

**Public Utilities
Commission**

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

Case No.: ¹⁴⁻⁰⁰⁴⁴ ~~14-0044~~-EL-EEC

Mercantile Customer: City of Massillon, WWTP

Electric Utility: Ohio Edison Company

**Program Title or
Description:** Exterior Plant lighting retrofit

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: City of Massillon , WWTP

Principal address: 100 Big Indian Dr SW , Massillon OH 44646

Address of facility for which this energy efficiency program applies: Same

Name and telephone number for responses to questions: Jeff Kilgore #330-833-3304

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): _____.
- ☐ 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: 96,086 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?
- _____
- 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 \$3,603

. (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
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(Mercantile Customers Only)

Case No.: ¹⁴⁻⁰⁰⁴⁴ ~~14-0044~~-EL-EEC

State of Ohio :

Al Hennon

~~Tony Ulrich~~, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

City of Massillon, WWTP

[insert customer or BDU 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.

Al Hennon Secy/Service Director

Signature of Affiant & Title

Sworn and subscribed before me this 8th day of January, 2014 Month/Year

Larry R. St. Jean
Signature of official administering oath

Larry R. St. Jean, Administration Assistant to
Print Name and Title the Mayor

My commission expires on 7-19-15

Customer Legal Entity Name: City of Massillon
Site Address: Massillon WWTP
Principal Address: 100 Big Indian Dr

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	Exterior Lighting Retrofit	Replaced 110 - various wattage Metal Halide and HPS exterior lighting fixtures with 116 - various wattage LED fixtures throughout parking ,uncovered walking ,rooftop and building areas.	Please reference Lighting Rebate Calculator Tool.	We would have replaced the fixtures by year 2019 . At that point the fixtures would be at their end of useful life.	N/A

Docket No. 14-0044
Site: 100 Big Indian Dr

Exhibit 2

Customer Legal Entity Name: City of Massillon
Site Address: Massillon WWTP
Principal Address: 100 Big Indian Dr

		Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (c) <i>Note 1</i>						
2012		9,002,800	9,002,800	9,002,800						
Average		9,002,800	9,002,800	9,002,800						
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>	Commitment Payment \$
1	Exterior Lighting Retrofit	11/01/2013	\$49,766	\$24,883	96,086	96,086	-	\$4,804	\$3,603	
					-	-	-	\$4,804	\$3,603	
					-	-	-			
					-	-	-			
					-	-	-			
					-	-	-			
Total			\$49,766		96,086	96,086	0	\$4,804	\$3,603	\$0

Docket No. 14-0044
Site: 100 Big Indian Dr

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	96	\$ 308	\$ 29,621	\$ 4,050	\$3,603	\$0	\$ 7,653	3.9
Total	96	\$ 308	29,621	4,050	\$3,603	\$0	7,653	3.9

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)

City of Massillon ~ Massillon WWTP
Docket No. 14-0044

Site: 100 Big Indian Dr

Project Estimated Annual Savings Summary

Lighting

Estimated Annual kWh Savings	96,086
Total Change in Connected Load	25.07

Annual Estimated Cost Savings	\$9,608.60
Annual Operating Hours	3,833

Interior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$0.00
Exterior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$4,804.30
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)	\$0.00

Total Calculated Incentive	\$4,804.30
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Total Fixture Quantity excluding retrofit CFLs and LED Exit Signs	116
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	0

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

Demand Savings (For Internal Use Only)	0.00
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Lighting Form

Lighting Inventory Form

Maximize WATP

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

For existing or proposed control, choose OCC for Occupant Sensor, DAY for photosensor, HI-Lo for hi-level sensors or NONE for none. Controls in spaces where existing controls exist do not 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.

[illegible]

Lighting Form

[illegible]

ALED5T52W

High output LED pole top area light with IES type V circular distribution. Wide and uniform 360 degree pattern ideal for large outdoor areas such as parking lots, corporate parks, and retail settings.

