



Public Utilities Commission

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

Case No.: 19-0442-EL-EEC

Mercantile Customer: Brunswick Board of Education

Electric Utility: Ohio Edison Company

**Program Title or
Description:** Brunswick Schools computers and food service

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: Brunswick Board of Education

Principal address: 3643 Center Rd. Brunswick OH 44212

Address of facility for which this energy efficiency program applies: 3643 Center Rd.
Brunswick OH 44212

Name and telephone number for responses to questions: Sam Grida 330-225-9434

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):

7/15/2016 thru 10/22/18.

☐ 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: **738,864** kWh (see pgs 13 thru 27 of this document for supporting calcs)

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 **\$20,730**. (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

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.



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

Case No.: 19-0442-EL-EEC

State of Ohio :

Sam Grida, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

Brunswick Board of Education

[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.

SGOa - Director of Business Affairs
Signature of Affiant & Title

Sworn and subscribed before me this 21 day of February, 2019 Month/Year

Barbra Pritschau
Signature of official administering oath

NOTARY PUBLIC
Print Name and Title

My commission expires on April 28, 2021



BARBRA PRITSCHAU
NOTARY PUBLIC, STATE OF OHIO
MEDINA COUNTY
My Comm. Expires April 28, 2021

Customer Legal Entity Name: Brunswick City School district
 Site Address: Brunswick City School district
 Principal Address: 3561 Center Rd., Brunswick 44212

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	2016 Computers	New Energy Star computers for the school district.	FirstEnergy Consumer Electronics Calculator	N/A	N/A	
2	2016-2017 Computers	New energy Star Computers	Firstenergy Consumer electronics Calculator	N/A	N/A	
3	2017-2018 Computers	New energy Star Computers, printers and monitors	FirstEnergy Consumer Electronics Calculator	N/A	N/A	
4	2018-2019 Computers	New energy Star Computers, printers and monitors	FirstEnergy Consumer Electronics Calculator	N/A	N/A	
5	Food Service	New food service equipment	FirstEnergy Food Service Calculator	N/A	N/A	

Exhibit 2

Customer Legal Entity Name: Brunswick City School district
 Site Address: Brunswick City School district
 Principal Address: 3561 Center Rd., Brunswick 44212

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (c) <i>Note 1</i>
2018	3,186,600	3,186,600	3,344,378 12,644
Average	3,186,600	3,186,600	1,678,511

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	2016 Computers	07/15/2016	\$44,932	\$22,466	27,222	27,222	-	\$1,050	\$788	
2	2016-2017 Computers	06/27/2017	\$353,111	\$176,556	253,328	253,328	-	\$9,670	\$7,253	
3	2017-2018 Computers	07/09/2018	\$618,615	\$309,308	345,023	345,023	-	\$13,095	\$9,821	
4	2018-2019 Computers	10/22/2018	\$244,330	\$122,165	91,469	91,469	-	\$3,475	\$2,606	
5	Food Service	09/21/2018	\$14,044	\$7,022	21,822	21,822	-	\$350	\$263	
Total					738,864	738,864	0	\$27,640	\$20,730	\$0

Docket No. 19-0442
Site: 3561 Center Rd., Brunswick 44212

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. Combined Heat & Power (CHP) projects are not subject to the \$250,000 project rebate cap.

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	\$ 13,509	\$ 810	\$ 788	\$272	\$ 1,870	7.2
2	\$ 125,714	\$ 810	\$ 7,253	\$2,533	\$ 10,596	11.86
3	\$ 171,218	\$ 810	\$ 9,821	\$3,450	\$ 14,081	12.16
4	\$ 45,391	\$ 810	\$ 2,606	\$915	\$ 4,331	10.48
5	\$ 10,829	\$ 810	\$ 263	\$218	\$ 1,291	8.39
Total	366,661	4,050	20,730	\$7,389	32,169	11.4

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)

Brunswick City School district ~ Brunswick City School district**Docket No.** 19-0442**Site:** 3561 Center Rd., Brunswick 44212

