

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

Case No.: 13- 0734 -EL-EEC

Mercantile Customer:

OSU Marion

Electric Utility:

Ohio Edison

Program Title or

Parking Lot Lighting Upgrade

Description:

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:	OSU I	Marion
Princip	al ad	dress: 1465 Mount Vernon Avenue, Marion, Ohio 43302
Addre	ss of f	acility for which this energy efficiency program applies:See Exhibit 1
Name	and to	elephone number for responses to questions:Dan Dumond 614-949-5203
Ele	ctricit	y use by the customer (check the box(es) that apply):
	\boxtimes	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.
	\boxtimes	Jointly with the electric utility.
B)	The	electric utility is: Ohio Edison
C)	The	customer is offering to commit (check any that apply):
	\boxtimes	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.
В)	Ene	rgy 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: 87,699 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:

		7 7 4 7 7
Anniial	savings:	kWł
Ailliuai	baviligo.	VAAT

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?
	<u> </u>	
C)		at is the peak demand reduction achieved or capable of being achieved ow calculations through which this was determined):
		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	custor	mer is applying for:
	\boxtimes	Optio	on 1: A cash rebate reasonable arrangement.
	OR		
			on 2: An exemption from the energy efficiency cost recovery anism implemented by the electric utility.
	OR		
		Com	mitment payment
B)	The	value	of the option that the customer is seeking is:
	Opt	ion 1:	A cash rebate reasonable arrangement, which is the lesser of (show both amounts):
			A cash rebate of \$3289. (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.)
	Opt	ion 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

Revised June 24, 2011

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;
 - a description of any consequences of noncompliance with the terms of the commitment;
 - a description of coordination requirements between the customer and the electric utility with regard to peak demand reduction;
 - 4) permission by the customer to the electric utility and Commission staff and consultants to measure and verify energy savings and/or peak-demand reductions resulting from your program; and,
 - 5) a commitment by the customer to provide an annual report on your energy savings and electric utility peak-demand reductions achieved.
- A description of all methodologies, protocols, and practices used or proposed to be used in measuring and verifying program results. Additionally, identify and explain all deviations from any program measurement and verification guidelines that may be published by the Commission.



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

Case No.: 13-0734 -EL-EEC

State of Ohio:

Geoffry S. Chatas, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

050

[insert customer or EDU company name and any applicable name(s) doing business as]

2. I have personally examined all the information contained in the foregoing application, including any exhibits and attachments. Based upon my examination and inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete.

fm 8lx

Geoffrey S. Chatas, Sr. Vice President For Business & Finance, and CFO The Ohio State University

Sworn and subscribed before me this 4th day of Warch , 2013 Month/Year

Signature of official administering oath

Print Name and Title

My commission expires on 5/29/16





Korenia Querry
Notary Public, State of Ohio
My Commission Expires 05-29-16

Site Address: OSU Marion

Principal Address: 1465 Mount Vernon Avenue

What date would you have replaced your

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	Also, please explain briefly how you determined this future replacement date.	equipment that you rejected in favor of the more efficient new equipment.
1	Parking lot lighting replacement	Replacment of exisitng 1000 watt metal halide parking lot lights with new more efficient 320 watt metal halide lights.	Data was gathered from attachment A and entered into the lighting rebate calculator to determine savings and rebate.	No specific timeframe. Exisiting equipment had no known obsolesence date, and was repalced for increased efficiency.	N/A

Docket No. 13-0734

Site: 1465 Mount Vernon Avenue

Customer Legal Entity Name: OSU Marion Campus

2011

Site Address: OSU Marion

Principal Address: 1465 Mount Vernon Avenue

Unadjusted Weather Adjusted Usage, kwh (A) Usage, kwh (B) Weather Adjusted Usage, kwh (B) Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (c) Note 1

Average 3,549,877 3,549,877 3,579,911

Project Number	Project Name	In-Service Date	Project Cost \$	50% of Project Cost \$	KWh Saved/Year (D) counting towards utility compliance	KWh Saved/Year (E) eligible for incentive	Utility Peak Demand Reduction Contribution, KW (F)	Prescriptive Rebate Amount (G) \$	Eligible Rebate Amount (H) \$ Note 2	Commitment Payment \$
1	Parking lot lighting replacement	08/29/2011	\$25,695	\$12,848	87,699	87,699	-	\$4,385	\$3,289	
					-	-	-			
					-	-	-			
					-	-	-			
					-	-	-			
					-	-	-			
					-	-	-			
		Total	\$25,695		87,699	87,699	0	\$4,385	\$3,289	\$0