Color: White

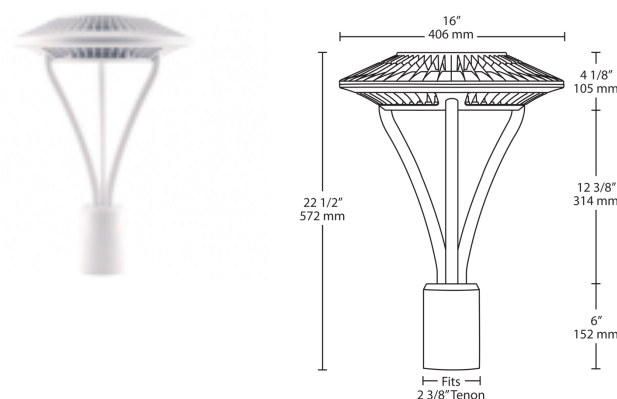
Weight: 21.8 lbs

LED Info

Watts: 52W
 Color Temp: 5000K (Cool)
 Color Accuracy: 64
 L70 Lifespan: 100000
 LM79 Lumens: 4,877
 Efficacy: 82 LPW

Driver Info

Type: Constant Current
 120V: 0.49A
 208V: 0.31A
 240V: 0.27A
 277V: 0.24A
 Input Watts: 59W
 Efficiency: 88%



Technical Specifications

UL Listing:

Suitable for wet locations.

LEDs:

4x13W high-output, long-life LEDs.

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

Drivers (2):

Constant Current, 720mA, Class 2 with 6kV surge protection, 100-277VAC, 50/60 Hz.

THD:

7.9% at 120V, 11.3% at 277V

Cold Weather Starting:

Minimum starting temperature is -40°F / -40°C.

Ambient Temperature:

Suitable for use in 40°C (104°F) ambient temperatures.

Effective Projected Area:

EPA = 1.2

Thermal Management:

Superior heat sinking with external air-flow fins.

Housing:

Precision die-cast aluminum, Type V distribution.

Support Arms:

Extruded aluminum.

Lens:

Clear tempered glass lens.

Reflector:

Specular vacuum-metallized polycarbonate, Type V distribution.

Gaskets:

High-temperature silicone.

Finish:

Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2011.

Green Technology:

Mercury and UV free, and RoHS compliant.

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have received the Department of Energy "Lighting Facts" label.

Patents:

The designs of the ALED5T52 are protected by patents pending in US, Canada, China, Taiwan and Mexico.



ALED5T52W - continued

Country of Origin:

Designed by RAB in New Jersey and assembled in the USA by RAB's IBEW Local 3 workers.

Buy American Act Compliant:

This product is a COTS item manufactured in the United States, and is compliant with the Buy American Act.

Recovery Act (ARRA) Compliant:

This product complies with the 52.225-21 "Required Use of American Iron, Steel, and Manufactured Goods-- Buy American Act-- Construction Materials (October 2010).

Trade Agreements Act Compliant:

This product is a COTS item manufactured in the United States, and is compliant with the Trade Agreements Act.

GSA Schedule:

Suitable in accordance with FAR Subpart 25.4.

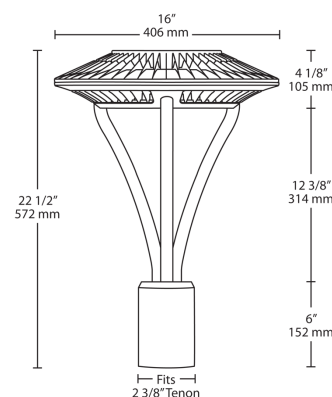


ALED5T78W

High output LED pole top area light with IES type V circular distribution. Wide and uniform 360 degree pattern ideal for large outdoor areas such as parking lots, corporate parks, and retail settings.

