

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



**Public Utilities
Commission**

Case No.: 17-1404-EL-EEC

Mercantile Customer: Madison Local School District

Electric Utility: Ohio Edison Company

Program Title or
Description: LEED Silver Custom Design School Building

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 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 for a period of up to 12 months will also qualify for the 60-day automatic approval. However, all applications requesting an exemption from the EEDR rider for longer than 12 months must provide additional information, as described within the Historical Mercantile Annual Report Template, that demonstrates additional energy savings and the continuance of the Customer's energy efficiency program. This information must be provided to the Commission at least 61 days prior to the termination of the initial 12 month exemption period to prevent interruptions in the exemption period.

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

altered or 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: Madison Local School District

Principal address: 1379 Grace Street, Mansfield, Ohio 44905

Address of facility for which this energy efficiency program applies: 1419 Grace Street, Mansfield, Ohio 44905

Name and telephone number for responses to questions: Ryan Kopko, 330-241-3349

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 failed equipment which has no useful life remaining. 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):
01/07/2014.
- ☐ Behavioral or operational improvement.

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

- 1) If you checked the box indicating that the project involves the early replacement of fully functioning equipment replaced with new equipment, then calculate the annual savings [(kWh used by the original equipment) - (kWh used by new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: kWh

- 2) If you checked the box indicating that the customer installed new equipment to replace failed equipment which had no useful life remaining, then calculate the annual savings [(kWh used by new standard equipment) - (kWh used by the optional 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 standard new equipment) - (kWh used by optional higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: 1,603,950 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.

Annual savings: kWh

Section 4: Demand Reduction/Demand Response Programs

A) The customer's program involves (check the one that applies):

- ☒ This project does not include peak demand reduction savings.
- ☐ 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, Exemption from Rider, or Commitment Payment

Under this section, check all boxes that apply and fill in all corresponding blanks.

A) The customer is applying for:

☒ A cash rebate reasonable arrangement.

☐ An exemption from the energy efficiency cost recovery mechanism implemented by the electric utility.

☐ Commitment payment

B) The value of the option that the customer is seeking is:

A cash rebate reasonable arrangement.

☒ A cash rebate of \$120,296. (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.)

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.)

☐ 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 12 month period, the customer will need to complete, and file within this application, the Historical Mercantile Annual Report

customer will need to complete, and file within this application, the Historical Mercantile Annual Report Template to verify the projects energy savings are persistent.

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

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
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Reduction Programs
(Mercantile Customers Only)

Case No.: 17-1404-EL-EEC

State of Ohio :

Robin Klenk, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

Madison Local School District

[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.

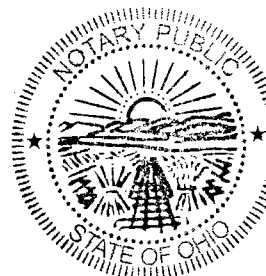
Robin Klenk, Treasurer
Signature of Affiant & Title

Sworn and subscribed before me this 16th day of June, 2017 Month/Year

Penny Tamburrino
Signature of official administering oath

Penny Tamburrino, Notary
Print Name and Title

My commission expires on April 4, 2020



PENNY
TAMBURRINO
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Expires
April 4, 2020

Customer Legal Entity Name: Madison Local School District
Site Address: Madison Middle School
Principal Address: 1419 Grace Street

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	LEED Silver Custom Design School Building	This building is a new construction that achieved LEED Silver status that consisted of high efficiency envelope, hvac, and lighting systems. Significant improvements were made of an ASHRAE-90.1-2007 baseline facility. The Envelope design included increased insulation levels to provide a continuous exterior wall insulation value of R-30 and spray applied vapor barrier. Exterior windows are thermally broken and include High E glass. Roof insulation was increased to an R-40. Heating and air conditioning systems for the facility are centered around a central geothermal field that provides condenser water to the main air handling unit, dedicated outdoor air systems, and a custom water to water heat pump that can provide simultaneous heating and cooling. Chilled beams provide heating and cooling for the classrooms and are provided air by energy recovery air handling units. The building total square footage is 169,524.	The design engineer utilized DOE's Equest modeling software to compare the designed building to a ASHRAE 90.1-2007 Building as modeled per Appendix G.	N/A	ASHRAE 90.1 - 2007 was utilized as the baseline and higher efficiency equipment was selected to provide the 39% improvement for LEED certification.

