



# Public Utilities Commission

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

Case No.: 12-0195-EL-EEC

Mercantile Customer: Tuslaw Local School District

Electric Utility: Ohio Edison Company

Program Title or  
Description: Lighting Retrofit

Rule 4901:1-39-05(F), Ohio Administrative Code (O.A.C.), permits a mercantile customer to file, either individually or jointly with an electric utility, an application to commit the customer's existing demand reduction, demand response, and energy efficiency programs for integration with the electric utility's programs. The following application form is to be used by mercantile customers, either individually or jointly with their electric utility, to apply for commitment of such programs in accordance with the Commission's pilot program established in Case No. 10-834-EL-POR

Completed applications requesting the cash rebate reasonable arrangement option (Option 1) in lieu of an exemption from the electric utility's energy efficiency and demand reduction (EEDR) rider will be automatically approved on the sixty-first calendar day after filing, unless the Commission, or an attorney examiner, suspends or denies the application prior to that time. Completed applications requesting the exemption from the EEDR rider (Option 2) will also qualify for the 60-day automatic approval so long as the exemption period does not exceed 24 months. Rider exemptions for periods of more than 24 months will be reviewed by the Commission Staff and are only approved up the issuance of a Commission order.

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

Any confidential or trade secret information may be submitted to Staff on disc or via email at ee-pdr@puc.state.oh.us.

## **Section 1: Mercantile Customer Information**

Name: Tuslaw Local School District

Principal address: 1723 Manchester Avenue, NW, Massillon, OH 44647

Address of facility for which this energy efficiency program applies: 1747 Manchester Avenue, NW, Massillon, OH 44647; 1847 Manchester Avenue, NW, Massillon, OH 44647

Name and telephone number for responses to questions: Barb Markland - (330) 837-7814

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

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

## **Section 2: Application Information**

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

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

B) The electric utility is: Ohio Edison Company

C) The customer is offering to commit (check any that apply):

- ☐ Energy savings from the customer's energy efficiency program. (Complete Sections 3, 5, 6, and 7.)
- ☐ Capacity savings from the customer's demand response/demand reduction program. (Complete Sections 4, 5, 6, and 7.)
- ☒ Both the energy savings and the capacity savings from the customer's energy efficiency program. (Complete all sections of the Application.)

### Section 3: Energy Efficiency Programs

A) The customer's energy efficiency program involves (check those that apply):

- ☒ Early replacement of fully functioning equipment with new equipment. (Provide the date on which the customer replaced fully functioning equipment, and the date on which the customer would have replaced such equipment if it had not been replaced early. Please include a brief explanation for how the customer determined this future replacement date (or, if not known, please explain why this is not known)). **If Checked, Please see Exhibit 1 and Exhibit 2**
- ☐ Installation of new equipment to replace equipment that needed to be replaced. The customer installed new equipment on the following date(s): \_\_\_\_\_.
- ☐ Installation of new equipment for new construction or facility expansion. The customer installed new equipment on the following date(s): \_\_\_\_\_.
- ☐ Behavioral or operational improvement.

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

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

Annual savings: 164,541 kWh

- 2) If you checked the box indicating that the customer installed new equipment to replace equipment that needed to be replaced, then calculate the annual savings [(kWh used by less efficient new equipment) - (kWh used by the higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: \_\_\_\_\_ kWh

Please describe any less efficient new equipment that was rejected in favor of the more efficient new equipment. **Please see Exhibit 1 if applicable**

- 3) If you checked the box indicating that the project involves equipment for new construction or facility expansion, then calculate the annual savings [(kWh used by less efficient new equipment) - (kWh used by higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: \_\_\_\_\_ kWh

Please describe the less efficient new equipment that was rejected in favor of the more efficient new equipment. **Please see Exhibit 1 if applicable**

- 4) If you checked the box indicating that the project involves behavioral or operational improvements, provide a description of how the annual savings were determined.

#### Section 4: Demand Reduction/Demand Response Programs

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

☒ Coincident peak-demand savings from the customer's energy efficiency program.

☐ Actual peak-demand reduction. (Attach a description and documentation of the peak-demand reduction.)

☐ Potential peak-demand reduction (check the one that applies):

☐ The customer's peak-demand reduction program meets the requirements to be counted as a capacity resource under a tariff of a regional transmission organization (RTO) approved by the Federal Energy Regulatory Commission.

☐ The customer's peak-demand reduction program meets the requirements to be counted as a capacity resource under a program that is equivalent to an RTO program, which has been approved by the Public Utilities Commission of Ohio.

B) On what date did the customer initiate its demand reduction program?

9/1/2010

C) What is the peak demand reduction achieved or capable of being achieved (show calculations through which this was determined):

64 kW

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

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

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

A) The customer is applying for:

☐ Option 1: A cash rebate reasonable arrangement.