Color: White

Weight: 21.8 lbs



LED Info

Watts: 78W
Color Temp: 5000K (Cool)
Color Accuracy: 64
L70 Lifespan: 100000
LM79 Lumens: 7,021
Efficacy: 79 LPW

Driver Info

Type: Constant Current
120V: 0.74A
208V: 0.47A
240V: 0.41A
277V: 0.35A
Input Watts: 89W
Efficiency: 88%

Technical Specifications

UL Listing:

Suitable for wet locations.

LEDs:

6x13W high-output, long-life LEDs.

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

IP Rating:

Ingress Protection rating of IP66 for dust and water.

Drivers (3):

Constant Current, 720mA, Class 2 with 6kV surge protection, 100-277VAC, 50/60 Hz.

THD:

7.9% at 120V, 11.0% at 277V

Cold Weather Starting:

Minimum starting temperature is -40°F / -40°C.

Ambient Temperature:

Suitable for use in 40°C (104°F) ambient temperatures.

Effective Projected Area:

EPA = 1.2

Thermal Management:

Superior heat sinking with external air-flow fins.

Housing:

Precision die-cast aluminum, Type V distribution.

Support Arms:

Extruded aluminum.

Lens:

Clear tempered glass lens.

Reflector:

Specular vacuum-metallized polycarbonate, Type V distribution.

Gaskets:

High-temperature silicone.

Finish:

Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2011.

Green Technology:

Mercury and UV free, and RoHS compliant.

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have received the Department of Energy "Lighting Facts" label.

Patents:

The designs of the ALED5T78 are protected by patents pending in US, Canada, China, Taiwan and Mexico.



XSP2L™ BXSPA03

LED Street Light – Double Module - Horizontal Tenon – Type III

Product Description

Designed from the ground up as a totally optimized LED street light system, the XSP Series (2 module) delivers incredible efficiency without sacrificing application performance. Beyond substantial energy savings and reduced maintenance, Cree achieves better optical control with our NanoOptic® Precision Delivery Grid™ optic than a traditional cobra head luminaire. The Cree® XSP Series LED Street Light is the best alternative for traditional street lighting with better payback and better performance.

Performance Summary

Utilizes BetaLED® Technology

NanoOptic® Precision Delivery Grid™ optic

Made in the U.S.A. of U.S. and imported parts

CRI: Minimum 70 CRI

CCT: 4000K (+/- 300K), 5700K (+/- 500K)

Limited Warranty: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish†

Accessories

Field Installed Accessories

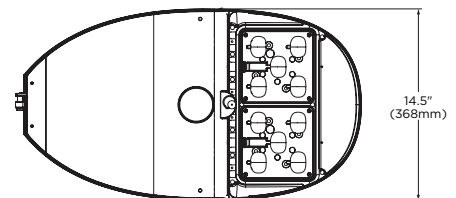
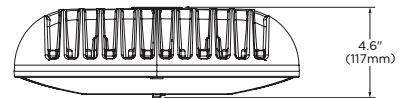
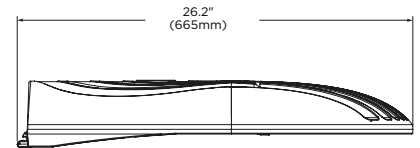
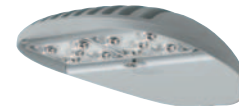
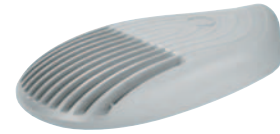
XA-SP2BLS

Backlight Control Shield

- Provides 1/2 Mounting Height Cutoff

XA-SP2BRDSPK

Bird Spikes



Ordering Information

Example: BXSPA03HL-US-OPTIONS

BXSP	A	O			L	-	U		
Product	Version	Mounting	Optic	Modules	Input Power	-	Voltage	Color Options	Options
BXSP	A	O Horizontal Tenon	3 Type III H Type III w/ BLS	H 4000K P 5700K	L 168W	-	U Universal 120-277V	S Silver (Standard) T Black Z Bronze B Platinum Bronze W White	F Fuse - When code dictates fusing, use time delay fuse K Occupancy Control - Refer to Occupancy Control spec sheet for details N Utility Label and NEMA Photocell Receptacle - Includes Q option - Refer to Field Adjustable Output spec sheet for details Q Field Adjustable Output - Refer to Field Adjustable Output spec sheet for details R NEMA Photocell Receptacle - Photocell by others U Utility - Includes exterior wattage label that indicates the maximum available wattage of the luminaire - Includes Q option - Refer to Field Adjustable Output spec sheet for details

† See www.cree.com/lighting/products/warranty for warranty terms.