Exhibit 2

Customer Legal Entity Name: Madison Local School District

Site Address: Madison Middle School

Principal Address: 1419 Grace Street

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (C) <i>Note 1</i>
2016	1,785,000	1,785,000	3,388,950
			1,603,950
			1,603,950
Average	1,785,000	1,785,000	2,198,950

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	LEED Silver Custom Design School Building	01/07/2014	\$12,000,000	\$6,000,000	1,603,950	1,603,950	-	\$160,395	\$120,296
					-	-	-		
					-	-	-		
					-	-	-		
					-	-	-		
					-	-	-		
					-	-	-		
		Total	\$12,000,000		1,603,950	1,603,950	0	\$160,395	\$120,296

Docket No. 17-1404

Site: 1419 Grace Street

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, not to exceed the lesser of 50% of the project cost or \$250,000 per project.

**Commitment
Payment
\$**



\$0

Exhibit 3

UCT = Utility Avoided Costs / Utility Costs

Project	Utility Avoided Cost \$ (A)	Utility Cost \$ (B)	Cash Rebate \$ (C)	Administrator Variable Fee \$ (D)	Total Utility Cost \$ (E)	UCT (F)
1	\$ 795,960	\$ 4,050	\$ 120,296	\$0	\$ 124,346	6.4
Total	795,960	4,050	120,296	\$0	124,346	6.4

Notes

- (A) Represents NPV of avoided energy and capacity costs over a 10 year life multiplied by the annual project savings.
- (B) 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.
- (C) This is the amount of the Rebate Payment paid to the customer for this
- (D) Based on approximate Administrator's variable compensation for purposes of calculating the UCT, actual compensation may be less.
- (E) = (B) + (C) + (D)
- (F) = (A) / (E)

Madison Local School District ~ Madison Middle School

Docket No. 17-1404

Site: 1419 Grace Street

17-1404 E-Quest Model Results of LEEDS Whole Building Energy Simulation

Madison Middle School – 1419 Grace St., Mansfield, OH 44905

The table immediately below is a summary from pg 9 of this document. Savings are as follows:

Baseline Design(kWh) - Proposed Design (kWh) = Proposed Savings(kWh)

$$3,262,694 - 1,658,744 = \underline{1,603,950 \text{ kWh}}$$

Table EA2-6. Section 1.6 Energy Use Summary & Energy Savings

Energy Type	Units	Baseline Design	Proposed Design
Electricity	kWh	3,262,694	1,658,744
Natural Gas	therms	7,472.78	17,067.2



LEED 2009 for Schools New Construction and Major Renovations EA PREREQUISITE 2: MINIMUM ENERGY PERFORMANCE

Project # 1000009393 Madison Local 5-8 Building (OSFC)

All fields and uploads are required unless otherwise noted.

THRESHOLD ATTEMPTED

Points Attempted: 0

ALL OPTIONS

TARGET FINDER

The following fields are required, but the values have no bearing on EA Prerequisite 2 compliance. Use the Target Energy Performance Results calculator on the [ENERGY STAR website](#) to generate the values. If using prescriptive compliance paths (Options 2 or 3), leave the Design energy consumption and cost values blank in the Target Finder website, and set the Design values equal to the Target values in this form.

	Design	Target
Energy performance rating:	76	75
CO ₂ -eq emissions:	1,250 metric tons/year	409 metric tons/year
CO ₂ -eq emissions reduction:	23 %	75 %

Upload EA2-1. Provide the Target Finder Energy Performance Results for the project building (a screen capture or other documentation containing the same information).(Optional)

Upload

Files: 1

PREREQUISITE COMPLIANCE

Total gross square footage: 169,524 sf

Select a compliance path:

- ☒ **Option 1. Whole Building Energy Simulation.** The project team will document improvement in the proposed building performance rating as compared to the baseline building performance rating per ASHRAE/IESNA Standard 90.1-2007 or California Title 24-2005 Part 6.
- ☐ **Option 2. Prescriptive Compliance Path: ASHRAE Advanced Energy Design Guide.** The project team will document compliance with the ASHRAE Advanced Energy Design Guide for K-12 School Buildings 2008
- ☐ **Option 3. Prescriptive Compliance Path: Advanced Buildings Core Performance Guide.** The project team will document compliance with the Advanced Buildings™ Core Performance™ Guide.