OR

☒ Option 2: An exemption from the energy efficiency cost recovery mechanism implemented by the electric utility.

OR

☐ Commitment payment

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

Option 1: A cash rebate reasonable arrangement, which is the lesser of (show both amounts):

☐ A cash rebate of \$\_\_\_\_\_. (Rebate shall not exceed 50% project cost. Attach documentation showing the methodology used to determine the cash rebate value and calculations showing how this payment amount was determined.)

Option 2: An exemption from payment of the electric utility's energy efficiency/peak demand reduction rider.

☐ An exemption from payment of the electric utility's energy efficiency/peak demand reduction rider for \_\_\_\_\_ months (not to exceed 24 months). (Attach calculations showing how this time period was determined.)

OR

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

OR

- ☒ Ongoing exemption from payment of the electric utility's energy efficiency/peak demand reduction rider for an initial period of 24 months because this program is part of the customer's ongoing efficiency program. (Attach documentation that establishes the ongoing nature of the program.) In order to continue the exemption beyond the initial 24 month period, the customer will need to provide a future application establishing additional energy savings and the continuance of the organization's energy efficiency program.)

### Section 6: Cost Effectiveness

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

- ☐ Total Resource Cost (TRC) Test. The calculated TRC value is: \_\_\_\_\_(Continue to Subsection 1, then skip Subsection 2)
- ☒ Utility Cost Test (UCT) . The calculated UCT value is: **See Exhibit 3** (Skip to Subsection 2.)

#### Subsection 1: TRC Test Used (please fill in all blanks).

The TRC value of the program is calculated by dividing the value of our avoided supply costs (generation capacity, energy, and any transmission or distribution) by the sum of our program overhead and installation costs and any incremental measure costs paid by either the customer or the electric utility.

The electric utility's avoided supply costs were \_\_\_\_\_.

Our program costs were \_\_\_\_\_.

The incremental measure costs were \_\_\_\_\_.

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

We calculated the UCT value of our program by dividing the value of our avoided supply costs (capacity and energy) by the costs to our electric utility (including administrative costs and incentives paid or rider exemption costs) to obtain our commitment.

Our avoided supply costs were **See Exhibit 3**

The utility's program costs were **See Exhibit 3**

The utility's incentive costs/rebate costs were **See Exhibit 3**

### **Section 7: Additional Information**

Please attach the following supporting documentation to this application:

- Narrative description of the program including, but not limited to, make, model, and year of any installed and replaced equipment.
- A copy of the formal declaration or agreement that commits the program or measure to the electric utility, including:
  - 1) any confidentiality requirements associated with the agreement;
  - 2) a description of any consequences of noncompliance with the terms of the commitment;
  - 3) a description of coordination requirements between the customer and the electric utility with regard to peak demand reduction;
  - 4) permission by the customer to the electric utility and Commission staff and consultants to measure and verify energy savings and/or peak-demand reductions resulting from your program; and,
  - 5) a commitment by the customer to provide an annual report on your energy savings and electric utility peak-demand reductions achieved.
- A description of all methodologies, protocols, and practices used or proposed to be used in measuring and verifying program results. Additionally, identify and explain all deviations from any program measurement and verification guidelines that may be published by the Commission.





# Public Utilities Commission

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

Case No.: 12-0195-EL-EEC

State of Ohio :

Barbara J. Markland, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

The Tuslaw Local School District

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.

Barbara J. Markland

Signature of Affiant & Title

Sworn and subscribed before me this 23<sup>RD</sup> day of APRIL, 2012 Month/Year

Sandra Jordan

Signature of official administering oath

SANDRA JORDAN, NOTARY

Print Name and Title

My commission expires on AUGUST 7, 2014



### Attachment A Site Summary

(Tuslaw Local School District) 1847 Manchester Avenue, NW, 1747 Manchester Avenue, NW, Massillon Ohio 44647 \_Ohio Edison\_Energy  
Efficiency Mercantile Application Summary  
(Tuslaw Local School District)(Massillon, Ohio)

Site Name	Address	City	State	Zip	Utility	Total Project Costs	Saved kWh	Saved kw	Eligible Rebate Amount
Middle School	1747 Manchester Avenue, NW	Massillon	Ohio	44647	OE	\$247,402	72,343	30	\$2,720
High School	1847 Manchester Avenue, NW	Massillon	Ohio	44647	OE	\$155,350	92,198	34	\$3,457
						\$402,752	164,541	64	\$6,177