Rev. Date: 02/11/13



Product Specifications

CONSTRUCTION & MATERIALS

- Die cast aluminum housing
- Tool-less entry
- Mounts on 1.25" IP, 1.66" (42mm) O.D. or 2" IP, 2.375" (60mm) O.D. horizontal tenon (minimum 8" [203mm] in length) and is adjustable +/- 5° to allow for fixture leveling (includes two axis T-level to aid in leveling)
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Standard is silver. Black, bronze, platinum bronze and white are also available

ELECTRICAL SYSTEM

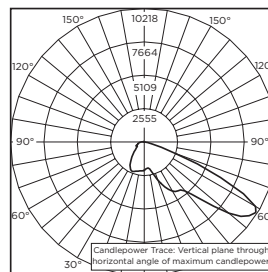
- **Input Voltage:** 120-277V, 50/60Hz
- Class 2 output
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- Designed with 0-10V dimming capabilities. Controls by others
- Integral 10kV surge suppression protection standard
- To address inrush current, slow blow fuse or type C/D breaker should be used

REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards
- Meets CALTrans 611 Vibration testing and GR-63-CORE Section 4.4.1/5.4.2 C62.41.2
- 10kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- RoHS Compliant
- Meets Buy American requirements within ARRA

Photometry

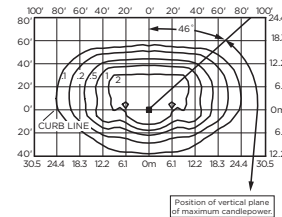
All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP certified laboratory.



ITL Test Report #: 76046

BXSPA*3HL-U

Initial Delivered Lumens: 13,296

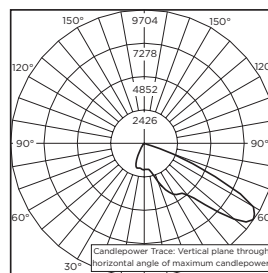


BXSPA*3HL-U

Mounting Height: 25' (7.6m) A.F.G.

Initial Delivered Lumens: 13,290

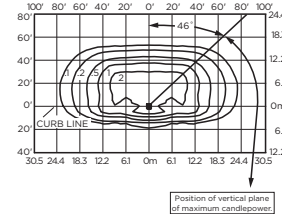
Initial FC at grade



ITL Test Report #: 76044

BXSPA*HHL-U

Initial Delivered Lumens: 10,974



BXSPA*HHL-U

Mounting Height: 25' (7.6m) A.F.G.

Initial Delivered Lumens: 10,970

Initial FC at grade

EPA and Weight

Weight	EPA				
	1@90	2@90	2@180	3@90	4@90
28.3 lbs (12.8kg)	0.692	1.140	1.384	1.832	2.280

Lumen Output, Electrical, and Lumen Maintenance Data

Type III Distribution										
System Watts 120-277V	Input Power Designator	4000K		5700K		TOTAL CURRENT				50K Hours Calculated Lumen Maintenance Factor @ 15° C (59° F)**
		Initial Delivered Lumens	BUG Ratings* Per TM-15-11	Initial Delivered Lumens	BUG Ratings* Per TM-15-11	120V	208V	240V	277V	
168	L	13,290	B2 U0 G2	13,620	B2 U0 G2	1.71	1.01	0.89	0.78	86%

Type III Distribution w/ BLS										
System Watts 120-277V	Input Power Designator	4000K		5700K		TOTAL CURRENT				50K Hours Calculated Lumen Maintenance Factor @ 15° C (59° F)**
		Initial Delivered Lumens	BUG Ratings* Per TM-15-11	Initial Delivered Lumens	BUG Ratings* Per TM-15-11	120V	208V	240V	277V	
168	L	10,970	B2 U0 G2	11,460	B2 U0 G2	1.71	1.01	0.89	0.78	86%

* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf.

