



Public Utilities Commission

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

Case No.: 19-0113-EL-EEC

Mercantile Customer: Brecksville BD of ED

Electric Utility: The Cleveland Electric Illuminating Company

Program Title or
Description: School Computers

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:Brecksville-BD of ED

Principal address:6638 Mill Rd Brecksville OH 44141

Address of facility for which this energy efficiency program applies:6380 Mill Rd Brecksville OH 44141

Name and telephone number for responses to questions:Christopher Coad 440-470-4015

Electricity use by the customer (check the box(es) that apply):

- The customer uses more than seven hundred thousand kilowatt hours per year at the above facility. (Please attach documentation.)
- The customer is part of a national account involving multiple facilities in one or more states. (Please attach documentation.)

Section 2: Application Information

A) The customer is filing this application (choose which applies):

- Individually, without electric utility participation.
- Jointly with the electric utility.

B) The electric utility is: The Cleveland Electric Illuminating 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):
12-14-2016, 10-18-2017, 11-20-2018
 - 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: 258,669 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 \$7,496. (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.

Ohio Public Utilities Commission

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Case No.: 19-0113-EL-EEC

State of Ohio :

Christopher Coad, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

Brecksville-BD of ED

[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.


Christopher Coad

Signature of Affiant & Title

Sworn and subscribed before me this 10 day of June, 2014 Month/Year


Rita Dankowski
Signature of official administering oath

RITA DANKOWSKI, NOTARY
Print Name and Title

My commission expires on Nov. 8, 2021
RITA DANKOWSKI
NOTARY PUBLIC - STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Nov. 8, 2021



Exhibit 1

Customer Legal Entity Name: Brecksville BD of ED
Site Address: Brecksville Broadview Heights School District
Principal Address: 6350 Mill Rd., Brecksville 44141

Project No.	Project Name	Narrative description of your program including, but not limited to, make, model, and year of any installed and replaced equipment:	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.
			Description of methodologies, protocols and practices used in measuring and verifying project results	Description of methodologies, protocols and practices used in measuring and verifying project results	
1	2016 Computers	New Energy Star computers for the school district.	FirstEnergy consumer electronics calculator	N/A	N/A
2	2017 and 2017B computers	New Energy Star Computers and monitors	FirstEnergy Consumer electronics Calculators	N/A	
3	2018 Computers	New Energy Star Computers and monitors	0	N/A	

Docket No. 19-0113
Site: 6380 Mill Rd.: Brecksville 44141

Rev (4.1.2013)

Exhibit 2

Customer Legal Entity Name: Brecksville BD of ED
 Site Address: Brecksville Broadview Heights School District
 Principal Address: 6380 Mill Rd., Brecksville 44141

Unadjusted Usage, kwh (A)		Weather Adjusted Usage, kwh (B)		Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (C)	
2018		4,096,668		4,096,668	
				Note 1 4,202,455 3,362	
Average		4,096,668		2,102,909	

Project Number	Project Name	In-Service Date	Project Cost \$	50% of Project Cost \$	KWh Saved/Year (D) counting towards utility compliance	KWh Saved/Year (E) eligible for incentive	Utility Peak Demand Reduction Contribution, kW (F)	Prescriptive Rebate Amount (G)	Eligible Rebate Amount (H) \$ Note 2	Commitment Payment \$	
1	2016 Computers	12/14/2016	\$135,364	\$67,682	68,362	68,362	-	\$2,570	\$1,928		
2	2017 and 2017B computers	10/18/2017	\$269,846	\$134,923	181,225	181,225	-	\$6,915	\$5,186		
3	2018 Computers	11/20/2018	\$24,427	\$12,214	9,082	9,082	-	\$510	\$383		
Total		\$429,637		258,669		258,669		0		\$9,995	
										\$7,496	
										\$0	

Docket No. 19-0113
Site: 6380 Mill Rd., Brecksville 44141

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	\$ 33,925	\$ 1,350	\$ 1,928	\$ 684	\$ 3,961	8.6
2	\$ 89,933	\$ 1,350	\$ 5,186	\$ 1,812	\$ 8,349	10.77
3	\$ 4,507	\$ 1,350	\$ 383	\$ 91	\$ 1,823	2.47
Total	128,364	4,050	7,496	\$2,587	14,133	9.1

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)