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Table 1: Data Summary									
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Category	Sub-category	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8
Category A	Sub-category A	Item A1	Item A2	Item A3	Item A4	Item A5	Item A6	Item A7	Item A8
	Sub-category B	Item B1	Item B2	Item B3	Item B4	Item B5	Item B6	Item B7	Item B8
	Sub-category C	Item C1	Item C2	Item C3	Item C4	Item C5	Item C6	Item C7	Item C8
	Sub-category D	Item D1	Item D2	Item D3	Item D4	Item D5	Item D6	Item D7	Item D8
	Sub-category E	Item E1	Item E2	Item E3	Item E4	Item E5	Item E6	Item E7	Item E8
Category B	Sub-category F	Item F1	Item F2	Item F3	Item F4	Item F5	Item F6	Item F7	Item F8
Category C	Sub-category G	Item G1	Item G2	Item G3	Item G4	Item G5	Item G6	Item G7	Item G8
Category D	Sub-category H	Item H1	Item H2	Item H3	Item H4	Item H5	Item H6	Item H7	Item H8
Category E	Sub-category I	Item I1	Item I2	Item I3	Item I4	Item I5	Item I6	Item I7	Item I8
Category F	Sub-category J	Item J1	Item J2	Item J3	Item J4	Item J5	Item J6	Item J7	Item J8

Project Estimated Summary				
Contract: E&S-200, Nonline Project				
Contract Name		Project: E&S-200		
Building Name		Nonlinear Project: Nonlinear		
Building Number		Nonlinear Project: Nonlinear		
Project ID		Nonlinear		
Project Name		Nonlinear		
Project Number		Nonlinear		
Project Start Date		2014-01-01		
Project End Date		2014-01-01		
Project Status		Nonlinear		
Project Manager		Nonlinear		
Project Sponsor		Nonlinear		
Project Stakeholders		Nonlinear		
Project Communication		Nonlinear		
Project Documentation		Nonlinear		
Project Reporting		Nonlinear		
Project Review		Nonlinear		
Project Closure		Nonlinear		

ENERGY STAR® Smart Equilibrium									
1. All units are new and are LEED® Platinum certified.									
#	APRIS Description	Unit Type	Unit Count	Unit Features	Smart Equilibrium Features	Estimated Cost	Energy Savings Potential	Smart Equilibrium Savings Potential	Notes
1	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
2	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
3	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
4	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
5	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
6	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
7	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
8	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
9	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
10	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
11	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
12	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
13	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
14	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
15	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
16	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
17	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
18	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
19	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
20	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
21	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
22	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
23	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
24	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
25	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
26	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
27	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
28	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
29	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
30	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
31	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
32	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
33	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
34	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%
35	APRIS Solar Panels	Res. 1-2k sq ft	100	200%+ PV	Energy Star	\$100,000	100%	\$100,000	100%

[illegible]

Table 1: Data Summary									
Table 1: Data Summary									
Year	Category	Sub-Category	Value	Unit	Year	Category	Sub-Category	Value	Unit
2018	Q1	Q1.1	100	kg	2018	Q2	Q2.1	150	kg
2018	Q1	Q1.2	200	kg	2018	Q2	Q2.2	250	kg
2018	Q1	Q1.3	300	kg	2018	Q2	Q2.3	350	kg
2018	Q1	Q1.4	400	kg	2018	Q2	Q2.4	450	kg
2018	Q1	Q1.5	500	kg	2018	Q2	Q2.5	550	kg
2018	Q1	Q1.6	600	kg	2018	Q2	Q2.6	650	kg
2018	Q1	Q1.7	700	kg	2018	Q2	Q2.7	750	kg
2018	Q1	Q1.8	800	kg	2018	Q2	Q2.8	850	kg
2018	Q1	Q1.9	900	kg	2018	Q2	Q2.9	950	kg
2018	Q1	Q1.10	1000	kg	2018	Q2	Q2.10	1050	kg

[illegible]