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	Lighting Retrofit-High School	Replaced or retrofitted existing fluorescent light fixtures with high-efficiency fixtures or ballasts and lamps as outlined in attached survey. This project was early retirement of fully functional lighting equipment. Generally, all existing fluorescent fixtures in the facilities will be replaced with new fixtures unless otherwise noted. Total number of fixtures in project is 1188.	Lighting inventory was performed with pre & post ECM fixture consumption and demand utilized in school. Specified retrofits and replacements of the existing fixtures. Electrical Usage (kWh) = (Number of fixtures x watts per fixture x Operating hours) Electrical Demand (kWd) = (Number of fixtures x watts per fixture) ; Electrical Energy Cost = (kWh x \$/kwh) ; Existing kWh - Retrofit kWh = Savings. See attached summary spreadsheet for details. Measurement and Verification is based on IPMVP Option A. Calculations based on physical assessment of operational factors and commonly accepted usage assumptions.	10 years. This is based on the average estimated lifetime burn hours for the fixtures.	N/A



**Exhibit 2**

**Customer Legal Entity Name:** Tuslaw Local School District

**Site:** High School

**Principal Address:** 1847 Manchester Avenue, NW

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (C)	Note 1
2010	803,598	803,598	834,415	
2009	668,928	668,928	668,928	
2008	1,103,691	1,103,691	1,103,691	
<b>Average</b>	<b>858,739</b>	<b>858,739</b>	<b>869,011</b>	

Project Number	Project Name	In-Service Date	Project Cost \$	KWh Saved/Year Counting towards Utility compliance	KWh Saved/Year (D) eligible for incentive	Utility Peak Demand Reduction Contribution, KW
1	Lighting Retrofit-High School	09/01/2010	\$155,350	92,198	92,198	34
				-	-	-
				-	-	-
				-	-	-
				-	-	-
				-	-	-
				-	-	-
<b>Total</b>				<b>92,198</b>	<b>92,198</b>	<b>34</b>

**Docket No.** 12-0195

**Site:** 1847 Manchester Avenue, NW

**Savings as percent of  
usage** **10.6%** Note 2

**= Total (D) divided by  
Average (C)**

**Customer Eligible for  
Exemption Until** **Mar-2020** Note 3

**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) Savings as a percent of usage is equal to the of total project savings (D) divided by the 3 year average Weather Adjusted Usage with Energy Efficiency Addbacks (C).

(3) Customer exemption determined by savings percentage in relation to energy efficiency schedule as set forth in O.R.C. 4928.66(A)(1)(a).

(4) The exemption period reflects the maximum potential exemption period. NOTE: The FirstEnergy Utilities cannot guarantee the length of the exemption period that will ultimately be approved by the Commission. Depending on the Commission's order, periods greater than 24 months may be capped at 24 months.

### Exhibit 3 Utility Cost Test

UCT = Utility Avoided Costs / Utility Costs

Project	Total Annual Savings, MWh (A)	Utility Avoided Cost \$/MWh (B)	Utility Avoided Cost \$ (C)	Utility Cost \$ (D)	Cash Rebate \$ (E)	Administrator Variable Fee \$ (F)	Total Utility Cost \$ (G)	UCT (H)
1	92	\$ 308	\$ 28,423	\$ 3,546		\$922	\$ 4,468	6.4
<b>Total</b>	<b>92</b>	<b>\$ 308</b>	<b>28,423</b>	<b>3,546</b>	<b>\$0</b>	<b>\$922</b>	<b>4,468</b>	<b>6.4</b>

#### Notes

- (A) From Exhibit 2, = kWh saved / 1000
- (B) This value represents avoided energy costs (wholesale energy prices) from the Department of Energy, Energy Information Administration's 2009 Annual Energy Outlook (AEO) low oil prices case. The AEO represents a national average energy price, so for a better representation of the energy price that Ohio customers would see, a Cinergy Hub equivalent price was derived by applying a ratio based on three years of historic national average and Cinergy Hub prices. This value is consistent with avoided cost assumptions used in EE&PDR Program Portfolio and Initial Benchmark Report, filed Dec 15, 2009 (See Section 8.1, paragraph a).
- (C) = (A) \* (B)
- (D) Represents the utility's costs incurred for self-directed mercantile applications for applications filed and applications in progress. Includes incremental costs of legal fees, fixed administrative expenses, etc.
- (E) This is the amount of the cash rebate paid to the customer for this project.
- (F) Based on approximate Administrator's variable compensation for purposes of calculating the UCT, actual compensation may be less.
- (G) = (D) + (E) + (F)
- (H) = (C) / (G)

**Tuslaw Local School District ~ High School**  
**Docket No.** 12-0195

**Site:** 1847 Manchester Avenue, NW

## Lighting Inventory Form

<b>Applicant Name:</b>	Tuslaw Schools
<b>Facility Name:</b>	High School
<b>Date:</b>	4/11/2012

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

For existing or proposed control, choose OCC for Occupancy Sensor, DAYLTC for photosensor, or NONE for none. Controls must save energy to qualify.

The total of Column S, the quantities of CFLs and exit signs in Column M, and the quantities of sensors in Column R, will be used to calculate your incentive on the NonStandard Lighting form.

