)										
Peak Operating Tons	Average Load Factor	Average Cooling Load (Tons)	Hours off per week	Months Cooling at Night	Total Hours Off	Ton Hours	KW/Ton		KWh	\$/KWh Savings
90	20%	18	102	3.5	1545.81	27,825	1		27,825	0.0517 \$ 1,439

Bay Park POB RTU 1 (Fan rated at 32,000 CFM)										
Average Amps	Volts	Constant	Power Factor	KW	Hours Off			KWh	(\$/KWh)	Savings
27.5	480	1.73	0.85	19.4106	5304			102,954	0.0517	\$ 5,323
(Heating Set-Back)										
Estimated Peak Heat BTU/H	Average Heating Load Factor	Average Heating Load (BTU/H)	Hours off per week	Months Heating at Night	Total Hours Off	BTU	KWh Saved (electric reheat)	Set-Back Factor	KWh corrected	\$/KWh Savings
781,200	35%	273,420	102	3	3,533	966,069,418	283,139	0.9	254,825	0.0517 \$ 13,174
(Cooling Set-Up)										
Peak Operating Tons	Average Load Factor	Average Cooling Load (Tons)	Hours off per week	Months Cooling at Night	Total Hours Off	Ton Hours	KW/Ton		KWh	\$/KWh Savings
90	20%	18	102	3.5	1545.81	27,825	1		27,825	0.0517 \$ 1,439

Total KWh saved \$ 35,301
632,804

Mercantile Customer Project Commitment Agreement
Cash Rebate Option

THIS MERCANTILE CUSTOMER PROJECT COMMITMENT AGREEMENT ("Agreement") is made and entered into by and between The Toledo Edison Company, its successors and assigns (hereinafter called the "Company") and Bay Park Community Hospital dba ProMedica Bay Park Community Hospital, Taxpayer ID No. 34-1883132 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:

Bay Park Community Hospital dba
ProMedica Bay Park Community Hospital
2801 Bay Park Drive
Oregon, Ohio 43616
Attn: Holly Bristoll, president
Telephone: 419-690-7706
Fax: 419-697-6713
Email: holly.bristoll@ProMedica.org

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 Toledo Edison Company_
(Company)

By: 

Title: V.P. Of Energy Efficiency

Date: 12-10-13

ProMedica Bay Park Community Hospital_
(Customer)

By: 

Title: PRESIDENT

Date: 11/14/13

Affidavit of ProMedica Bay Park Community Hospital – Exhibit _A_

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

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

1. I am the Associate Vice President of Operations of Bay Park Community Hospital ("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 Toledo Edison Company ("Company"), which are the subject of the agreement to which this affidavit is attached ("Project(s)").

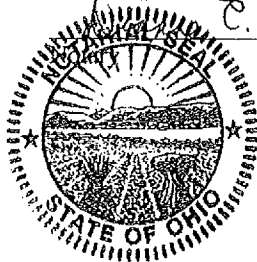
3. In exchange for making such a commitment, the Company has agreed to provide Customer with Cash ("Incentive"). This Incentive was a critical factor in the Customer's decision to go forward with the Project(s) and to commit the Project(s) to the Company.

4. 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.

Darrell Wachowiak 11/11/13

Sworn to before me and subscribed in my presence this 11 day of Nov., 2013.



D. Schumaker
DIANNE E. SCHUMAKER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 05-07-2017

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

12/23/2013 12:41:44 PM

in

Case No(s). 13-0888-EL-EEC

Summary: Application to Commit Energy Efficiency/Peak Demand Reduction Programs of The Toledo Edison Company and ProMedica Bay Park Community Hospital electronically filed by Ms. Jennifer M. Sybyl on behalf of The Toledo Edison Company and ProMedica Bay Park Community Hospital