OPTION 1. WHOLE BUILDING ENERGY SIMULATION

Complete the following sections:

Section 1.1A - General Information
Section 1.1B - Mandatory Requirements
Section 1.2 - Space Summary
Section 1.3 - Advisory Messages
Section 1.4 - Comparison of Proposed Design Versus Baseline Design Energy Model Inputs
Section 1.5 - Energy Type Summary
Section 1.6 - On-Site Renewable Energy (if applicable)
Section 1.7 - Exceptional Calculation Measure Summary (if applicable)
Section 1.8 - Performance Rating Method Compliance Report
Section 1.9A - Total Building Performance Summary
Section 1.9B - Reports & Metrics

SECTION 1.1A - GENERAL INFORMATION

- ☒ **Compliant energy simulation software:** The energy simulation software used for this project has all capabilities described in EITHER section "G2 Simulation General Requirements" in Appendix G of ASHRAE 90.1-2007 OR the analogous section of the alternative qualifying energy code used.
- ☒ **Compliant energy modeling methodology:** Energy simulation runs for both the baseline and proposed building use the assumptions and modeling methodology described in EITHER ASHRAE 90.1-2007 Appendix G OR the analogous section of the alternative qualifying energy code used.

Simulation program:

eQuest

Principal heating source:

Electricity

Energy code used:

ASHRAE 90.1-2007

List the ASHRAE addenda used in the modeling assumptions, if any. (Optional)

Zip/Postal Code: 44905

Weather file: Mansfield, OH TMY2

Climate zone: 5a

List the climatic data from ASHRAE Standard 90.1-2007 Table D-1. Specify if another source is referenced for HDD & CDD data.

Heating Degree Days: 6,258

Cooling Degree Days: 2,818

HDD and CDD data source, if other than ASHRAE: (Optional)

New construction gross square footage: 169,524

Existing, renovated gross square footage: 0

Existing, unrenovated gross square footage: 0

Total gross square footage: 169,524

New construction percent: 100 %

Existing renovation percent: 0 %

Existing unrenovated percent: 0 %

Gross square footage used in the energy model, if different than gross square footage above: (Optional) 0

SECTION 1.1B - MANDATORY REQUIREMENTS

For all elements included in the architect's scope of work for the project building, the project building design complies with all ASHRAE Standard 90.1-2007 mandatory provisions (Sections 5.4, 6.4, 7.4, 8.4, 9.4 and 10.4), and the information provided regarding the Proposed Case energy model in Section 1.4 is consistent with the Building Design.

Signatory: Manda Niekamp;Architect; February 1, 2012

REQUIRED SIGNATORY
Initial here: **MCN**
ARCHITECT

For all elements included in the mechanical engineer's scope of work for the project building, the project building design complies with all ASHRAE Standard 90.1-2007 mandatory provisions (Sections 5.4, 6.4, 7.4, 8.4, 9.4 and 10.4), and the information provided regarding the Proposed Case energy model in Section 1.4 is consistent with the Building Design.

Signatory: Casey Reddy;MEP Engineer; February 1, 2012

REQUIRED SIGNATORY
Initial here: **CMR**
MECHANICAL ENGINEER

For all elements included in the electrical engineer's scope of work for the project building, the project building design complies with all ASHRAE Standard 90.1-2007 mandatory provisions (Sections 5.4, 6.4, 7.4, 8.4, 9.4 and 10.4), and the information provided regarding the Proposed Case energy model in Section 1.4 is consistent with the Building Design.

Signatory: Robert Voisard;MEP Engineer; February 1, 2012

REQUIRED SIGNATORY
Initial here: **RDV**
ELECTRICAL ENGINEER

Upload the following [Interactive Compliance Forms](#): (Optional)

- ☐ Upload EAp2-2. Building Envelope Compliance Documentation
- ☐ Upload EAp2-3. HVAC Compliance Documentation
- ☐ Upload EAp2-4. Lighting Compliance Documentation
- ☐ Upload EAp2-5. Service Water Heating Compliance Documentation