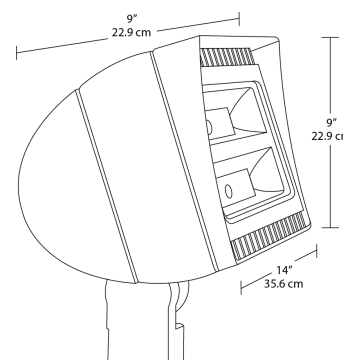
** Projected L₇₀ (6K) Hours: > 36,000. For recommended lumen maintenance factor data see TD-13.

FXLED78SF

High power, wide distribution LED floodlight. Replaces 250W MH. Patent Pending airflow technology ensures long LED and driver lifespan. Use for building facade lighting, sign lighting, LED landscape lighting and instant-on security lighting.

Color: Bronze

Weight: 24.0 lbs



LED Info

Watts: 78W
Color Temp: 5100K (Cool)
Color Accuracy: 67
L70 Lifespan: 100000
LM79 Lumens: 7,597
Efficacy: 97 LPW

Driver Info

Type: Constant Current
120V: 0.66A
208V: 0.41A
240V: 0.35A
277V: 0.30A
Input Watts: 79W
Efficiency: 99%

Technical Specifications

UL Listing:

Suitable for wet locations. Suitable for mounting within 1.2m (4ft) of the ground.

Lumen Maintenance:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

IP Rating:

Ingress Protection rating of IP66 for dust and water.

EPA:

2

NEMA Type:

6H x 5V Beam Spread.

Replacement Range:

The FXLED78 can be used to replace 150 - 320W Metal Halide Floodlights based on delivered lumens.

LEDs:

Six multi-chip, 13Watt high-output, long-life LEDs.

Driver:

Constant Current, Class 2, 2000mA, 100-277V, 50-60Hz, 1.1A, Power Factor 99%

THD:

5% at 120V, 13.1% at 277V

Surge Protection:

4kV

Ambient Temperature:

Suitable for use in 40°C ambient temperatures.

Cold Weather Starting:

The minimum starting temperature is -40°F/-40°C.

Thermal Management:

Superior heat sinking with external Air-Flow fins.

Housing:

Die-cast aluminum housing and door frame.

Mounting:

Heavy-duty Slip Fitter for 2 3/8"OD pipe.

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for (SSL) Products, ANSI C78.377-2008.

Equivalency:

The FXLED78 is Equivalent in delivered lumens to a 250W Metal Halide.

Reflector:

Specular vacuum-metallized polycarbonate

Gaskets:

High-temperature silicone gaskets.

Finish:

Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

Green Technology:

Mercury and UV free.



Tech Help Line: 888 RAB-1000

Email: sales@rabweb.com

On the web at: www.rabweb.com

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Note: Specifications are subject to change without notice

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FXLED78SF - continued

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have received the Department of Energy Lighting Facts label.

California Title 24:

FFLED78 complies with California Title 24 building and electrical codes.

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. See our full warranty .

Patents:

The FXLED78 design is protected by U.S. Pat. D659,280, Canada Pat. 143155, China Pat. ZL201130443125.9, Mexico Pat. 36558 and pending patent in Taiwan.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.



SLIM12

12, 18 and 26 Watt SLIM wallpacks are ultra efficient and deliver impressive light distribution with a compact low-profile design that's super easy to install as a downlight or uplight.

