

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

Case No.: 10-3129-EL-EEC

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 implemented during the prior three calendar years.

Completed applications requesting the cash rebate reasonable arrangement option (Option 1) in lieu of an exemption from the 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 electric utilities' energy efficiency rider option (Option 2) will not qualify for the 60-day automatic approval.

Complete a separate application for each customer program. Projects undertaken by a customer as a single program at a single location or at various locations within the same service territory should be submitted together as a single program filing, when possible. Check all boxes that are applicable to your program. For each box checked, be sure to complete all subparts of the question, and provide all requested additional information. Submittal of incomplete applications may result in a suspension of the automatic approval process or denial of the application.

If you consider some of the items requested in the application to be confidential or trade secret information, please file a copy of the application under seal, along with a motion for protective order pertaining to the material you believe to be confidential. Please also file a copy of the application in the public docket, with the information you believe to be confidential redacted.

Section 1: Company Information

Name: Airgas Merchant Gases, LLC.

Principal address: 3800 Dayton Park Drive

Dayton, OH 45414

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

Tom Tatham, Dayton Power and Light: 937-331-4764

Electricity use by our company (at least one must apply to your company – check the box or boxes that apply):

- X We use more than seven hundred thousand kilowatt hours per year at our facility. (Please attach documentation.)
- X We are part of a national account involving multiple facilities in one or more states. (Please attach documentation.)

Section 2: Application Information

- A) We are filing this application (choose which applies):
 - □ Individually, on our own.
 - X Jointly with our electric utility.
- B) Our electric utility is: Dayton Power and Light
- C) We are offering to commit (choose which applies):
 - □ Energy savings from our energy efficiency program. (Complete Sections 3, 5, 6, and 7.)
 - X Demand reduction from our demand response/demand reduction program. (Complete Sections 4, 5, 6, and 7.)
 - Both the energy savings and the demand reduction from our energy efficiency program. (Complete all sections of the Application.)

Section 3: Energy Efficiency Programs

A)	Our energy efficiency program involves (choose whichever applies):				
		Early replacement of fully functioning equipment with new equipment. (Provide the date on which you replaced your fully functioning equipment, and the date on which you would have replaced your equipment if you had not replaced it early. Please include a brief explanation for how you determined this future replacement date (or, if not known, please explain why this is not known)).			
		Installation of new equipment to replace equipment that needed to be replaced. We installed our new equipment on the following date(s):			
		Installation of new equipment for new construction or facility expansion. We installed our new equipment on the following date(s):			
B)	Energy savings achieved/to be achieved by your energy efficiency program:				
	 a) If you checked the box indicating that your project involves replacement of fully functioning equipment replaced we equipment, then calculate the annual savings [(kWh used by the equipment) - (kWh used by new equipment) = (kWh per year Please attach your calculations and record the results below: 				
		Annual savings:kWh			
	b)	If you checked the box indicating that you installed new equipment to replace equipment that needed to be replaced, then calculate the annual savings [(kWh used by less efficient new equipment) – (kWh used by the higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:			
		Annual savings:kWh			
		Please describe the less efficient new equipment that you rejected in favor of the more efficient new equipment.			
	c)	If you checked the box indicating that your project involves equipment for new construction or facility expansion, then calculate the annual savings [(kWh used by less efficient new equipment) - (kWh used by higher			

efficiency new equipment) = (kWh per year saved)]. Please attach your

calculations and record the results below:

A 1		1 1 1 1
Annual	savings:	kWh
minum	Juvilia.	X Y Y I I

Please describe the less efficient new equipment that you rejected in favor of the more efficient new equipment.

Section 4: Demand Reduction/Demand Response Programs

- A) Our program involves (choose which applies):
 - ☐ Coincident peak-demand savings from our energy efficiency program.
 - Actual peak-demand reduction. (Attach a description and documentation of the peak-demand reduction.)
 - X Potential peak-demand reduction (choose which applies):
 - > Choose one or more of the following that applies:
 - X Our 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.
 - Our 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) What is the date your peak demand reduction program was initiated?

 PJM Demand Response contract is in effect from June 1, 2010 through May 31, 2011.
- C) What is the peak demand reduction achieved or capable of being achieved (show calculations through which this was determined):

9,700 kW

(See attached PJM documentation.)

Section 5: Request for Cash Rebate Reasonable Arrangement (Option 1) or Exemption from Rider (Option 2)

Under this section, check the box that applies and fill in all blanks relating to that choice.

Note: If Option 2 is selected, the application will not qualify for the 60-day automatic approval. All applications, however, will be considered on a timely basis by the Commission.