Table 1: Data Summary									
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Item	Category	Sub-Category	Value	Unit	Notes	Item	Category	Sub-Category	Value
1	Item 1	Sub-Item 1	100	kg	Weight	2	Item 2	Sub-Item 2	200
3	Item 3	Sub-Item 3	300	kg	Weight	4	Item 4	Sub-Item 4	400
5	Item 5	Sub-Item 5	500	kg	Weight	6	Item 6	Sub-Item 6	600
7	Item 7	Sub-Item 7	700	kg	Weight	8	Item 8	Sub-Item 8	800
9	Item 9	Sub-Item 9	900	kg	Weight	10	Item 10	Sub-Item 10	1000
11	Item 11	Sub-Item 11	1100	kg	Weight	12	Item 12	Sub-Item 12	1200
13	Item 13	Sub-Item 13	1300	kg	Weight	14	Item 14	Sub-Item 14	1400
15	Item 15	Sub-Item 15	1500	kg	Weight	16	Item 16	Sub-Item 16	1600
17	Item 17	Sub-Item 17	1700	kg	Weight	18	Item 18	Sub-Item 18	1800
19	Item 19	Sub-Item 19	1900	kg	Weight	20	Item 20	Sub-Item 20	2000
21	Item 21	Sub-Item 21	2100	kg	Weight	22	Item 22	Sub-Item 22	2200
23	Item 23	Sub-Item 23	2300	kg	Weight	24	Item 24	Sub-Item 24	2400
25	Item 25	Sub-Item 25	2500	kg	Weight	26	Item 26	Sub-Item 26	2600
27	Item 27	Sub-Item 27	2700	kg	Weight	28	Item 28	Sub-Item 28	2800
29	Item 29	Sub-Item 29	2900	kg	Weight	30	Item 30	Sub-Item 30	3000
31	Item 31	Sub-Item 31	3100	kg	Weight	32	Item 32	Sub-Item 32	3200
33	Item 33	Sub-Item 33	3300	kg	Weight	34	Item 34	Sub-Item 34	3400
35	Item 35	Sub-Item 35	3500	kg	Weight	36	Item 36	Sub-Item 36	3600
37	Item 37	Sub-Item 37	3700	kg	Weight	38	Item 38	Sub-Item 38	3800
39	Item 39	Sub-Item 39	3900	kg	Weight	40	Item 40	Sub-Item 40	4000
41	Item 41	Sub-Item 41	4100	kg	Weight	42	Item 42	Sub-Item 42	4200
43	Item 43	Sub-Item 43	4300	kg	Weight	44	Item 44	Sub-Item 44	4400
45	Item 45	Sub-Item 45	4500	kg	Weight	46	Item 46	Sub-Item 46	4600
47	Item 47	Sub-Item 47	4700	kg	Weight	48	Item 48	Sub-Item 48	4800
49	Item 49	Sub-Item 49	4900	kg	Weight	50	Item 50	Sub-Item 50	5000
51	Item 51	Sub-Item 51	5100	kg	Weight	52	Item 52	Sub-Item 52	5200
53	Item 53	Sub-Item 53	5300	kg	Weight	54	Item 54	Sub-Item 54	5400
55	Item 55	Sub-Item 55	5500	kg	Weight	56	Item 56	Sub-Item 56	5600
57	Item 57	Sub-Item 57	5700	kg	Weight	58	Item 58	Sub-Item 58	5800
59	Item 59	Sub-Item 59	5900	kg	Weight	60	Item 60	Sub-Item 60	6000
61	Item 61	Sub-Item 61	6100	kg	Weight	62	Item 62	Sub-Item 62	6200
63	Item 63	Sub-Item 63	6300	kg	Weight	64	Item 64	Sub-Item 64	6400
65	Item 65	Sub-Item 65	6500	kg	Weight	66	Item 66	Sub-Item 66	6600
67	Item 67	Sub-Item 67	6700	kg	Weight	68	Item 68	Sub-Item 68	6800
69	Item 69	Sub-Item 69	6900	kg	Weight	70	Item 70	Sub-Item 70	7000
71	Item 71	Sub-Item 71	7100	kg	Weight	72	Item 72	Sub-Item 72	7200
73	Item 73	Sub-Item 73	7300	kg	Weight	74	Item 74	Sub-Item 74	7400
75	Item 75	Sub-Item 75	7500	kg	Weight	76	Item 76	Sub-Item 76	7600
77	Item 77	Sub-Item 77	7700	kg	Weight	78	Item 78	Sub-Item 78	7800
79	Item 79	Sub-Item 79	7900	kg	Weight	80	Item 80	Sub-Item 80	8000
81	Item 81	Sub-Item 81	8100	kg	Weight	82	Item 82	Sub-Item 82	8200
83	Item 83	Sub-Item 83	8300	kg	Weight	84	Item 84	Sub-Item 84	8400
85	Item 85	Sub-Item 85	8500	kg	Weight	86	Item 86	Sub-Item 86	8600
87	Item 87	Sub-Item 87	8700	kg	Weight	88	Item 88	Sub-Item 88	8800
89	Item 89	Sub-Item 89	8900	kg	Weight	90	Item 90	Sub-Item 90	9000
91	Item 91	Sub-Item 91	9100	kg	Weight	92	Item 92	Sub-Item 92	9200
93	Item 93	Sub-Item 93	9300	kg	Weight	94	Item 94	Sub-Item 94	9400
95	Item 95	Sub-Item 95	9500	kg	Weight	96	Item 96	Sub-Item 96	9600
97	Item 97	Sub-Item 97	9700	kg	Weight	98	Item 98	Sub-Item 98	9800
99	Item 99	Sub-Item 99	9900	kg	Weight	100	Item 100	Sub-Item 100	10000