PROJECT BASIC INFORMATION										PRE-INSTALLATION										POST-INSTALLATION										Esway Calculations										Post Sheet Number
Building Address	Floor	Area Description	Intensity of Exterior Fixture	Precedent Space Type	Area Coding	Pre Fixture Qty	Pre Fixture Code	Pre Fixture (W)	Pre Fixture Space (W)	Existing Control (w/ mm)	Existing Sensor Quantity	Post Fixture Qty	Post Fixture Code	Post Fixture (W)	Post Fixture Space (W)	Proposed Control (w/ mm, 0.00 or 0.01)	Proposed Sensor Quantity	Intest Change In Connected Load (W) including CFLs or LED Signs	Estimate Change in Connected Load (W) including CFLs or LED Signs	Change in Connected Load (W) CFL or LED only	Applicant's Contribution Factor (CF) Estimate	Contribution Factor	Interruption Factor (Interp)	Interruption Factor (Emerg)	Post Controls Factor	Control Factor	Control Backlog	Equivalent Foot Candle Hours (EFLH) Estimate	Proposed Equivalent Foot Candle Hours	Annual Interior Footcandle Hours Saved (including CFLs or LED Signs)	Annual Exterior Footcandle Hours Saved (including CFLs or LED Signs)	Annual kWh Saved (kWh only)	Annual kWh Saved (kWh only)							
400 North Street	2	Office	Interior	Office - Small	Control Space	3	F42SL	132	0.34	NONE		3	CP7501-BX	99	0.17	CCC	3		0.17	0.17	64%	88%	94%	12%	95%	90%	0.19	2,408	3,458	0.950	0.950	1	1							
400 North Street	2	Office	Interior	Office - Small	Control Space	4	F42SL	132	0.34	NONE		4	CP7501-BX	99	0.17	CCC	4		0.17	0.17	64%	88%	94%	12%	95%	90%	0.19	2,408	3,458	0.950	0.950	1	1							
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	71	F12SL	89	1.28	NONE		71	F12SL	89	1.28	NONE		0.00			90%	90%	94%	12%				6.39	2,403	2,403	0.997									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	127	F42SL	89	0.35	NONE		127	F42SL	89	0.35	NONE		1.79			90%	90%	94%	12%				2.15	2,403	2,403	4.804									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	133	F42SL	89	0.35	NONE		133	F42SL	89	0.35	NONE		1.79			90%	90%	94%	12%				2.15	2,403	2,403	5.181									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	150	F42SL	89	0.35	NONE		150	F42SL	89	0.35	NONE		0.81			90%	90%	94%	12%				0.74	2,403	2,403	1.847									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	49	F42SL	89	0.35	NONE		49	F42SL	89	0.35	NONE		1.96			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	65	F42SL	89	0.35	NONE		65	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				2.39	2,403	2,403	5.329									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	68	F42SL	89	0.35	NONE		68	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				2.39	2,403	2,403	5.329									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	8	F42SL	89	0.35	NONE		8	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	8	F42SL	89	0.35	NONE		8	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1.24	2,403	2,403	3.444									
301 Manchester Ave 100	10	Varia	Interior	Office - Phase estimate of area EFLH	Control Space	45	F42SL	89	0.35	NONE		45	F42SL	89	0.35	NONE		1.98			90%	90%	94%	12%				1												





## Project Estimated Annual Savings Summary

Estimated Annual kWh Savings	92,198
Total Change in Connected Load	34.26

Annual Estimated Cost Savings	\$9,219.80
Annual Operating Hours	2,403

Interior Lighting Incentive @ \$0.05/kWh (excluding CFLs, sensors, or LED exit signs)	\$4,609.90
Exterior Lighting Incentive @ \$0.50/W (excluding CFLs, sensors, or LED exit signs)	\$0.00
Total CFL Incentive @ \$1/screw-in CFL lamp; \$15/hard-wired CFL lamp (includes all CFLs, both interior and exterior)	\$0.00
Total LED Exit Incentive @ \$10/exit sign	\$0.00
Total Lighting Controls Incentive @ \$25/sensor (includes all Lighting Controls, both interior and exterior)	\$0.00

Total Calculated Incentive	\$4,609.90
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Total Fixture Quantity excluding CFLs and LED Exit Sign	1090
Total Lamp Quantity for Screw-In CFLs	0
Total Lamp Quantity for Hard-Wired CFLs	0
Total Fixture Quantity for LED Exit Signs	0
Total Quantity for Occupancy Sensors	0
Total Quantity for Daylight Sensors	0

Please briefly describe how you estimated your coincidence factor (CF) for facility type "Other" indicated on the Lighting Form tab

Lighting hours of operation are weighted average of the hours from the engineering study.