- A) We are applying for:
 - X Option 1: A cash rebate reasonable arrangement.

OR

- □ Option 2: An exemption from the cost recovery mechanism implemented by the electric utility.
- B) The value of the option that we are seeking is:
 - Option 1: A cash rebate reasonable arrangement, which is the lesser of (show both amounts):
 - X A cash rebate commitment payment of \$48,500. (Attach documentation showing the methodology used to determine the cash rebate value and calculations showing how this payment amount was determined.)

OR

A cash rebate valued at no more than 50% of the total project cost, which is equal to \$_______.
 (Attach documentation and calculations showing how this payment amount was determined.)

NOT APPLICABLE FOR PJM DEMAND RESPONSE.

- Option 2: An exemption from payment of the electric utility's energy efficiency/peak demand reduction rider.
 - □ An exemption from payment of the electric utility's energy efficiency/peak demand reduction rider for ____ months (not to exceed 24 months). (Attach

calculations showing how this time period was determined.)

OR

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 an ongoing efficiency program that is practiced by our organization. (Attach documentation that establishes your organization's ongoing efficiency program. In order to continue the exemption beyond the initial 24 month period your organization will need to provide a future application establishing additional energy savings and the continuance of the organization's energy efficiency program.)

Section 6: Cost Effectiveness

The program is cost effective because it has a benefit/cost ratio greater than 1 using the (choose which applies):

- ☐ Total Resource Cost (TRC) Test. The calculated TRC value is: _____ (Continue to Subsection 1, then skip Subsection 2)
- X Utility Cost Test (UCT) . The calculated UCT value is: 10.2 (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 (capacity and energy) by the sum of our program costs and our electric utility's administrative costs to implement the program.

Our avoided supply costs were
Our program costs were
The utility's administrative costs were

Subsection 2: UCT Used (please fill in all blanks).

We (DP&L) 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 (the utility) avoided supply costs were \$521,500.

The utility's administrative costs were \$2,663.

The utility's incentive costs/rebate costs were \$48,500.

Section 7: Additional Information

Please attach the following supporting documentation to this application:

- Narrative description of your 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 your program 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 you and the electric utility with regard to peak demand reduction;
 - 4) permission by you 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 you to provide an annual report on your energy savings and electric utility peak-demand reductions achieved.
- A description of all methodologies, protocols, and practices used or proposed to be used in measuring and verifying program results. Additionally, identify and explain all deviations from any program measurement and verification guidelines that may be published by the Commission.

Ohio Public Utilities Commission

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

Case No.: <u>/0 -3/29</u>-EL-EEC State of <u>Rennsylvania</u> Renneth O. Lyons, Affiant, being duly sworn according to law, deposes and says that: 1. I am the duly authorized representative of: Finsert 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. 3. I am aware of fines and penalties which may be imposed under Ohio Revised Code Sections 2921.11, 2921.31, 4903.02, 4903.03, and 4903.99 for submitting false information. Territo O Lyan - Energy Manager Signature of Affiant & Title Sworn and subscribed before me this 27 day of December, 2010 Month/Year Stephanie Flavelle-Notory
Print Name and Title Public rani Havelle Signature of official administering oath

My commission expires on MONON 12, 2014

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Stephanie Flavelle, Notary Public Lower Nazareth Twp., Northampton County My Commission Expires Jan. 12, 2014

Member, Pennsylvania Association of Notaries



Self-Direct Program Application and Agreement for Mercantile Customers

Business and Government Customers who have completed historical demand and energy reduction projects through their own energy efficiency efforts can qualify for an incentive payment or partial or complete exemption from the Energy Efficiency Rider (EER) portion of their DP&L bill.

Customer and Project Eligibility

Any Business or Government Customer that meets the below criteria is eligible for the Self-Direct program. Any eligible Customer may submit an application.

To be eligible, Customer must:

- Have annual consumption of 700,000 kWh or more, at a single or group of Customer facilities; or be a national or regional account with multiple facilities in one or more states.
- Agree to commit energy and demand savings achieved through the Customer's own self-directed projects to DP&L for compliance with peak demand reduction and energy efficiency benchmarks set forth in Section 4928.66 of the Ohio Revised Code.

To be eligible, a project must:

- Be installed after January 1, 2007.
- Produce verifiable demand and/or energy reduction.