SECTION 1.2 - SPACE SUMMARY

Table EAp2-1. Space Usage Type

Space Name / Description	Space Usage Type	Space Size	Regularly Occupied GSF	Unconditioned GSF	Typical Hours in Operation (per week)
Classroom	Core Learning	59,959	59,959	0	45
Office	Office	5,833	5,833	0	45
Corridor	Transition	34,840	0	34,840	0
Conference/Meeting	Office	3,554	3,554	0	45
Gymnasium	Playing/Spectator	26,827	26,407	420	70
Locker	Transition	3,069	0	3,069	0
Media Center	Core Learning	3,663	3,663	0	45

Space Name / Description	Space Usage Type	Space Size	Regularly Occupied GSF	Unconditioned GSF	Typical Hours in Operation (per week)
Restroom	Transition	6,987	0	6,987	0
Custodial	Maintenance	186	0	186	0
Technology	Maintenance	347	0	347	0
Dining	Cafeteria	8,147	8,147	0	45
Storage	Storage	7,942	0	7,942	0
Electrical/Mechanical	Maintenance	5,650	0	5,650	0
Kitchen	Cooking	2,520	2,520	0	45
Total		169,524	110,083	59,441	
Percentage of total (%)			64.94	35.06	

Add Row

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SECTION 1.3 - ADVISORY MESSAGES

Complete Table EAp2-2 based on information from the energy simulation output files.

Table EAp2-2. Advisory Messages

	Baseline Design (0° Rotation)	Proposed Design
Number of hours heating loads not met ¹	147	0
Number of hours cooling loads not met ¹	0	0
Total	147	0
Difference ² (Proposed design minus baseline design)		-147
Number of warning messages	0	8
Number of error messages	0	0
Number of defaults overridden	0	0
Unmet load hours compliance	Y	
<small> ¹Baseline design and proposed design unmet load hours each may not exceed 300. ²Unmet load hours for the proposed design may not exceed the baseline design by more than 50 hours. </small>		

Save Form

SECTION 1.4 - COMPARISON OF PROPOSED DESIGN VERSUS BASELINE DESIGN ENERGY MODEL INPUTS

Download, complete, and upload "EAp2 Section 1.4 table.xls" (found under "Credit Resources") to document the Baseline and Proposed design energy model inputs for the project.

Documentation should be sufficient to justify the energy and cost savings numbers reported in the Performance Rating Table.

Upload EAp2-7. Provide the completed EAp2 Section 1.4 Tables available under "Credit Resources."

Upload

Files: 1

SECTION 1.5 - ENERGY TYPE SUMMARY

List the energy types used by the project (i.e. electricity, natural gas, purchased chilled water or steam, etc.) for the Baseline and Proposed designs.

If revising the values in Table EAp2-3, reselect energy type in all affected rows in Table EAp2-4 and Table EAp2-5 to ensure that the revised values from Table EAp2-3 are propagated and that Table EAp2-4 and Table EAp2-5 calculations are refreshed.

Table EAp2-3. Energy Type Summary

Energy Type	Utility Company Name	Utility Rate and Description of rate structure ¹	Baseline Virtual Rate ² (\$ per unit energy)	Proposed Virtual Rate ² (\$ per unit energy)	Units of Energy	Units of Demand
Electricity	Ohio Edison	Usage	0.0714	0.0806	kWh	kW
Natural Gas	Columbia	Usage	0.67	0.67	therms	therms/hr
			0	0		

¹Describe the rate structure and list the local utility rate/s for the energy type. Per ASHRAE 90.1-2007 G2.4, project teams are allowed to use the state average energy prices published by DOE's EIA for commercial building customers, readily available on EIA's website (www.eia.doe.gov). If project uses backup energy for on-site renewable energy, please specify the rate of backup source energy.

²List the virtual energy rate from the baseline and proposed design energy model results or from manual calculations. This rate is defined as defined as the total annual charge divided by the metered energy from the plant for each resource. Provide a narrative explaining demand reduction if the Proposed and Baseline rates vary significantly.

Add Row

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If the Proposed and Baseline rates vary significantly, describe the building input parameters (e.g. demand reduction measures) leading to the variation in energy rates, and provide detailed information regarding the utility rate structure including all demand and energy charges, and the seasonal and time-of-use structure of the utility tariff. (Required when Proposed & Baseline Rates vary by more than 10%)

The primary difference in the ultimate rates are that a demand charge of \$3.50 per kW is also accumulated, and therefore with the two designs differing in demand rates, the demand charges then influence the Virtual Rate.