Docket No. 13-0734

Site: 1465 Mount Vernon Avenue

Notes

(2) The eligible rebate amount is based upon 75% of the rebates offered by the FirstEnergy Commercial and Industrial Energy Efficiency programs or 75% of \$0.08/kWh for custom programs for all energy savings eligible for a cash rebate as defined in the PUCO order in Case NO.10-834-EL-EEC dated 9/15/2010, not to exceed the lesser of 50% of the project cost or \$250,000 per project. The rebate also cannot exceed \$500,000 per customer per year, per utility service territory.

⁽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.

Exhibit 3 Utility Cost Test

UCT = Utility Avoided Costs / Utility Costs

Project	Total Annual Savings, MWh	C	Avoided ost //Wh	Utili	ity Avoided Cost \$	U	tility Cost \$	Cash Rebate	Administrator Variable Fee \$	То	otal Utility Cost \$	UCT
	(A)	(B)		(C)		(D)	(E)	(F)		(G)	(H)
1	88	\$	308	\$	27,036	\$	4,050	\$3,289	\$877	\$	8,216	3.3

Total 88 \$ 308 27,036 4,050 \$3,28	\$877 8,216	3.3

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)

OSU Marion Campus ~ OSU Marion Docket No. 13-0734

Site: 1465 Mount Vernon Avenue

Lighting Inventory Form

Agelium Name. OBU Mario Compta

Tasib Mario

OBU Mario Padago Let

Tasib Mario

OBU Mario Padago Let

The stating a group control, though CDC to Comptago Service, CHATTED by photocommon, or MOME for one, Committee and see every to quality.

The stating or group control, though CDC to Comptago Service, CHATTED by photocommon, or MOME for one, Committee and see every to quality.

The stating of group CDC and call stages and columns it, when the quantities of anisones it was the quantities of anisones in Column's the state of control and call stages and columns it was the quantities of anisones in Column's the quantities of anisones it was the qua