Project Estimated Summary					
Project Information					
Project Name	New Project				
Project Manager	John Doe				
Project Start Date	2023-01-01				
Project End Date	2023-12-31				
Project Budget	\$1,000,000				
Project Status	On Track				
Project Risk Level	Low				
Project Complexity	Medium				
Project Scope	New Product Development				
Project Deliverables	New Product, Marketing Plan, Sales Plan				
Project Milestones	Project Kick-off, Design Phase, Development Phase, Testing Phase, Launch Phase				
Project Resources	Project Manager, Project Team, Project Sponsor				
Project Risks	Project Delay, Budget Overrun, Scope Creep				
Project Issues	None				
Project Comments	Project is on track and meeting all milestones.				

Table 1: Data Summary									
Table 1: Data Summary									
Category	Sub-category	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8
Category 1	Sub-category 1	Item 1.1	Item 1.2	Item 1.3	Item 1.4	Item 1.5	Item 1.6	Item 1.7	Item 1.8
Category 2	Sub-category 2	Item 2.1	Item 2.2	Item 2.3	Item 2.4	Item 2.5	Item 2.6	Item 2.7	Item 2.8
Category 3	Sub-category 3	Item 3.1	Item 3.2	Item 3.3	Item 3.4	Item 3.5	Item 3.6	Item 3.7	Item 3.8
Category 4	Sub-category 4	Item 4.1	Item 4.2	Item 4.3	Item 4.4	Item 4.5	Item 4.6	Item 4.7	Item 4.8
Category 5	Sub-category 5	Item 5.1	Item 5.2	Item 5.3	Item 5.4	Item 5.5	Item 5.6	Item 5.7	Item 5.8
Category 6	Sub-category 6	Item 6.1	Item 6.2	Item 6.3	Item 6.4	Item 6.5	Item 6.6	Item 6.7	Item 6.8
Category 7	Sub-category 7	Item 7.1	Item 7.2	Item 7.3	Item 7.4	Item 7.5	Item 7.6	Item 7.7	Item 7.8
Category 8	Sub-category 8	Item 8.1	Item 8.2	Item 8.3	Item 8.4	Item 8.5	Item 8.6	Item 8.7	Item 8.8
Category 9	Sub-category 9	Item 9.1	Item 9.2	Item 9.3	Item 9.4	Item 9.5	Item 9.6	Item 9.7	Item 9.8
Category 10	Sub-category 10	Item 10.1	Item 10.2	Item 10.3	Item 10.4	Item 10.5	Item 10.6	Item 10.7	Item 10.8

Project Estimated Summary				
Contract: E002560 - Newline Project				
Contract Name		Project: NEWLINE		
Building Name		Newline - The Warehouse		
Building Number		Newline		
Project ID		Newline		
Project Manager		Newline		
Project Location		Newline		
Project Start Date		11/01/2023		
Project End Date		11/01/2023		
Project Budget		11/01/2023		
Project Revenue		11/01/2023		
Project Profit		11/01/2023		
Project Loss		11/01/2023		
Project Status		11/01/2023		
Project Risk		11/01/2023		
Project Health		11/01/2023		
Project Quality		11/01/2023		
Project Safety		11/01/2023		
Project Security		11/01/2023		
Project Compliance		11/01/2023		
Project Sustainability		11/01/2023		
Project Innovation		11/01/2023		
Project Scalability		11/01/2023		
Project Flexibility		11/01/2023		
Project Reliability		11/01/2023		
Project Availability		11/01/2023		
Project Performance		11/01/2023		
Project Efficiency		11/01/2023		
Project Effectiveness		11/01/2023		
Project Impact		11/01/2023		
Project Value		11/01/2023		
Project Benefit		11/01/2023		
Project Cost		11/01/2023		
Project Time		11/01/2023		
Project Resources		11/01/2023		
Project Materials		11/01/2023		
Project Labor		11/01/2023		
Project Equipment		11/01/2023		
Project Supplies		11/01/2023		
Project Services		11/01/2023		
Project Contractors		11/01/2023		
Project Vendors		11/01/2023		
Project Suppliers		11/01/2023		
Project Partners		11/01/2023		
Project Stakeholders		11/01/2023		
Project Community		11/01/2023		
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Project Competition		11/01/2023		
Project Customers		11/01/2023		
Project Suppliers		11/01/2023		
Project Partners		11/01/2023		
Project Stakeholders		11		