Save Form

SECTION 1.6 - PERFORMANCE RATING METHOD COMPLIANCE REPORT

In Table EAp2-4, list each energy end use for the project (including all end uses reflected in the baseline and proposed designs). Then check whether the end-use is a process load, select the energy type, and list the energy consumption and peak demand for each end-use for all four Baseline Design orientations.

Fill out the Proposed Design energy consumption and peak demand for each end use in Table. Performance Rating - Performance Rating Method Compliance.

Table EAp2-4. Baseline Performance - Performance Rating Method Compliance

End Use	Process	Baseline Design Energy Type	Units of Annual Energy & Peak Demand		Baseline (0° rotation)	Baseline (90° rotation)	Baseline (180° rotation)	Baseline (270° rotation)	Baseline Building Results
Interior Lighting	<input type="checkbox"/>	Electricity	Energy Use	kWh	433,100	433,100	433,100	433,100	433,100
			Demand	kW	160	160	160	160	160
Exterior Lighting	<input type="checkbox"/>	Electricity	Energy Use	kWh	24,800	24,800	24,800	24,800	24,800
			Demand	kW	9.7	9.7	9.7	9.7	9.7
Space Heating	<input type="checkbox"/>	Electricity	Energy Use	kWh	1,361,800	1,342,900	1,363,100	1,349,800	1,354,350
			Demand	kW	880	870	880	870	875
Space Cooling	<input type="checkbox"/>	Electricity	Energy Use	kWh	437,000	429,500	436,500	433,400	434,100
			Demand	kW	430	420	430	430	427.5
Pumps	<input type="checkbox"/>	Electricity	Energy Use	kWh	383,000	377,600	382,700	380,500	380,950
			Demand	kW	60	60	60	60	60
Heat Rejection	<input type="checkbox"/>	Electricity	Energy Use	kWh	2,200	2,200	2,200	2,200	2,200
			Demand	kW	20	20	20	20	20
Fans - Interior	<input type="checkbox"/>	Electricity	Energy Use	kWh	354,600	349,100	354,300	352,200	352,550
			Demand	kW	70	70	70	70	70
Fans - Parking Garage	<input checked="" type="checkbox"/>	Electricity	Energy Use	kWh	0	0	0	0	0
			Demand	kW	0	0	0	0	0
Service Water Heating	<input type="checkbox"/>	Natural Gas	Energy Use	therms	7,429.5	7,429.9	7,429.5	7,429.4	7,429.58
			Demand	therms/hr					
Receptacle Equipment	<input checked="" type="checkbox"/>	Electricity	Energy Use	kWh	270,700	270,700	270,700	270,700	270,700
			Demand	kW	110	110	110	110	110
Interior Lighting - Process	<input checked="" type="checkbox"/>	Electricity	Energy Use	kWh	0	0	0	0	0
			Demand	kW	0	0	0	0	0

Refrigeration Equipment	✗	Electricity	Energy Use	kWh	9,800	9,800	9,800	9,800	9,800	
			Demand	kW	4	4	4	4	4	
Cooking	✗	Natural Gas	Energy Use	therms	43.2	43.2	43.2	43.2	43.2	
			Demand	therms/hr						
Industrial Process	✗	Electricity	Energy Use	kWh	0	0	0	0	0	
			Demand	kW	0	0	0	0	0	
Elevators and Escalators	✗	Electricity	Energy Use	kWh	144	144	144	144	144	
			Demand	kW	0.1	0.1	0.1	0.1	0.1	
Backup Heating	☐	Natural Gas	Energy Use	therms	0	0	0	0	0	
			Demand	therms/hr						
Baseline Energy Totals			Total Energy Use (mBtu/yr)		11928.89	11801.66	11929.57	11858.25	11879.59	
					Annual Process Energy (mBtu/yr)				961.88	
					Process Energy Modeling Compliance ¹					N

1. Annual process energy costs must be at least 25% of the total energy costs for the proposed design. This form determines compliance using cost calculations from Section 1.9. Process Energy Costs should be modeled to accurately reflect the proposed building. Process Energy must be the same in the baseline and proposed cases, unless an exceptional calculation is used. Process energy costs must be at least 25% of the total baseline energy costs. Any exceptions must be supported by a narrative and/or other supporting documentation.

Add Row Delete Row

Note: Compliance is determined correctly after Section 1.9A is complete. If the project does not comply, explain any exceptions in the narrative below.