Application Instructions and Process

The eligibility requirements should be reviewed before completing the application. The process for becoming a Self-Direct Customer is described below:

- 1. The Customer completes the application which includes: DP&L's application, demand and energy savings calculations and detailed supporting documentation.
- 2. DP&L reviews the application against the eligibility requirements and contacts the Customer to obtain any additional information needed or clarify information provided.
- 3. Upon acceptance of Customer into the Self-Direct Program, DP&L and Customer sign the Self-Direct Program Agreement. The Agreement must be approved by the PUCO to take effect. Customer may apply to the PUCO individually for approval or, assuming the Customer and the Company agree, DP&L will file jointly with the Customer in support of the application to approve the Self-Direct Program Agreement.
- 4. PUCO reviews the application and issues an Order, approving, rejecting or modifying the Agreement.
- 5. DP&L issues an incentive payment or modifies the Customer's billing rates according to the PUCO Order.

For additional program details, please contact DP&L at 937-331-4770 or by e-mail at Stefanie.campbell@dplinc.com. Any paper correspondence should be mailed to the following address:

The Dayton Power and Light Company Energy Efficiency Programs 1900 Dryden Road Dayton, OH 45439

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Self-Direct Program Agreement

Airga, Merchant gases, LLC This Self-Direct Program Agreement ("Agreement") is entered this day of 2 day of 2010 between Airgas, Inc., ("Customer") and the Dayton Power and Light Company ("DP&L" or the "Company") (collectively "the Parties"). In consideration of the mutual covenants, terms and conditions set forth herein, the parties hereto agree as follows:

> Customer hereby agrees to become a participant in DP&L's Self-Direct Program ("Program") by committing the results from Customer's energy efficiency and/or demand response measures and programs ("Project" or "Projects") for integration with DP&L's energy efficiency and demand response program portfolio for purposes of the Company's compliance with Section 4928.66 of the Ohio Revised Code.

- 1. During the term of this Agreement, the Company and the Customer agree to take all reasonable steps necessary to coordinate the integration of the Customer's demand reduction programs, demand response programs and energy efficiency projects with the Company's demand reduction, demand response and energy efficiency programs. These steps, when applicable, are described in the Project Summary, which is attached as Exhibit A.
- 2. In consideration for its agreement to commit the energy efficiency/demand response results for integration into DP&L energy efficiency and demand response program portfolio, along with other promises set forth herein, Customer will be entitled to one of two options.
 - Option 1 is a one-time payment and the customer continues to pay the Energy Efficiency Rider. The one-time payment could include one or both of the following:
 - i. An incentive payment equal to 75% of the calculated incentive payment under DP&L's prescriptive rebate and custom rebate programs and/or;
 - ii. A commitment payment for energy efficiency and/or demand response/reduction that can count toward the utility's benchmark compliance target but is not eligible for an incentive.
 - b. Option 2 is an exemption from paying DP&L's EER. The period of exemption is equal to the period of time that the customer achieves, through its own program, the energy efficiency and demand reduction benchmarks as set forth in Ohio Revised Code Section 4928.66. Under Option 2, the customer is not entitled to participate in any of DP&L's energy efficiency rebate programs during the calculated period of exemption.

Customer hereby selects Option 1 (ii) for a payment of \$48,500 as calculated in Exhibit A.

- 3. The Parties understand that this Agreement is subject to approval by the Public Utilities Commission of Ohio ("PUCO") and will become effective only upon approval by the PUCO.
- 4. Should Customer opt for an EER exemption, this agreement shall be in effect through the period of exemption (not to exceed 24 months) unless otherwise canceled by either party with 30 days notice. This Agreement will terminate immediately if not approved, in whole and without modification, by the PUCO.

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- 5. Customer represents to the best of its knowledge that all of the information submitted to DP&L through the Self-Direct Program application process and in connection with this Agreement, including without limitation, Exhibit A to this Agreement, is true and accurate. Customer understands that DP&L is expressly relying upon this representation as a condition of entering into this Agreement.
- 6. For purposes of this agreement, "Energy Efficiency," "Demand Response," "Measure" and "Programs" have the same meaning as set forth in Ohio Administrative Code §4901:1-39-01.
- 7. Customer understands and agrees that eligible Projects must produce verifiable and consistent demand and/or energy reductions through an increase in energy efficiency, load shifting technologies, or demand response activities. The Customer agrees to prepare an annual report which shall include, at a minimum, all information as required by Ohio Administrative Code §4901:1-39-08 as modified from time to time. The Customer will provide that report to the Company and the Staff of the Public Utilities Commission of Ohio ("Commission Staff") no later than February 15 of each year during the term of this Agreement. In addition Customer agrees to make reasonable efforts to comply with any request by Commission Staff or DP&L for additional information, supporting detail, calculations, manufacturer specifications or any other information they deem necessary. Customer agrees that information in this report will be subject to review by the PUCO and that any information provided will continue to be treated as described in paragraph 12.
- 8. Customer grants permission to DP&L and Commission Staff to measure and verify energy savings and/or peak demand reductions resulting from customer-sited projects and resources. DP&L uses methodologies, protocols and/or practices that conform to the general principals of the International Performance Measurement Verification Protocol (IPMVP) in order to justify the energy savings and/or demand reductions.
- 9. Customer understands and agrees that in order to qualify for the benefits under this agreement, all retrospective energy efficiency/demand response Projects must have been installed and operating no earlier than January 1, 2007 and must be operating at the time this Agreement takes effect.
- 10. Customer agrees to permit DP&L or its contractors/agents access, upon reasonable notice, to inspect the Project, its installation and/or operations at various times within five years of installation. DP&L reserves the right to randomly inspect Customer facilities for installation of energy efficiency/demand response measures and will need access to survey the installed Project. Customer understands and agrees that Project installations may also be subject to inspections by the PUCO or its designee, and photographs of the Project may be required. If an inspection finds that the Customer did not comply with DP&L's Program or PUCO rules and requirements, all or a portion of any benefits received under this agreement are subject to repayment to DP&L.
- 11. Customer understands and agrees that in order to qualify as a demand reduction from efficiency and load shifting, measures are required to show that the impact of such measures provide a reduction regularly during the summer months (June August) on weekdays