Table 1: Data Summary									
Table 1: Data Summary									
Item	Category	Sub-Category	Value	Unit	Notes	Item	Category	Sub-Category	Value
1	Item 1	Sub-Item 1	100	kg	Weight	2	Item 2	Sub-Item 2	200
3	Item 3	Sub-Item 3	150	kg	Weight	4	Item 4	Sub-Item 4	300
5	Item 5	Sub-Item 5	250	kg	Weight	6	Item 6	Sub-Item 6	400
7	Item 7	Sub-Item 7	350	kg	Weight	8	Item 8	Sub-Item 8	500
9	Item 9	Sub-Item 9	450	kg	Weight	10	Item 10	Sub-Item 10	600
11	Item 11	Sub-Item 11	550	kg	Weight	12	Item 12	Sub-Item 12	700
13	Item 13	Sub-Item 13	650	kg	Weight	14	Item 14	Sub-Item 14	800
15	Item 15	Sub-Item 15	750	kg	Weight	16	Item 16	Sub-Item 16	900
17	Item 17	Sub-Item 17	850	kg	Weight	18	Item 18	Sub-Item 18	1000
19	Item 19	Sub-Item 19	950	kg	Weight	20	Item 20	Sub-Item 20	1100
21	Item 21	Sub-Item 21	1050	kg	Weight	22	Item 22	Sub-Item 22	1200
23	Item 23	Sub-Item 23	1150	kg	Weight	24	Item 24	Sub-Item 24	1300
25	Item 25	Sub-Item 25	1250	kg	Weight	26	Item 26	Sub-Item 26	1400
27	Item 27	Sub-Item 27	1350	kg	Weight	28	Item 28	Sub-Item 28	1500
29	Item 29	Sub-Item 29	1450	kg	Weight	30	Item 30	Sub-Item 30	1600
31	Item 31	Sub-Item 31	1550	kg	Weight	32	Item 32	Sub-Item 32	1700
33	Item 33	Sub-Item 33	1650	kg	Weight	34	Item 34	Sub-Item 34	1800
35	Item 35	Sub-Item 35	1750	kg	Weight	36	Item 36	Sub-Item 36	1900
37	Item 37	Sub-Item 37	1850	kg	Weight	38	Item 38	Sub-Item 38	2000
39	Item 39	Sub-Item 39	1950	kg	Weight	40	Item 40	Sub-Item 40	2100
41	Item 41	Sub-Item 41	2050	kg	Weight	42	Item 42	Sub-Item 42	2200
43	Item 43	Sub-Item 43	2150	kg	Weight	44	Item 44	Sub-Item 44	2300
45	Item 45	Sub-Item 45	2250	kg	Weight	46	Item 46	Sub-Item 46	2400
47	Item 47	Sub-Item 47	2350	kg	Weight	48	Item 48	Sub-Item 48	2500
49	Item 49	Sub-Item 49	2450	kg	Weight	50	Item 50	Sub-Item 50	2600
51	Item 51	Sub-Item 51	2550	kg	Weight	52	Item 52	Sub-Item 52	2700
53	Item 53	Sub-Item 53	2650	kg	Weight	54	Item 54	Sub-Item 54	2800
55	Item 55	Sub-Item 55	2750	kg	Weight	56	Item 56	Sub-Item 56	2900
57	Item 57	Sub-Item 57	2850	kg	Weight	58	Item 58	Sub-Item 58	3000
59	Item 59	Sub-Item 59	2950	kg	Weight	60	Item 60	Sub-Item 60	3100
61	Item 61	Sub-Item 61	3050	kg	Weight	62	Item 62	Sub-Item 62	3200
63	Item 63	Sub-Item 63	3150	kg	Weight	64	Item 64	Sub-Item 64	3300
65	Item 65	Sub-Item 65	3250	kg	Weight	66	Item 66	Sub-Item 66	3400
67	Item 67	Sub-Item 67	3350	kg	Weight	68	Item 68	Sub-Item 68	3500
69	Item 69	Sub-Item 69	3450	kg	Weight	70	Item 70	Sub-Item 70	3600
71	Item 71	Sub-Item 71	3550	kg	Weight	72	Item 72	Sub-Item 72	3700
73	Item 73	Sub-Item 73	3650	kg	Weight	74	Item 74	Sub-Item 74	3800
75	Item 75	Sub-Item 75	3750	kg	Weight	76	Item 76	Sub-Item 76	3900
77	Item 77	Sub-Item 77	3850	kg	Weight	78	Item 78	Sub-Item 78	4000
79	Item 79	Sub-Item 79	3950	kg	Weight	80	Item 80	Sub-Item 80	4100
81	Item 81	Sub-Item 81	4050	kg	Weight	82	Item 82	Sub-Item 82	4200
83	Item 83	Sub-Item 83	4150	kg	Weight	84	Item 84	Sub-Item 84	4300
85	Item 85	Sub-Item 85	4250	kg	Weight	86	Item 86	Sub-Item 86	4400
87	Item 87	Sub-Item 87	4350	kg	Weight	88	Item 88	Sub-Item 88	4500
89	Item 89	Sub-Item 89	4450	kg	Weight	90	Item 90	Sub-Item 90	4600
91	Item 91	Sub-Item 91	4550	kg	Weight	92	Item 92	Sub-Item 92	4700
93	Item 93	Sub-Item 93	4650	kg	Weight	94	Item 94	Sub-Item 94	4800
95	Item 95	Sub-Item 95	4750	kg	Weight	96	Item 96	Sub-Item 96	4900
97	Item 97	Sub-Item 97	4850	kg	Weight	98	Item 98	Sub-Item 98	5000
99	Item 99	Sub-Item 99	4950	kg	Weight	100	Item 100	Sub-Item 100	5100