Demand Savings (For Internal Use Only)	41.31
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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	Lighting Retrofit-Middle School	Replaced or retrofitted existing fluorescent light fixtures with high-efficiency fixtures or ballasts and lamps as outlined in attached survey. This project was early retirement of fully functional lighting equipment. Generally, all existing fluorescent fixtures in the facilities will be replaced with new fixtures unless otherwise noted. Total number of fixtures in project is 628.	Lighting inventory was performed with pre & post ECM fixture consumption and demand utilized in school. Specified retrofits and replacements of the existing fixtures. Electrical Usage (kWh) = (Number of fixtures x watts per fixture x Operating hours) Electrical Demand (kWd) = (Number of fixtures x watts per fixture) ; Electrical Energy Cost = (kWh x \$/kwh) ; Existing kWh - Retrofit kWh = Savings. See attached summary spreadsheet for details. Measurement and Verification is based on IPMVP Option A. Calculations based on physical assessment of operational factors and commonly accepted usage assumptions.	10 years. This is based on the average estimated lifetime burn hours for the fixtures.	N/A



**Exhibit 2**

**Customer Legal Entity Name:** Tuslaw Local School District

**Site:** Middle School

**Principal Address:** 1747 Manchester Avenue, NW

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (C)	Note 1
2010	395,802	395,802	419,983	
2009	329,472	329,472	329,472	
2008	543,609	543,609	543,609	
<b>Average</b>	<b>422,961</b>	<b>422,961</b>	<b>431,021</b>	

Project Number	Project Name	In-Service Date	Project Cost \$	KWh Saved/Year Counting towards Utility compliance	KWh Saved/Year (D) eligible for incentive	Utility Peak Demand Reduction Contribution, KW
1	Lighting Retrofit-Middle School	09/01/2010	\$247,402	72,343	72,343	30
				-	-	-
				-	-	-
				-	-	-
				-	-	-
				-	-	-
				-	-	-
<b>Total</b>				<b>72,343</b>	<b>72,343</b>	<b>30</b>

**Docket No.** 12-0195

**Site:** 1747 Manchester Avenue, NW

**Savings as percent of  
usage** **16.8%** Note 2

**= Total (D) divided by  
Average (C)**

**Customer Eligible for  
Exemption Until** **Apr-2023** Note 3

**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) Savings as a percent of usage is equal to the of total project savings (D) divided by the 3 year average Weather Adjusted Usage with Energy Efficiency Addbacks (C).

(3) Customer exemption determined by savings percentage in relation to energy efficiency schedule as set forth in O.R.C. 4928.66(A)(1)(a).

(4) The exemption period reflects the maximum potential exemption period. NOTE: The FirstEnergy Utilities cannot guarantee the length of the exemption period that will ultimately be approved by the Commission. Depending on the Commission's order, periods greater than 24 months may be capped at 24 months.

### Exhibit 3 Utility Cost Test

UCT = Utility Avoided Costs / Utility Costs

Project	Total Annual Savings, MWh (A)	Utility Avoided Cost \$/MWh (B)	Utility Avoided Cost \$ (C)	Utility Cost \$ (D)	Cash Rebate \$ (E)	Administrator Variable Fee \$ (F)	Total Utility Cost \$ (G)	UCT (H)
1	72	\$ 308	\$ 22,302	\$ 3,546		\$723	\$ 4,269	5.2
<b>Total</b>	<b>72</b>	<b>\$ 308</b>	<b>22,302</b>	<b>3,546</b>	<b>\$0</b>	<b>\$723</b>	<b>4,269</b>	<b>5.2</b>

#### Notes

- (A) From Exhibit 2, = kWh saved / 1000
- (B) This value represents avoided energy costs (wholesale energy prices) from the Department of Energy, Energy Information Administration's 2009 Annual Energy Outlook (AEO) low oil prices case. The AEO represents a national average energy price, so for a better representation of the energy price that Ohio customers would see, a Cinergy Hub equivalent price was derived by applying a ratio based on three years of historic national average and Cinergy Hub prices. This value is consistent with avoided cost assumptions used in EE&PDR Program Portfolio and Initial Benchmark Report, filed Dec 15, 2009 (See Section 8.1, paragraph a).
- (C) = (A) \* (B)
- (D) Represents the utility's costs incurred for self-directed mercantile applications for applications filed and applications in progress. Includes incremental costs of legal fees, fixed administrative expenses, etc.
- (E) This is the amount of the cash rebate paid to the customer for this project.
- (F) Based on approximate Administrator's variable compensation for purposes of calculating the UCT, actual compensation may be less.
- (G) = (D) + (E) + (F)
- (H) = (C) / (G)

**Tuslaw Local School District ~ Middle School**  
**Docket No.** 12-0195

**Site:** 1747 Manchester Avenue, NW

## Lighting Inventory Form

Applicant Name:	Tuslaw Schools
Facility Name:	Middle School
Date:	4/11/2012

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

For existing or proposed control, choose OCC for Occupancy Sensor, DAYLGT for photosensor, or NONE for none. Controls must save energy to qualify.