Explain any exceptions, special circumstances or modeling difficulties that occurred relating to the process energy noncompliance.

The process load for this particular model does not account for a minimum 25% of the total building energy usage. The energy model has been modeled with the exact count of computers and equipment that will be installed. Several areas including two gymnasiums, expansive locker area, and an auditoria consume a lot of square footage with no process load.

Upload EA2-9. Provide any documentation to support the process energy noncompliance narrative. (Optional)

Upload Files: 0

Table EA2-5. Performance Rating - Performance Rating Method Compliance

End Use	Process	Baseline Building Units		Baseline Building Results	Proposed Design Energy Type	Units of Annual Energy & Peak Demand		Proposed Building Results	Percent Savings
Interior Lighting		Energy Use	kWh	433100	Electricity	Energy Use	kWh	377,800	12.77
		Demand	kW	180		Demand	kW	137	
Exterior Lighting		Energy Use	kWh	24800	Electricity	Energy Use	kWh	9,300	62.5
		Demand	kW	9.7		Demand	kW	3.9	

Space Heating		Energy Use	kWh	1354350	Electricity	Energy Use	kWh	261,900	
		Demand	kW	875		Demand	kW	370	80.66
Space Cooling		Energy Use	kWh	434100	Electricity	Energy Use	kWh	299,800	
		Demand	kW	427.5		Demand	kW	239	30.94
Pumps		Energy Use	kWh	380950	Electricity	Energy Use	kWh	151,600	
		Demand	kW	60		Demand	kW	53.7	60.2
Heat Rejection		Energy Use	kWh	2200	Electricity	Energy Use	kWh	100	
		Demand	kW	20		Demand	kW	3	95.45
Fans - Interior		Energy Use	kWh	352550	Electricity	Energy Use	kWh	277,600	
		Demand	kW	70		Demand	kW	152	21.26
Fans - Parking Garage	×	Energy Use	kWh	0	Electricity	Energy Use	kWh	0	
		Demand	kW	0		Demand	kW	0	0
Service Water Heating		Energy Use	therms	7429.58	Natural Gas	Energy Use	therms	7,418	
		Demand	therms/hr			Demand	therms/hr	0	0.16
Receptacle Equipment	×	Energy Use	kWh	270700	Electricity	Energy Use	kWh	270,700	
		Demand	kW	110		Demand	kW	110	0
Interior Lighting - Process	×	Energy Use	kWh	0	Electricity	Energy Use	kWh	0	
		Demand	kW	0		Demand	kW	0	0
Refrigeration Equipment	×	Energy Use	kWh	9800	Electricity	Energy Use	kWh	9,800	
		Demand	kW	4		Demand	kW	4	0
Cooking	×	Energy Use	therms	43.2	Natural Gas	Energy Use	therms	43.2	
		Demand	therms/hr			Demand	therms/hr	0	0
Industrial Process	×	Energy Use	kWh	0	Electricity	Energy Use	kWh	0	
		Demand	kW	0		Demand	kW	0	0
Elevators and Escalators	×	Energy Use	kWh	144	Electricity	Energy Use	kWh	144	
		Demand	kW	0.1		Demand	kW	0.1	0
Backup Heating		Energy Use	therms	0	Natural Gas	Energy Use	therms	9606	
		Demand	therms/hr			Demand	therms/hr	0	0
Baseline Total Energy Use				11879.59	Proposed Total Energy Use				7366.35 MBtu/yr
Baseline Process Energy				961.88	Proposed Process Energy				961.88 MBtu/yr

Table EA2-6. Section 1.6 Energy Use Summary & Energy Savings

Energy Type	Units	Baseline Design	Proposed Design
Electricity	kWh	3,262,694	1,658,744
Natural Gas	therms	7,472.78	17,067.2

		0	0
Totals	MMBtu	11,879.59	7,366.35

SECTION 1.7 - EXCEPTIONAL CALCULATION MEASURE SUMMARY

Select one of the following

- ☐ The energy analysis includes exceptional calculation method(s) (ASHRAE 90.1-2007, G2.5).
- ☒ The energy analysis does not include exceptional calculation methods.

SECTION 1.8 - ON-SITE RENEWABLE ENERGY

Select one of the following

- ☐ The project uses on-site renewable energy produced on-site.
- ☒ The project does not use on-site renewable energy.