Project Estimated Summary				
Project Information				
Project Name	Project Name			
Project Number	Project Number			
Project Manager	Project Manager			
Project Start Date	Project Start Date			
Project End Date	Project End Date			
Project Budget	Project Budget			
Project Status	Project Status			
Project Location	Project Location			
Project Description	Project Description			
Project Scope	Project Scope			
Project Risk	Project Risk			
Project Impact	Project Impact			
Project Benefits	Project Benefits			
Project Challenges	Project Challenges			
Project Opportunities	Project Opportunities			
Project Risks	Project Risks			
Project Mitigation	Project Mitigation			
Project Monitoring	Project Monitoring			
Project Reporting	Project Reporting			
Project Communication	Project Communication			
Project Collaboration	Project Collaboration			
Project Evaluation	Project Evaluation			
Project Review	Project Review			
Project Conclusion	Project Conclusion			
Project Summary	Project Summary			

ENERGY STAR® Commercial Ice Machines

[Return to Project Summary](#)

Eligible equipment includes ENERGY STAR® ice machines that are air-cooled and produce ice continuously or in batches. New installation and replacement projects are eligible.

[illegible]

[illegible]

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 Brunswick Board of Education, Taxpayer ID No. 34-6000443 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 \$250,000¹, 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.

¹Combined Heat & Power (CHP) projects are not subject to the \$250,000 rebate cap.

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:

Brunswick Board of Education
3643 Center Rd
Brunswick, OH 44212
Attn: Sam Grida
Telephone: 330 225 9434
Fax:
Email: sgrida@bcshoh.org

or to such other person at such other address as a Party may designate by like notice to the other Party. Notice received after the close of the business day will be deemed received on the next business day; provided that notice by facsimile transmission will be deemed to have been received by the recipient if the recipient confirms receipt telephonically or in writing.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year set forth below.

By: Kurt S. Turock

Title: Dir, Energy Efficiency Compliance & Reporting

Signed on behalf of Ohio Edison Company_
(Company)

Date: 5/15/2019

Brunswick Board of Education

(Customer)

By: [Signature]

Title: Director of Business Affairs

Date: 2-21-19

Affidavit of Brunswick Board of Education – Exhibit A

STATE OF OHIO)
)
COUNTY OF Medina) SS:

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

1. I am the Director of Business Affairs of Brunswick Board of Education ("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 21 day of Feb, 20 19



BARBRA PRITSCHAU
NOTARY PUBLIC, STATE OF OHIO
MEDINA COUNTY
My Comm. Expires April 28, 2021


Notary

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 19-0442-EL-EEC

Summary: Application to Commit Energy Efficiency/Peak Demand Reduction Programs of Ohio Edison Company and Brunswick Board of Education electronically filed by Ms. Jennifer M. Sybyl on behalf of Ohio Edison Company and Brunswick Board of Education