The total of Column S, the quantities of CFLs and exit signs in Column M, and the quantities of sensors in Column R, will be used to calculate your incentive on the NonStandard Lighting form.

PROJECT BASIC INFORMATION										PRE-INSTALLATION										POST-INSTALLATION										Energy Calculations									
Line Item	Bidding Address	Floor	Area Description	Interior or Exterior	Feature	Footprint Space Type	Area Coating	Pre Fixture Qty	Pre Fixture Code	Pre Fixture Qty	Pre Watts (W)	Pre kW (kW)	Existing Sensor Qty	Existing Sensor Quantity	Post Fixture Qty	Post Fixture Code	Post Watts (W)	Post kW (kW)	Proposed Sensor Qty	Proposed Sensor Quantity	Interior Change in Connected Load (kW) excluding CFLs or LED Signs	Exterior Change in Connected Load (kW) excluding CFLs or LED Signs	Change in Connected Load (kW) net sign	Applicant Conformance Factor (CF) Estimate	Conformance Factor	Invasive Factor (demand)	Interactive Factor (energy)	Pre Controls Factor	Post Controls Factor	Demand Savings (kW)	Applicant Equivalent Full Load Hours (EFLH) Estimate	Prescribed Equivalent Full Load Hours	Annual Interior Fixture kWh Saved (including CFLs or LED Signs)	Annual Exterior Fixture kWh Saved (including CFLs or LED Signs)	Annual kWh Saved (CFLs or LED net-sign only)	Annual kWh Saved (Sensors only)	Post Fixture Qty		
6-8	400 North Street	2	Office	Interior		Office - Small	Uncoated Space	3	F48LL	112	0.34	NONE			3	CF7001 BX	99	0.17	0.00	0			0.17	84%	84%	34%	12%		30%	0.19	2,408	3,435	866	194	1				
6-9	Example	1	Restaurant	Exterior		Restaurant - Full Foot	Uncoated space	5	Example Cof Sheet 1	50	0.05	0.00			5	Example Cof Sheet 2	55	0.03	0.00	0			0.03	80%	80%	34%	12%		30%	0.19	2,408	4,160	259	200	14				
1	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		50	F48LL	59	4.84	NONE			82	F410SL	28	2.25	NONE				2.54	75%	75%				1.31	3,078	3,078	7,824							
2	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		3	F48LL	40	0.19	NONE			2	F410SL	39	0.33	NONE				0.32	75%	75%				0.08	3,078	3,078	392							
3	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		1	F48LL	80	0.08	NONE			1	F48SL R	50	0.05	NONE				0.01	75%	75%				0.01	3,078	3,078	25							
4	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		2	F48LL	112	0.22	NONE			2	F420SL	93	0.11	NONE				0.12	75%	75%				0.09	3,078	3,078	803							
5	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		45	F48LL	59	2.56	NONE			45	F48SL R	47	1.88	NONE				0.38	75%	75%				0.38	3,078	3,078	1,477							
6	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		113	F48LL	89	15.08	NONE			113	F48SL R	47	5.31	NONE				5.38	75%	75%				5.38	3,078	3,078	11,608							
7	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		24	F48LL	112	2.89	NONE			24	F48SL R	86	2.26	NONE				0.42	75%	75%				0.47	3,078	3,078	1,981							
8	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		45	F48LL	89	3.74	NONE			45	F48SL R	79	3.39	NONE				1.48	75%	75%				0.38	3,078	3,078	1,458							
9	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		7	F48LL	59	0.41	NONE			19	F48SL R	47	0.19	NONE				0.05	75%	75%				0.04	3,078	3,078	148							
10	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		4	F48LL	59	0.24	NONE			4	F48SL R	33	0.03	NONE				0.08	75%	75%				0.09	3,078	3,078	179							
11	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		8	F48LL	59	0.47	NONE			12	F48SL R	33	0.03	NONE				0.08	75%	75%				0.09	3,078	3,078	179							
12	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		4	F48LL	59	0.24	NONE			4	F48SL R	26	0.10	NONE				0.13	75%	75%				0.12	3,078	3,078	468							
13	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		1	F48LL	59	0.08	NONE			1	F48SL R	47	0.05	NONE				0.01	75%	75%				0.01	3,078	3,078	97							
14	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		3	F48LL	59	0.12	NONE			3	F48SL R	33	0.03	NONE				0.01	75%	75%				0.01	3,078	3,078	97							
15	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		3	F48LL	31	0.09	NONE			3	F48SL R	27	0.09	NONE				0.01	75%	75%				0.01	3,078	3,078	97							
16	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		8	F48LL	31	0.26	NONE			8	F48SL R	27	0.22	NONE				0.03	75%	75%				0.03	3,078	3,078	98							
17	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		204	F48LL	112	22.85	NONE			238	F48SL R	33	12.51	NONE				10.34	75%	75%				7.78	3,078	3,078	31,827							
18	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		1	F48LL	59	0.08	NONE			1	F48SL R	47	0.05	NONE				0.01	75%	75%				0.01	3,078	3,078	97							
19	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		18	F48LL	59	1.09	NONE			18	F48SL R	33	0.09	NONE				0.11	75%	75%				0.08	3,078	3,078	393							
20	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		2	CF7012-L	28	0.08	NONE			2	F48SL R	47	0.09	NONE				0.04	75%	75%				0.03	3,078	3,078	117							
21	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		20	SM901	488	0.18	NONE			20	F48LL	58	0.08	NONE				0.04	75%	75%				0.01	3,078	3,078	10,288							
22	723 Manchester Ave NW	40	Various	Interior	Other - Phase estimate CF and EFLH	Uncoated space		11	SM91	82	0.06	NONE			1	CF7201-L	97	0.03	NONE				0.03	75%	75%				0.02	3,078	3,078				100				
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## Project Estimated Annual Savings Summary