SECTION 1.9A - TOTAL BUILDING PERFORMANCE SUMMARY

Table EAp2-10. Energy Use Summary: Total Building Energy Use Performance

Energy Type	Units	Baseline Case		Proposed Case			
		Process	Section 1.6 Energy Use	Section 1.6 Energy Use	Section 1.7 Energy Savings	Section 1.8 Ren Energy Savings	Total Energy Use
Electricity	kWh	280,644	3,262,694	1,658,744	0	0	1,658,744
Natural Gas	therms	43	7,472.78	17,067.2	0	0	17,067.2
		0	0	0	0	0	0
Totals	MMBtu	961.88	11,879.59	7,366.35	0	0	7,366.35
Energy use savings							37.99%

Table EAp2-11. Energy Cost Summary: Total Building Energy Cost Performance (Baseline Case)

Energy Type	Baseline Cost (\$) (0° rotation)	Baseline Cost (\$) (90° rotation)	Baseline Cost (\$) (180° rotation)	Baseline Cost (\$) (270° rotation)	Baseline Building Performance
Electricity	234,059	234,058	232,675	231,481	233,068.25
Natural gas	4,978	4,978	4,978	4,978	4,978
Totals	239,037	239,036	237,653	236,459	238,046.25

Table EAp2-12. Energy Cost Summary: Total Building Energy Cost Performance (Manual Cost Input)

Energy Type	Units	Baseline Case		Proposed Case			
Section 1.6 Energy Use		Process	Section 1.6 Energy Use	Section 1.6 Energy Use	Section 1.7 Energy Savings	Section 1.8 Ren Energy Savings	Total Energy Cost
Electricity	\$	20,037.98	233,068.25	133,694.77	0	0	133,694.77
Natural Gas	\$	28.81	4,978	11,435.02	0	0	11,435.02
	\$	0		0	0	0	0
Totals	\$	20,066.79	238,046.25	145,129.79	0	0	145,129.79
Baseline process energy costs as percent of total energy costs (%)			8.43	Energy cost savings			39.03%
EA Credit 1 points documented							14

Use the Automatic Cost Calculation path if the project uses automatic cost calculation under Section 1.7 or Section 1.8.

☒ **Automatic Cost Calculation:** The project will generate the energy cost values using the virtual energy rate from Section 1.5: Energy Use Summary.

Table EAp2-13. Energy Cost Summary: Total Building Energy Cost Performance

Energy Type	Units	Baseline Case		Proposed Case			
Section 1.6 Energy Cost		Process	Section 1.6 Energy Cost	Section 1.6 Energy Cost	Section 1.7 Energy Savings	Section 1.8 Ren Energy Savings	Total Energy Cost
Electricity	\$	20,037.98	232,956.35	133,694.77	0	0	133,694.77
Natural Gas	\$	28.81	5,006.76	11,435.02	0	0	11,435.02
	\$	0	0	0	0	0	0
Totals	\$	20,066.79	237,963.11	145,129.79	0	0	145,129.79
Baseline process energy costs as percent of total energy costs (%)			8.43	Energy cost savings			39.01%
EA Credit 1 points documented							14

Section 1.9B - REPORTS AND METRICS

Table EAp2-14. Energy Use Intensity

	Baseline EUI	Proposed EUI
--	--------------	--------------

Electricity (kWh/sf)		
Interior Lighting	2.555	2.229
Space Heating	7.989	1.545
Space Cooling	2.561	1.768
Fans - Interior	2.08	1.638
Service Water Heating	0	0
Receptacle Equipment	1.597	1.597
Miscellaneous	2.464	1.008
Total	19.246	9.785
Natural Gas (kBtu/sf)		
Space Heating	0	0
Service Water Heating	4.383	4.376
Total Energy Use Intensity (kBtu/sf)		
Total	70.076	43.453

Table EAp2-15. End Use Energy Percentage

	Baseline Case	Proposed Case	End Use Energy Savings (%)
Interior Lighting	12.44	17.502	4.178
Space Heating	38.898	12.132	82.586
Space Cooling	12.47	13.883	10.163
Fans - Interior	10.128	12.862	5.665
Service Water Heating	625.464	1,007.065	2.629
Receptacle Equipment	7.776	12.54	0
Miscellaneous	11.997	7.915	18.66

Input & Output Summaries from the Energy Model

Upload the summary report from the simulation program.