Brecksville BD of ED ~ Brecksville Broadview Heights School District

Docket No. 19-0113
Site: 6380 Mill Rd., Brecksville 44141

ENERGY STAR® Office Equipment							
Reference Period Summary		Urgent Office Equipment that is ENERGY STAR® certified. Only items required to begin for incentive.					
Line	Measure	Installation Type	New Equipment Model Number	Equipment Type	Capacity	Quantity	Total Energy Savings (kW)
1	Office Equipment	New Installation	None	Computer	32	1	3200.00
2	Office Equipment	New Installation	None	Computer	80	1	800.00
3	Office Equipment	New Installation	None	Computer	100	1	1000.00
4	Office Equipment	New Installation	None	Computer	120	1	1200.00
5	Office Equipment	New Installation	None	Computer	144	1	1440.00
6	Office Equipment	New Installation	None	Computer	15	1	150.00
7	Office Equipment	New Installation	None	Computer	22	1	220.00
8	Office Equipment	New Installation	None	Computer	27	1	270.00

Project Charter Summary	
Project Name:	Project Alpha
Project Lead:	John Doe
Project Manager:	Jane Smith
Project Status:	In Progress
Project Start Date:	2023-01-01
Project End Date:	2023-12-31
Project Budget:	\$100,000
Project Scope:	System Upgrade
Project Team:	John Doe, Jane Smith, Michael Johnson, Emily White, David Green
Project Deliverables:	System Upgrade Report, Final System Documentation, User Training Materials
Project Risks:	Scope Creep, Resource Constraints, External Dependencies
Project Issues:	None
Project Lessons Learned:	Communication is key, thorough planning prevents delays.