Estimated Annual kWh Savings	72,343
Total Change in Connected Load	23.50

Annual Estimated Cost Savings	\$7,234.30
Annual Operating Hours	3,078

Interior Lighting Incentive @ \$0.05/kWh (excluding CFLs, sensors, or LED exit signs)	\$3,612.05
Exterior Lighting Incentive @ \$0.50/W (excluding CFLs, sensors, or LED exit signs)	\$0.00
Total CFL Incentive @ \$1/screw-in CFL lamp; \$15/hard-wired CFL lamp (includes all CFLs, both interior and exterior)	\$15.00
Total LED Exit Incentive @ \$10/exit sign	\$0.00
Total Lighting Controls Incentive @ \$25/sensor (includes all Lighting Controls, both interior and exterior)	\$0.00

Total Calculated Incentive	\$3,627.05
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Total Fixture Quantity excluding CFLs and LED Exit Sign	647
Total Lamp Quantity for Screw-In CFLs	0
Total Lamp Quantity for Hard-Wired CFLs	1
Total Fixture Quantity for LED Exit Signs	0
Total Quantity for Occupancy Sensors	0
Total Quantity for Daylight Sensors	0

Please briefly describe how you estimated your coincidence factor (CF) for facility type "Other" indicated on the Lighting Form tab

Lighting hours of operation are weighted average of the hours from the engineering study.

Demand Savings (For Internal Use Only)	17.63
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**Mercantile Customer Project Commitment Agreement**  
**Exemption 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 Tuslaw Local School District, 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 believes that it 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 annual 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 A (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 and consistent with the Statute, desires to pursue exemption from paying charges included in the Company's then current cost recovery mechanism (hereinafter, "Rider DSE") as approved by the Public Utilities Commission of Ohio ("Commission") for recovery of the DSE2 costs associated with the Company Plan; and

**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 an exemption; and

**WHEREAS**, in consideration of, and upon receipt of, said exemption, Customer has consented to committing the Customer Energy Project(s) to the Company and complying with all other terms and conditions set forth herein, including without limitation, the submission of an annual report on the energy savings and/or peak-demand reductions achieved by the Customer Energy Project(s).

**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, 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/or kW reductions resulting from said projects for purposes of complying with the Statute. It is expressly agreed that Customer may use any and all energy related and other attributes created from the Customer Energy Project(s) to the extent permitted by state or federal laws or regulations, provided, and to the extent, that such uses by Customer do not conflict with said compliance by the Company.
  - 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 applicable, "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 exemption benefits discussed in Article 3 below; and (ii) will not affect any of Customer's other requirements or obligations, including without limitation any reporting requirements, as set forth herein.
  - 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 a 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" 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 exemption from paying the DSE2 charge of the Company's Rider DSE.