- ☒ **Upload EAp2-11.** If the project used DOE2, eQuest & Visual DOE, provide the Input summary and the BEPS, BEPU, & ES-D reports.
- ☐ **Upload EAp2-12.** If the project used EnergyPlus, provide the Input summary and the Annual Building Utility Performance Summary (ABUPS), System Summary, and the file that shows the annual energy cost by fuel source.
- ☐ **Upload EAp2-13.** If the project team used EnergyPro, provide the Input summary and the Title 24 reports: PERF-1, ECON-1, & UTIL-1.

Files: 7

- ☐ **Upload EAp2-14.** If the project team used HAP, provide the Input summary and the Annual Cost Summary, Unmet Load reports for all plants and systems (Building Zone Temperature Report), and Systems Energy Budget by Energy Source.
- ☐ **Upload EAp2-15.** If the project team used Trace, provide the Input summary as well as the the Energy Consumption Summary, Energy Cost Budget/PRM Summary report, and Performance Rating Method Details.
- ☐ **Upload EAp2-16.** For all other modeling software, upload supporting documents of similar scope and detail (input and output summaries.)

ADDITIONAL DETAILS

- ☐ Special circumstances preclude documentation of prerequisite compliance with the submittal requirements outlined in this form.
- ☐ The project team is using an alternative compliance approach in lieu of standard submittal paths.

SUMMARY

EA Prerequisite 2: Minimum Energy Performance Compliance Documented

Y

Check Compliance

Press "Check Compliance" to validate that the form inputs meet the prerequisite requirements. "Check Compliance" must be run after any changes are made to the form to ensure that "EA Prerequisite 2: Minimum Energy Performance Compliance Documented" is accurate.

Always press "Check Compliance" before saving the form.

Fields are highlighted in red after "Check Compliance" is pressed are incomplete required fields. After entering information in those fields and pressing "Check Compliance" once more, the fields should return to their normal formatting.

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 Madison Local School District, Taxpayer ID No. 34-6004371 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) 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: Mercantile Energy Efficiency Program A-GO-8
Telephone: 330 384 4504
Fax: 330 777 6051
Email: mercantile@firstenergycorp.com

If to the Customer:

Madison Local School District
1379 Grace Street
Mansfield, Ohio 44905
Attn: Steve Crist

Telephone:419-589-7178
Fax:
Email:scrist@mlsd.net

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. Dargin

Title: V.P. Of Energy Efficiency

Date: 8-9-17

Madison Local School District
(Customer)

By: John Kleck

Title: Treasurer

Date: 06-06-17

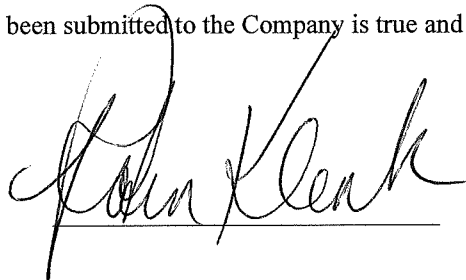
Affidavit of Madison Local School District – Exhibit _A_

STATE OF OHIO)
) SS:
COUNTY OF Richland)

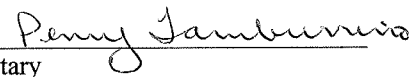
I, Robin Klenk ,being first duly sworn in accordance with law, deposes and states as follows:

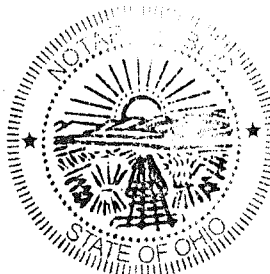
1. I am the Treasurer of Madison Local School District (“Customer”) As part of my duties, I oversee energy related matters for the Customer.
2. The Customer has agreed to commit certain energy efficiency projects to Ohio Edison Company(“Company”), which are the subject of the agreement to which this 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.



Sworn to before me and subscribed in my presence this 6th day of June, 2017.


Notary



PENNY
TAMBURRINO
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Expires
April 4, 2020

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/26/2017 10:36:16 AM

in

Case No(s). 17-1404-EL-EEC

Summary: Application to Commit Energy Efficiency/Peak Demand Reduction Programs of Ohio Edison Company and Madison Local School District electronically filed by Ms. Jennifer M. Sybyl on behalf of Ohio Edison Company and Madison Local School District