Color: Bronze

Weight: 4.5 lbs

LED Info

Watts: 12W
 Color Temp: 5100K (Cool)
 Color Accuracy: 69
 L70 Lifespan: 100000
 LM79 Lumens: 1,401
 Efficacy: 97 LPW

Driver Info

Type: Constant Current
 120V: 0.12A
 208V: 0.08A
 240V: 0.07A
 277V: 0.06A
 Input Watts: 15W
 Efficiency: 83%

Technical Specifications

UL Listing:

Suitable for wet locations. Suitable for mounting within 1.2m (4ft) of the ground.

IP Rating:

Ingress Protection rating of IP66 for dust and water.

LED:

Multi-chip, long-life LED.

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

Driver:

Constant Current, Class 2, 100-277V, 50/60 Hz., 4KV surge protection, 350mA, 100-240VAC 0.3-0.15 Amps, 277VAC 0.15Amps, Power Factor 99%.

THD:

10.2% at 120V

Input Watts:

15W.

Output Lumens:

1,401.

Color Accuracy (CRI):

69 CRI

Correlated Color Temp. (Nominal CCT):

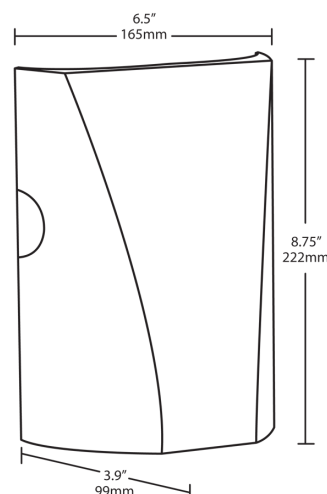
5100K

Cold Weather Starting:

The minimum starting temperature is -40°F/-40°C.

Ambient Temperature:

Suitable for use in 40°C (104°F) ambient temperatures.



Thermal Management:

Superior heat sinking with internal Air-Flow fins.

Housing:

Precision die-cast aluminum housing.

Mounting:

Heavy-duty mounting bracket with hinged housing for easy installation.

Recommended Mounting Height:

Up to 8 ft.

HID Replacement Range:

The SLIM12 can be used to replace 70W MH based on delivered lumens.

Lens:

Tempered glass lens.

Reflector:

Specular thermoplastic.

Gaskets:

High-temperature silicone.

Finish:

Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.



SLIM12 - continued

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines for the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2011.

Green Technology:

Mercury and UV free, and RoHS compliant.

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have received the Department of Energy "Lighting Facts" label.

Patents:

The design of the SLIM™ is protected by patents in U.S. Pat D681,864, and pending patents in Canada, China, Taiwan and Mexico.

SLIM26

12, 18 and 26 Watt SLIM wallpacks are ultra efficient and deliver impressive light distribution with a compact low-profile design that's super easy to install as a downlight or uplight.

Color: Bronze

Weight: 4.5 lbs

LED Info

Watts: 26W
 Color Temp: 5100K (Cool)
 Color Accuracy: 68
 L70 Lifespan: 100000
 LM79 Lumens: 2,648
 Efficacy: 85 LPW

Driver Info

Type: Constant Current
 120V: 0.27A
 208V: 0.17A
 240V: 0.15A
 277V: 0.13A
 Input Watts: 31W
 Efficiency: 83%

Technical Specifications

UL Listing:

Suitable for wet locations. Suitable for mounting within 1.2m (4ft) of the ground.

IP Rating:

Ingress Protection rating of IP66 for dust and water.

LED:

Multi-chip, long-life LED.

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

Driver:

Constant Current, Class 2, 100-277V, 50/60 Hz., 6KV surge protection, 720mA, 100-277VAC 0.4 Amps, Power Factor 99%.

THD:

12.8% at 120V

Input Watts:

31W.

Output Lumens:

2,648.