	PROJECT	BASIC INFORMATION	PRE-INSTALL	LATION		POST-INSTA	LLATION					Energy C	alculations			Post
Line Building Address Floor Item	Area Description Interior or Exterior Fixture	Predominant Space Type Area Cooling	Pre Fixture Pre Fixture Code Pre W Gty Fixt	Vatts / Pre kW / Existin ture Space Contro W) (kW) drop dow	Existing Post Post Fixture Code Sensor Fixture Quantity Qty	Post Watts/ Fixture (W)	Post kW / Proposed Propo Space Control Sens (kW) Please enter Quan	ed Interior Change or in Connected	Exterior Change in Connector	n Applicant ed Coincidence	Coincidence Interactive Interactive Factor Factor Factor	Pre Po Controls Cont	st Interior Exterior rols Demand Demand	Demand Applican Savings Equivaler	t Prescribed Annual Annual nt Equivalent Interior Exterior	Annual kWh Annual kWh Fixture Cut Saved Saved Sheet
				W) (kW) drop-dow	Quantity Qty When applicable	(W)	Space Control Sens (kW) Please ener Quan ONYLTG, OCC or When ago	ty Load cable (kW) excluding	Connected Load Load (kW) (kW) cluding CFLs CFL or LE	Factor (CF)	(demand) (energy)	Factor Fac	tor Savings Savings (kW) (kW)	(kW) Full Load CFLs or Hours LED Exit (EFLH) Signs Estimate	Full Load Fixture kWh Fixture kWh Hours Saved Saved	(CFL or LED (Sensors Number exit signs only)
								CFLs or Exit ex Signs	or Exit Signs exit sign	Estimate			CFLs or CFLs or Exit Signs Exit Signs	Signs Estimate	CFLs or Exit CFLs or Exi	k *****
															Signs) Signs)	
e.g. 400 North Street 2 e.g. Exemple 1	Office Interior Restaurant Exterior	Office - Small Cooled Space Restaurent - Fast Food Uncooled space	3 F44ILL 1 5 Example Cut Sheet 1 5	12 0.34 NONE 50 0.25 OCC	3 CFT55/1-BX 5 Exemple Cut Sheet 2	58 25	0.17 OCC 3 0.13 DAYLTG 5		0.17	84%	84% 34% 12% 88%	30% 50	% % 0.11	0.19 2,808 8,760	3,435 4,158 208	648 194 1 260 1A
1 Vernon Avenue, Marion 1	Parking Lot Exterior	Dusk-to-Dawn Lighting Uncooled space	32 MH1000/1 1,0	080 34.56 NONE NONE NONE	32 MH320/1	385	11.68 NONE		22.88	100%				3,833	3,833 87,699	
3				NONE NONE			11.68 NONE NONE NONE									
5				NONE NONE NONE NONE NONE NONE NONE			NONE NONE NONE NONE NONE NONE NONE NONE									
7				NONE			NONE									
9				NONE			NONE NONE									
11 12				NONE NONE NONE			NONE NONE NONE NONE									
13				NONE			NONE NONE									
15				NOVER			NONE NONE NONE NONE NONE NONE NONE NONE									
17				NONE NONE			NONE NONE									
19 20				NONE NONE			NONE NONE									
21 22				NONE NONE			NONE NONE									
23 24				NONE NONE			NONE NONE NONE									
25 26				NONE NONE			NONE NONE NONE NONE NONE NONE NONE NONE									
27 28				NONE NONE			NONE NONE									
30				NONE NONE			NONE NONE									
31 32				NONE NONE NONE NONE NONE NONE NONE NONE			NONE NONE NONE NONE NONE NONE NONE NONE									
34				NONE NONE			NONE NONE									
36				NONE NONE			NONE NONE									
38				NONE NONE NONE			NONE NONE NONE NONE									
40				NONE NONE			NONE NONE									
42				NONE NONE NONE			NONE NONE NONE									
44 45		 		NONE NONE			NONE NONE									
46				NONE NONE			NONE NONE									
48				NONE NONE NONE NONE NONE NONE			NONE NONE NONE NONE NONE NONE NONE NONE									
## Senson 1				NONE NONE NONE NONE NONE NONE NONE NONE			NONE NONE NONE									
52 53				NONE NONE			NONE NONE									
54 55				NONE NONE			NONE NONE NONE									
58 57				NONE NONE			NONE NONE NONE									
58				NONE NONE			NONE NONE									
60				NONE NONE			NONE NONE NONE NONE NONE									
63				NONE NONE			NONE NONE									
64 65				MONE MONE MONE MONE MONE MONE MONE MONE			NONE NONE NONE									
66				NONE NONE			NONE NONE NONE NONE NONE NONE NONE									
68				NONE NONE			NONE NONE									
70 71				NONE NONE NONE			NONE NONE									
72 73				NONE NONE NONE NONE NONE NONE NONE NONE			NONE NONE NONE									
74				NONE NONE			NONE NONE									
77				NONE			NONE NONE									
78 79				NONE NONE			NONE NONE NONE NONE NONE NONE NONE NONE									
81				NUMBER OF THE PROPERTY OF THE			NONE NONE NONE NONE NONE NONE NONE NONE									
83				NONE NONE NONE			NONE NONE									
85				NONE NONE			NONE NONE									
87				NONE NONE			NONE NONE									
89 90				NONE NONE			NONE NONE									
91 92				NONE NONE NONE			NONE NONE									
93 94				NONE NONE			NONE NONE NONE NONE NONE NONE NONE									
35 36				NONE NONE NONE			NONE NONE									
98				NONE NONE			NONE									
100				NONE NONE			NONE NONE									
102				NONE NONE			NONE NONE NONE NONE NONE NONE NONE NONE									
104				NONE NONE			NONE NONE NONE									
106				NOME NOME NOME NOME NOME NOME NOME NOME			NONE NONE NONE NONE NONE NONE NONE NONE									
108				NONE NONE			NONE NONE									
110				NONE NONE NONE NONE NONE NONE NONE NONE			NONE NONE									
112 113				NONE NONE			NONE NONE									
114 115				NONE NONE			NONE NONE									
116 117				NONE NONE NONE NONE NONE NONE NONE			NONE NONE NONE NONE NONE NONE NONE NONE									
118 119				NONE NONE			NONE NONE									
120 121				NONE NONE			NONE NONE									
122 123				NONE			NONE NONE NONE NONE NONE NONE NONE									
125				NONE NONE			NONE NONE									
127				NONE NONE			NONE NONE									
140 129				NORTH			NONE									
131				NONE NONE			NONE NONE									
133				NONE NONE			NONE NONE NONE NONE NONE NONE NONE NONE									
135 136		 		NONE NONE			NONE NONE									
137				NONE NONE			NONE NONE									
139 140				NONE NONE NONE			NONE									
141				NONE NONE			NONE NONE									
143				NONE NONE			NONE NONE NONE NONE NONE NONE NONE NONE									
145 146				NONE NONE NONE			NONE NONE									
147 148	1 I			NONE NONE NONE			NONE NONE NONE NONE									
149 150	l J			NONE NONE			NONE NONE									
		•														