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 Exemption and Annual Report.** Upon Commission approval of the request for exemption, the Company will exempt Customer from paying any Rider DSE charges consistent with any Commission directives as set forth in the Commission's Finding and Order approving the Joint Application. Such exempt status shall apply to those accounts identified by Customer that pertain to those Customer sites with one or more Customer Energy Project(s) approved for integration into the Company Plan by the Commission in the Joint Application.
- a. For purposes of this Agreement, a "site" shall be a single location with one or more facilities. As examples only, a site includes an industrial plant, a hospital complex or a university located on one or more parcels of land, provided that said parcels are contiguous.
  - b. For purposes of this Agreement, an "account" shall be as defined by the Company through its normal business practices. Any account identified by Customer shall be eligible for exemption, provided that said account pertains to a specific site with at least one Customer Energy Project that qualifies Customer for exemption from paying Rider DSE charges.
  - c. Any new accounts created at a site on which there is already an approved Customer Energy Project shall, at the option of the Customer, be included within the exemption granted under said project, and shall be included for purposes of calculating future eligibility for exemption under the project. Any such election shall become effective in the first billing cycle after March 15<sup>th</sup> following identification of said account in the annual report required under Section 3(d)(iii) below.
  - d. Customer acknowledges and agrees that if it desires to pursue such exempt status, as evidenced in the Joint Application, Customer is obligated to provide to the Company an annual report on the energy savings and peak-demand reductions achieved by the Customer Energy Project(s) on a calendar year basis. Company shall provide Customer with such information as it may require, that is in Company's possession, for the purposes of preparing such report. Company shall provide a template for Customer to use in preparing the annual report and shall make available a designated Company representative to answer questions.
    - i. Said report shall be submitted annually on or before January 31 of each year after Commission approval of the Joint Application.
    - ii. Said report shall provide all information required under the Rules, and where the requirements of the Rules conflict with a requirement under this Agreement or the Joint Application, the requirements of the Rules shall control.
    - iii. Said report shall, at a minimum, include the following information for each Customer Energy Project that has been approved by the Commission:
      - 1. A demonstration that the energy savings and peak-demand reductions associated with the Customer Energy Project(s) meet the total resource cost test or that the Company's avoided cost exceeds the cost to the Company for the Customer's program;
      - 2. A statement distinguishing programs implemented before and after January 1 of the current year;
      - 3. A quantification of the energy savings or peak-demand reductions for programs initiated prior to 2009 in the baseline period;

4. A recognition that the Company's baselines have been increased by the amount of mercantile customer energy savings and demand reductions;
  5. A listing and description of the Customer Energy Projects that have been implemented, which provides the detail required by the Rules;
  6. An accounting of expenditures made by the mercantile customer for each program and its component energy savings and peak-demand reduction attributes; and
  7. A timeline showing when each Customer Energy Project went into effect and when the energy savings and peak-demand reductions occurred.
  8. Any other information reasonably necessary for the Company to (i) verify Customer's continued eligibility for exemption from paying Rider charges; and (ii) report in the Company's annual status report to the Commission the EE&PDR results related to each Customer Energy Project.
- e. Customer's exemption shall automatically terminate:
- i. At the end of the exemption period as determined by the Commission
  - ii. Upon order of the Commission or pursuant to any Commission rule;
  - iii. If Customer fails to comply with the terms and conditions set forth in the Company's then current Rider DSE, or its equivalent, as amended from time to time by the Commission, within a reasonable period of time after receipt of written notice of such non-compliance;
  - iv. If it is discovered that Customer knowingly falsified any documents provided to the Company or the Commission in connection with this Agreement or the Joint Application. In such an instance, Company reserves the right to recover any exempted rider charges from the date of approval of the Joint Application through the date said exemption is terminated; or
  - v. If Customer fails to submit the annual report required in (d) above. In such an instance, Company reserves the right to recover any exempted rider charges from the date of approval of the Joint Application through the date said exemption is terminated. It is expressly agreed that this provision shall not apply should said report contain errors, provided that the submission of said report is made in good faith. It is further agreed that the Company will provide written notice of the date on which said report is due at least thirty (30) days prior thereto.
- f. Company reserves the right to recover from Customer any Rider DSE charges incurred by Customer after the date Customer's exemption terminates.

4. **Termination of Agreement.** This Agreement shall automatically terminate:

- a. If the Commission fails to approve this Agreement through the Joint Application;
- 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 exemption, 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.

Customer acknowledges that if a Customer Project is withdrawn pursuant to Paragraph 1(b) of this Agreement, the exemption or a portion of such exemption may be affected. Should Customer elect to withdraw a project pursuant to Paragraph 1(b), Customer shall provide Company with reasonable assistance in preparing any documentation that may be required by the Commission and, upon reasonable request, shall provide documentation supporting the necessity to withdraw such project.

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 application of the exemption.
7. **Notices.** Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement must be in writing and must be delivered or sent by overnight express mail, courier service, electronic mail or facsimile transmission addressed as follows:

**If to the Company:**

FirstEnergy Service Company  
76 South Main Street  
Akron, OH 44308  
Attn: Victoria Nofziger  
Telephone: 330-384-4684  
Fax: 330-761-4281  
Email: [vmnofziger@firstenergycorp.com](mailto:vmnofziger@firstenergycorp.com)

**If to the Customer:**

Tuslaw Local School District  
1723 Manchester Avenue, NW  
Massillon, OH 44647  
Attn: Barb Markland  
Telephone: (330) 837-7814  
Fax:  
Email: [bmarkland@tuslaw.sparcc.org](mailto:bmarkland@tuslaw.sparcc.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.

Tuslaw Local School District  
(Customer)

By: Barbara J. Markland  
Title: Treasurer  
Date: 10/26/11

Ohio Edison Company  
(Company)

By: John C. Davis  
Title: VP of Energy Efficiency  
Date: 5-16-12

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**5/18/2012 1:30:27 PM**

**in**

**Case No(s). 12-0195-EL-EEC**

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