Period	Year	Period	Year
1	1990	1	1990
2	1991	2	1991
3	1992	3	1992
4	1993	4	1993
5	1994	5	1994
6	1995	6	1995
7	1996	7	1996
8	1997	8	1997
9	1998	9	1998
10	1999	10	1999
11	2000	11	2000
12	2001	12	2001
13	2002	13	2002
14	2003	14	2003
15	2004	15	2004
16	2005	16	2005
17	2006	17	2006
18	2007	18	2007
19	2008	19	2008
20	2009	20	2009
21	2010	21	2010
22	2011	22	2011
23	2012	23	2012
24	2013	24	2013
25	2014	25	2014
26	2015	26	2015
27	2016	27	2016
28	2017	28	2017
29	2018	29	2018
30	2019	30	2019
31	2020	31	2020
32	2021	32	2021
33	2022	33	2022
34	2023	34	2023
35	2024	35	2024
36	2025	36	2025
37	2026	37	2026
38	2027	38	2027
39	2028	39	2028
40	2029	40	2029
41	2030	41	2030
42	2031	42	2031
43	2032	43	2032
44	2033	44	2033
45	2034	45	2034
46	2035	46	2035
47	2036	47	2036
48	2037	48	2037
49	2038	49	2038
50	2039	50	2039
51	2040	51	2040
52	2041	52	2041
53	2042	53	2042
54	2043	54	2043
55	2044	55	2044
56	2045	56	2045
57	2046	57	2046
58	2047	58	2047
59	2048	59	2048
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61	2050	61	2050
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63	2052	63	2052
64	2053	64	2053
65	2054	65	2054
66	2055	66	2055
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81	2070	81	2070
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86	2075	86	2075
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92	2081	92	2081
93	2082	93	2082
94	2083	94	2083
95	2084	95	2084
96	2085	96	2085
97	2086	97	2086
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112	2101	112	2101
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114	2103	114	2103
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119	2108	119	2108
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121	2110	121	2110
122	2111	122	2111
123	2112	123	2112
124	2113	124	2113
125	2114	125	2114
126	2115	126	2115
127	2116	127	2116
128	2117	128	2117
129	2118	129	2118
130	2119	130	2119
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132	2121	132	2121
133	2122	133	2122
134	2123	134	2123
135	2124	135	2124
136	2125	136	2125
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161	2150	161	2150
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163	2152	163	2152
164	2153	164	2153
165	2154	165	2154
166	2155	166	2155
167	2156	167	2156
168	2157	168	2157
169	2158	169	2158
170	2159	170	2159
171	2160	171	2160
172	2161	172	2161
173	2162	173	2162
174	2163	174	2163
175	2164	175	2164
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177	2166	177	2166
178	2167	178	2167
179	2168	179	2168
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183	2172	183	2172
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185	2174	185	2174
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190	2179	190	2179
191	2180	191	2180
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193	2182	193	2182
194	2183	194	2183
195	2184	195	2184
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198	2187	198	2187
199	2188	199	2188
200	2189	200	2189
201	2190	201	2190
202	2191	202	2191
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205	2194	205	2194
206	2195	206	2195
207	2196	207	2196
208	2197	208	2197
209	2198	209	2198
210	2199	210	2199
211	2200	211	2200
212	2201	212	2201
213	2202	213	2202
214	2203	214	2203
215	2204	215	2204
216	2205	216	2205
217	2206	217	2206
218	2207	218	2207
219	2208	219	2208
220	2209	220	2209
221	2210	221	2210
222	2211	222	2211
223	2212	223	2212
224	2213	224	2213
225	2214	225	2214
226	2215	226	2215
227	2216	227	2216
228	2217	228	2217
229	2218	229	2218
230	2219	230	2219
231	2220	231	2220
232	2221	232	2221
233	2222	233	2222
234	2223	234	2223
235	2224	235	2224
236	2225	236	2225
237	2226	237	2226
238	2227	238	2227
239	2228	239	2228
240	2229	240	2229
241	2230	241	2230
242	2231	242	2231
243	2232	243	2232
244	2233	244	2233
245	2234	245	2234
246	2235	246	2235
247	2236	247	2236
248	2237	248	2237
249	2238	249	2238
250	2239	250	2239
251	2240	251	2240
252	2241	252	2241
253	2242	253	2242
254	2243	254	2243
255	2244	255	2244
256	2245	256	2245
257	2246	257	2246
258	2247	258	2247
259	2248	259	2248
260	2249	260	2249
261	2250	261	2250
262	2251	262	2251
263	2252	263	2252
264	2253	264	2253
265	2254	265	2254
266	2255	266	2255
267	2256	267	2256
268	2257	268	2257
269	2258	269	2258
270	2259	270	2259
271	2260	271	2260
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273	2262	273	2262
274	2263	274	2263
275	2264	275	2264
276	2265	276	2265
277	2266	277	2266
278	2267	278	2267
279	2268	279	2268
280	2269	280	2269
281	2270	281	2270
282	2271	282	2271
283	2272	283	2272
284	2273	284	2273
285	2274	285	2274
286	2275	286	2275
287	2276	287	2276
288	2277	288	2277
289	2278	289	2278
290	2279	290	2279
291	2280	291	2280
292	2281	292	2281
293	2282	293	2282
294	2283	294	2283
295	2284	295	2284
296	2285	296	2285
297	2286	297	2286
298	2287	298	2287
299			

Project Charter Summary	
Project Name:	Project Alpha
Project Lead:	John Doe
Project Manager:	Jane Smith
Project Status:	In Progress
Project Start Date:	2023-01-01
Project End Date:	2023-12-31
Project Budget:	\$100,000
Project Scope:	System Upgrade
Project Team:	John Doe, Jane Smith, Michael Johnson, Emily White, David Green
Project Deliverables:	System Upgrade Report, Final System Documentation, User Training Materials
Project Risks:	Scope Creep, Resource Constraints, External Dependencies
Project Issues:	None
Project Lessons Learned:	Communication is key, thorough planning prevents delays.

Number of patients (%)	
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
11	1
12	1
13	1
14	1
15	1
16	1
17	1
18	1
19	1
20	1
21	1
22	1
23	1
24	1
25	1
26	1
27	1
28	1
29	1
30	1
31	1
32	1
33	1
34	1
35	1
36	1
37	1
38	1
39	1
40	1
41	1
42	1
43	1
44	1
45	1
46	1
47	1
48	1
49	1
50	1
51	1
52	1
53	1
54	1
55	1
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Project Charter Summary	
Project Name:	Project Alpha
Project Lead:	John Doe
Project Manager:	Jane Smith
Project Status:	In Progress
Project Start Date:	2023-01-01
Project End Date:	2023-12-31
Project Budget:	\$100,000
Project Scope:	System Upgrade
Project Team:	John Doe, Jane Smith, Michael Johnson, Emily White, David Green
Project Deliverables:	System Upgrade Report, Final System Documentation, User Training Materials
Project Risks:	Scope Creep, Resource Constraints, External Dependencies
Project Issues:	None
Project Lessons Learned:	Communication is key, thorough planning prevents delays.