Line Building Address Floor	PROJECT BASIC INFORMATION Area Description Interior or Exterior Fixture Predominant Space Type	Area Cooling Pre	Fixture	Pre Fixture Code F	TALLATION Pre Watts / F	Pre kW/	Existing	Existing	Post	Post Fixture Code	Post Watts/	Post kW /	Proposed	Proposed In	terior Change	Exterior	Change in	Applicant	Coincidence	Interactive	Interactive P	Energy Cali e Post	Interior Exte	rior Demand	Applicant	Prescribed	Annual Annual	Annual kWh Annual k	kWh Fb
tem	Fixture		Qty		Fixture (W)	Space (kW)	Existing Control drop down	Existing Sensor E Quantity	Fixture Qty		Post Watts/ Fixture (W)	Post kW / Space (kW)	Proposed Control Please enter DAYLTG, OCC or NONE.	Sensor i Quantity	n Connected Load	Exterior Change in Connected Load (kW) excluding CFLs or Exit Signs	Change in Connected Load (kW) CFL or LED exit sign	Applicant Coincidence Factor (CF) Estimate		Factor (demand)	Interactive P Factor Con (energy) Fac	e Post rols Contro tor Facto	s Demand Dem Savings Savi (kW) (kV excluding exclu CFLs or CFL: Exit Signs Exit S	and Savings ngs (kW) V) CFLs or ding LED Exit s or Signs	Equivalent Full Load	Equivalent Full Load Hours	Interior Exterior Fixture kWh Saved (excluding CFLs or Exit CFLs or Ex Signs)	Saved Saves (CFL or LED (Senso exit signs only) only)	d ors N
								ten applicable					NONE.	When applicable ()	W) excluding CFLs or Exit	Load (kW) excluding CFLs	(kW) CFL or LED	(CF) Estimate					(kW) (kV excluding exclu	V) CFLs or ding LED Exit	Hours (EFLH) Estimate	Hours	Saved Saved (excluding (excluding	exit signs only)	1
															Signs	or Exit Signs							CFLs or CFLs	s or Signs	Estimate		CFLs or Exit CFLs or Ex Signs) Signs)	*	
																							Cur signa Cur s				Signa) Signa)		
51 52							NONE NONE						NONE NONE																_
53 54							NONE NONE NONE						NONE NONE NONE																_
55							NONE						NONE																
58 57 58			-				NONE NONE NONE		-				NONE NONE NONE																_
158							NONE						NONE																
59 60 61							NONE NONE NONE						NONE NONE																
162													NONE NONE																
63							NONE NONE NONE		-				NONE NONE NONE																_
64 65							NONE						NONE																_
166 167							NONE NONE NONE						NONE																
			-				NONE		_				NONE									_							_
169 170							NONE						NONE																_
172							NONE NONE NONE NONE NONE NONE						NONE NONE NONE NONE NONE NONE NONE NONE																4
174			\rightarrow				NONE						NONE																
175 176 177		1					NONE NONE NONE						NONE NONE NONE																
177			-				NONE		-				NONE																
178 179 180			\rightarrow				NONE NONE NONE		\rightarrow				NONE																#
181							NONE						NONE NONE NONE NONE NONE NONE NONE NONE																
182 183							NONE NONE NONE	-	$-\mathbb{F}$				NONE																4
184													NONE																-
85 86							NONE NONE						NONE NONE																
87 88 89			-				NONE NONE NONE		_				NONE NONE NONE NONE									_							-
39 30							NONE						NONE																#
91 92							NONE						NONE																4
193							NONE NONE NONE						NONE NONE NONE																
94 95 96			-			_	NONE NONE NONE		-+				NONE NONE NONE											_					#
196 197							NONE						NONE																#
198 199							NONE NONE NONE						NONE NONE NONE																4
99 100 101							NONE						NONE																
01			-		-	_	NONE NONE NONE	_	-				NONE NONE NONE									_		_					-
103							NONE NONE NONE						NONE NONE NONE																
205							NONE						NONE																
206 207							NONE NONE NONE						NONE NONE NONE NONE																
108			-		-	_	NONE	_	-				NONE									_		_					-
210							NONE NONE						NONE NONE																4
212							NONE						MONE																
213 214			-			_	NONE NONE NONE		-+				NONE											_					#
215							NONE						NONE																4
17							NONE NONE		_				NONE NONE NONE NONE NONE NONE																#
118 219 220							NONE		_				NONE																4
20		<u> </u>					NONE NONE NONE		_				NONE NONE NONE																
22		+ -	-				NONE NONE NONE		7				NONE NONE NONE																4
14							NONE		_				NONE																4
15							NONE NONE NONE						NONE NONE NONE																
27		1	-+				NONE	-	\rightarrow				NONE																#
28 29 30		+					NONE NONE						NONE NONE NONE																#
11							NONE						NONE																4
32 33							NONE NONE NONE						NONE NONE NONE																
4 6 8			 F			-1	NONE NONE NONE		$-\Gamma$				NONE NONE NONE																
8							NONE						NONE																4
7 8 9							NONE NONE NONE						NONE NONE NONE																
59 40		<u> </u>					NONE		_				NONE																
40 41							NONE NONE NONE		7				NONE NONE NONE																
42 43							NONE		_				NONE																#
44 45 46							NONE NONE NONE						NONE NONE NONE																
046 047		1	-+				NONE	-	\rightarrow				NONE																#
47 48 49			=				NONE NONE NONE		_				NONE NONE NONE																#
150							NONE						NONE																
						34.56			32			11.63				22.88											87,699		