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- (Monday Friday) between the hours 12pm 6pm. Other acceptable demand savings may include participation in PJM demand response programs.
- 12. The Parties understand that documentation and verification relating to this Agreement is subject to strict confidentiality. Except as otherwise described herein, DP&L will not disclose such information except under an appropriate protective agreement, a protective order issued by the PUCO pursuant to §4901-1-24 of the Ohio Administrative Code, or other processes employed by Commission Staff designed to ensure confidentiality. By executing this Agreement, Customer acknowledges and agrees that DP&L may disclose to the PUCO or Commission Staff any and all confidential documentation and verification information provided by Customer in the Self-Direct Program application process and/or related to this Agreement provided that DP&L uses reasonable efforts to protect the confidentiality of such information as described in this paragraph or by filing such information under seal.
- 13. The Parties recognize that DP&L does not guarantee energy reductions and does not make any warranties associated with Customer's demand reduction/energy efficiency measures or equipment. Furthermore, only Customer can judge the overall feasibility and benefit of the Project to Customer's business.
- 14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and/or assigns, but Customer shall not transfer or assign any of the rights hereby granted to any non-affiliated third-party without the prior written consent of DP&L.
- 15. Neither Party shall be liable to the other for any expenses, loss or damage resulting from delays or prevention of performance arising from a Force Majeure. "Force Majeure" shall mean acts of God, riots, labor or material shortages, act(s) by any government, governmental body or instrumentality or regulatory agency (including delay or failure to act in the issuance of approvals, permits or licenses), fires, explosions, floods, breakdown or damage to plants, equipment or facilities, or other causes of similar nature which are beyond the reasonable control of the party. The party affected by Force Majeure shall give notice to the other party as promptly as practical of the nature and probable duration of such Force Majeure, with the effect of such Force Majeure eliminated insofar as possible with all reasonable dispatch. The performance by the Parties hereunder shall be excused only to the extent made necessary by the Force Majeure condition, provided that neither party shall be required pursuant to this Agreement to rebuild all or a major portion of its facilities which are destroyed or substantially impaired by a Force Majeure event.
- 16. No modification of this Agreement is effective unless reduced to writing, signed by both Parties, and approved by the PUCO.

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AGREED TO AND ACCEPTED BY:

Customer: Airgas Merchan Gases, LCC	THE DAYTON POWER AND LIGHT
	COMPANY
By: Tom Lyn	By
Name: KEN LYONI	Name: Bree Nickel
Title: EMERGY MAMAGON	Title: Via President
Date: 0.00 la 27 2010	Date: (2/28/10



PJM Demand Response for Mercantile Customers Commitment Payment Worksheet

Business and Government Customers who participate in PJM Demand Response (PJM DR) can qualify for a one-time commitment payment.

To be eligible, Customer must:

- Have annual consumption of 700,000 kWh or more, at a single or group of Customer facilities; or be a national or regional account with multiple facilities in one or more states.
- Agree to commit demand savings achieved through the Customer's participation in PJM DR to DP&L for compliance with DP&L's peak demand reduction benchmarks set forth in Section 4928.66 of the Ohio Revised Code.

*Commitment Calculation

Airgas, Inc. (Customer) is a participant in the 2010-2011 PJM Demand Response (PJM DR) program and abides by the terms and conditions of the PJM DR program. Customer agrees to commit 9,700 kW of its PJM DR to the Dayton Power & Light Company in exchange for a commitment payment of \$5.00/kW or \$48,500.