Color Accuracy (CRI):

68 CRI

Correlated Color Temp. (Nominal CCT):

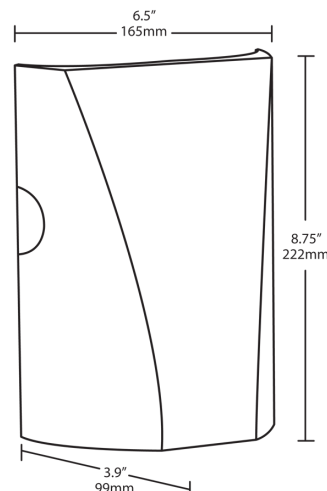
5100K

Cold Weather Starting:

The minimum starting temperature is -40°F/-40°C.

Ambient Temperature:

Suitable for use in 40°C (104°F) ambient temperatures.



Thermal Management:

Superior heat sinking with internal Air-Flow fins.

Housing:

Precision die-cast aluminum housing.

Mounting:

Heavy-duty mounting bracket with hinged housing for easy installation.

Recommended Mounting Height:

Up to 22 ft.

HID Replacement Range:

The SLIM26 can be used to replace 175W MH based on delivered lumens.

Lens:

Tempered glass lens.

Reflector:

Specular thermoplastic.

Gaskets:

High-temperature silicone.

Finish:

Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.



Tech Help Line: 888 RAB-1000

Email: sales@rabweb.com

On the web at: www.rabweb.com

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SLIM26 - continued

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines for the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2011.

Green Technology:

Mercury and UV free, and RoHS compliant.

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have received the Department of Energy "Lighting Facts" label.

Patents:

The design of the SLIM™ is protected by patents in U.S. Pat D681,864, and pending patents in Canada, China, Taiwan and Mexico.

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 City of Massillon, WWTP, Taxpayer ID No. 34-6001829 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 kW reductions resulting from said projects for purposes of complying with the Statute. By committing the Customer Energy Project(s), Customer has the ability to either:
- i. Take ownership of the Energy Efficiency resource credits resulting from their Customer Energy Project(s) and may be able to bid - or sell - the Energy Efficiency resource credits into the market operated by the grid operator, PJM Interconnection, Inc. (PJM), provided several prerequisites are met; or
 - ii. Allow the Company to take ownership of the Energy Efficiency resource credits associated with their Customer Energy Project(s). The Company 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.

Please indicate your preference as to the treatment of your Energy Efficiency resource credits:

☐ Customer would like to retain ownership of its Energy Efficiency resource credits.

☒ Customer assigns ownership of its Energy Efficiency resource credits to Company for purposes of bidding these credits into PJM.

- 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: vnofziger@firstenergyservice.com

If to the Customer:

City of Massillon, WWTP
100 Big Indian Dr SW
Massillon, Ohio 44646
Attn: Tony Ulrich
Telephone: 330-833-3304
Fax: 330-833-2077
Email: tulrich@massillonohio.com

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: John C. Cargin

Title: V.P. Of Energy Efficiency

Date: 1-16-14

City of Massillon, WWTP

(Customer)

By: Debra L. Herman

Title: Safety / Service Director

Date: 1/8/2014

Affidavit of City of Massillon, WWTP - Exhibit A

STATE OF OHIO

COUNTY OF Stark

SS:

Al Hennon~~E. Tony Ulrich~~, being first duly sworn in accordance with law, deposes and states as follows:Director of Public Safety and Service

1. I am the ~~Plant Manager~~ of City of Massillon, WWTP ("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 Ohio 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.

Al Hennon Public Safety Dir.Sworn to before me and subscribed in my presence this 8th day of Jan, 2014.
Larry R. St. Jean
 Notary Larry R. St. Jean
 my commission expires 12/31/15

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/2/2014 11:26:17 AM

in

Case No(s). 14-0044-EL-EEC

Summary: Application to Commit Energy Efficiency/Peak Demand Reduction Programs of Ohio Edison Company and City of Massillon, WWTP electronically filed by Ms. Jennifer M. Sybyl on behalf of Ohio Edison Company and City of Massillon, WWTP