Project Estimated Annual Savings Summary

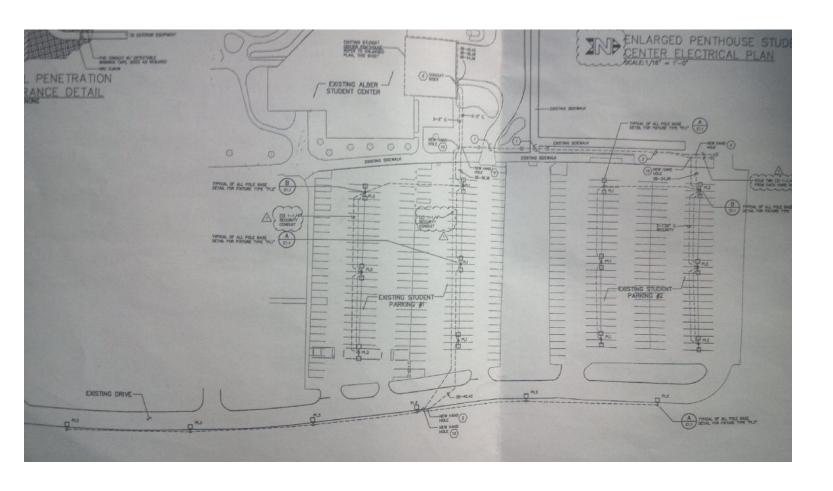
Estimated Annual kWh Savings	87,699
Total Change in Connected Load	22.88

Annual Estimated Cost Savings	\$8,769.90
Annual Operating Hours	3,833
Interior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$0.00
Exterior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$4,384.95
Total retrofit CFL Incentive @ \$1/screw-in CFL lamp; \$15/hard- wired CFL lamp (includes all retrofit CFLs, both interior and exterior)	\$0.00

Total retrofit 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	\$4,384.95		
Total Fixture Quantity excluding retrofit CFLs and LED Exit Sign	32		
Total Lamp Quantity for retrofit Screw-In CFLs	0		
Total Lamp Quantity for retrofit Hard-Wired CFLs	0		
Total Fixture Quantity for retrofit LED Exit Signs	0		
Total Quantity for Occupancy Sensors	0		
Total Quantity for Daylight Sensors	0		

Please briefly describe how you estimeduivalent full-load hours (EFLH) for facional facions (EFLH) for facio	•	` ' ' ' '
]
Demand Savings (For Internal Use	0.00	



Attachment A

A LITHONIA LIGHTING®

FEATURES & SPECIFICATIONS

INTENDED USE - Ideal for parking areas, street lighting, walkways and car lots

CONSTRUCTION - Rugged, die-cast, soft comer aluminum housing with 0.12" nominal wall thickness. Die-cast door frame has impact-resistant, tempered, glass lens that is fully gasketed with one-piece tubular silicone.