Customer Name	Airgas, Inc. Airgas Mercharl gases, a	uc O
Facility Address	3800 Dayton Park Drive Dayton, OH 45414	

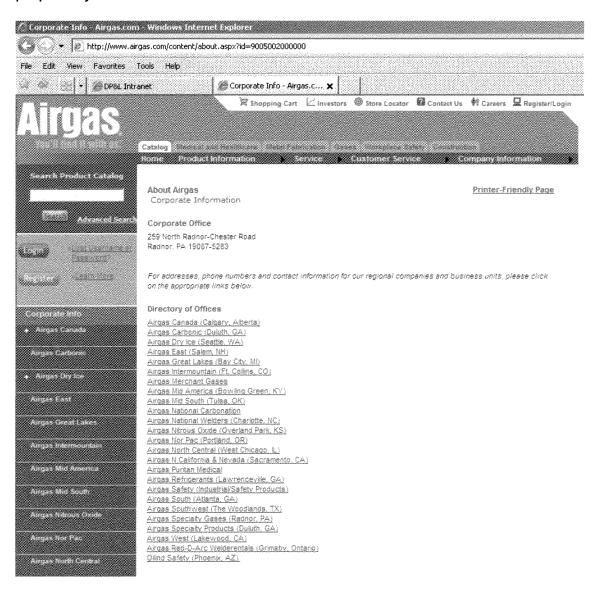
The Dayton Power and Light Company Energy Efficiency Programs 1900 Dryden Road Dayton, OH 45439

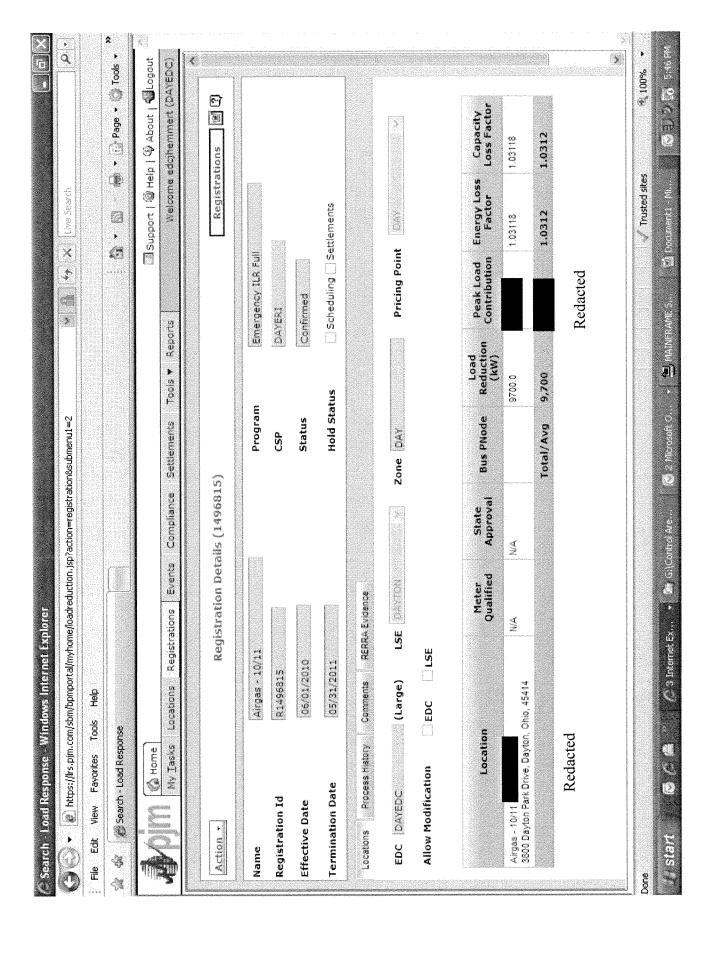
MERCANTILE QUALIFICATION: AIRGAS MERCHANT GASES, LLC

Airgas meets the definition of a mercantile customer in terms of both electrical usage and the fact that it is part of a national account involving multiple facilities in one or more states.

Since, as indicated in the application, "at least one must apply," below is documentation from the Airgas web page indicating that Airgas has multiple facilities.

For competitive reasons, Airgas considers its electrical usage information to be proprietary and confidential.





This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

12/29/2010 10:24:07 AM

in

Case No(s). 10-3129-EL-EEC

Summary: Application of Airgas Merchant Gases, LLC and The Dayton Power and Company for approval of a special arrangement with a Mercantile Customer, electronically filed by Mrs. Irda Hoxha Hinders on behalf of The Dayton Power and Light Company