MATERIALS AND METHODS	
Sample collection	For this study, we collected 100 samples of <i>S. enterica</i> isolates from humans and animals. Isolates were obtained from the National Reference Laboratory for Enteric Pathogens (NRL) in Brazil, which receives isolates from various sources, including clinical cases, food, and environmental samples. The isolates were collected between 2010 and 2012.
Isolate characterization	The isolates were characterized using pulsed-field gel electrophoresis (PFGE) analysis. PFGE was performed using the CHEF Mapper system (Bio-Rad, Hercules, CA, USA) with 1% agarose gels and a pulse of 1.2 V/cm for 120 s at 14 °C. Gel images were analyzed using BioNumerics software (version 3.2.3; BioNumerics, Ghent, Belgium) with Dice coefficient and unweighted pair group method of averages (UPGMA) clustering. Isolates with a Dice coefficient of ≤ 0.7 were considered to be different phage types (PT).
Phage typing	Phage typing was performed using the PulseNet Phage Type Reference Database (http://www.pulse-net.org/ptdb/). The isolates were typed using a panel of 12 phage serotypes: <i>λ</i> , <i>λ</i> (K1), <i>λ</i> (K2), <i>λ</i> (K3), <i>λ</i> (K4), <i>λ</i> (K5), <i>λ</i> (K6), <i>λ</i> (K7), <i>λ</i> (K8), <i>λ</i> (K9), <i>λ</i> (K10), and <i>λ</i> (K11). Isolates were considered to be of the same phage type if they showed identical phage profiles.
Antimicrobial susceptibility testing	Antimicrobial susceptibility testing was performed using the disk diffusion method according to the National Committee for Clinical Laboratory Standard (NCCLS) recommendations [11]. Isolates were tested against a panel of antibiotics, including ampicillin, chloramphenicol, ciprofloxacin, gentamicin, kanamycin, streptomycin, tetracycline, and vancomycin. Susceptibility was determined based on the NCCLS criteria.
Statistical analysis	Statistical analysis was performed using SPSS software (version 20.0; IBM, Armonk, NY, USA). Chi-square test or Fisher's exact test was used to compare proportions between groups. P < 0.05 was considered statistically significant.

Mercantile Customer Project Commitment Agreement
Cash Rebate Option

THIS MERCANTILE CUSTOMER PROJECT COMMITMENT AGREEMENT ("Agreement") is made and entered into by and between The Cleveland Electric Illuminating Company, its successors and assigns (hereinafter called the "Company") and Brecksville BD of ED, Taxpayer ID No. 34-6000321 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.

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

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:

Brecksville-Broadview Heights School district
6638 Mill Road
Brecksville OH 44141
Attn:Christopher Coad

Telephone: 4407044015
Fax: 4407044016
Email: coadc@bbhcsd.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 E. Turley

Title: **Dir, Energy Efficiency Compliance & Reporting**

Signed on behalf of **The Cleveland Electric Illuminating Company**
(Company)

Date: 9-24-19

Brecksville BD of ED School district
(Customer)

By: John East

Title: Director of Business Services

Date: 6-10-19

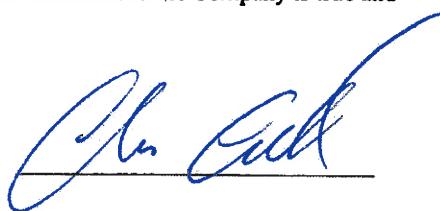
Affidavit of Brecksville BD of ED – Exhibit A

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS:

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

1. I am the Director of Business Services of Brecksville BD of ED 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 The Cleveland Electric Illuminating 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 10 day of June, 2019.

Rita Dankowski
Notary

RITA DANKOWSKI
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Nov. 8, 2021



This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/27/2019 4:37:16 PM

in

Case No(s). 19-0113-EL-EEC

Summary: Application to Commit Energy Efficiency/Peak Demand Reduction Programs of The Cleveland Electric Illuminating Company and Brecksville BD of ED electronically filed by Ms. Jennifer M. Sybyl on behalf of The Cleveland Electric Illuminating Company and Brecksville BD of ED