Finish: Standard finish is dark bronze (DDB) polyester powder finish, with other architectural colors available.

OPTICS - Anodized, aluminum reflectors: IES full cutoff distributions R2 (asymmetric), R3 (asymmetric), R4 (forward throw) and RSS (square) are interchangeable. High-performance anodized, segmented aluminum reflectors IES full cutoff distributions SR2 (asymmetric), SR3 (asymmetric) and SR4SC (forward throw, sharp cutoff). High-performance reflectors attach with tool-less fasteners and are rotatable and interchangeable.

ELECTRICAL - Ballast: High pressure sodium: 70-150W is high reactance, high power factor. Constant wattage autotransformer for 200-400W. Metal halide: 70-150W is high reactance, high power factor and is standard with pulse-startignitor technology. "SCWA" not required. Constant wattage autotransformer for 175-400W. Super CWA (pulse start ballast), 88% efficient and EISA legislation compliant, is required for metal halide 151-400W (SCWA option) for US shipments only. CSA, NOM or INTL required for probe start shipments outside of the US. Pulse-start ballast (SCWA) required for 200W, 320W, or 350W. Ballast is 100% factory-tested.

Socket: Porcelain, horizontally oriented medium base socket for 70-150M. Mogul base socket for 175M and above, and 70-400S, with copper alloy, nickel-plated screw shell and center contact. UL listed 1500W, 600V.

EISTINGS - ULListed (standard), CSA Certified (see Options). UL listed for 25°C ambient and wet locations. IP65 rated in accordance with standard IEC 529.

Specifications subject to change without notice.

Catalog Number	CONVERSE ELECTRIC
Notes	APPROVED INOT APPROVE
Туре	IJ APPROVED AS CORRECTED REVISE AND RESUBMIT



Soft Square Lighting

KAD

Specifications

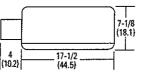
*Weight: 35.9 lbs (16.28 kg)

Length: 17-1/2 (44.5) Width: 17-1/2"(44.5)

Depth: 7-1/8 (18.1) All dimensions are inches (centimeters) unless otherwise specified.

*Weight as configured in example below.

METAL HALIDE: 70-400W HIGH PRESSURE SODIUM: 70-400W 20'TO 35' MOUNTING



ORDERINGINFORMATION

For shortest lead times, configure product using bolded options.

Example: KAD 400M R3 TB SCWA SPD04 LPI

KAÐ Sejjas KAÐ	Metal halide 70M ¹² 250M ³ 100M ¹ 320M ¹ 150M 350M ²⁴ 175M ³ 400M ^{5,6} 200M ⁴	High pressure sodium' 70S 100S 150S 250S 400S	Ceramic metal. halide 70MHC ^{1,2} 100MHC ¹ 150MHC	Standard reflectors R2 IES type II asymmetric? R3 IES type III Figure III Stype IV forward throw? R5S IES type V square	High performance reflectors ⁸ SR2 IES type II asymmetric ² SR3 IES type III asymmetric ² SR4SC IES type IV forward throw	2008° 240° 240° 347 480° TB¹0° 23050HZ³¹	(blank) Magnetic ballast (WI Contant wattage isolated) Pulse Stort SCWA Super CWA pulse-start ballast NOTE For shipments to U.S. territories, SCWA must be specified to comply with BSA.	Ships in fixture carton SPD Square pole RPD Round pole W80 Wall bracket WWD Wood or pole wall Ships separately 13,14 DAD12P Degree arm (pole) DAD12WB Degree arm (wall) WBA Decorative wall bracket 15 KMA Mast arm external fitter KTMB Twin mounting bar	Armlength 04 4"arm 06 6"arm 09 9"arm 12 12"arm
----------------------	---	--	--	---	--	--	---	--	--

Orionia								
DF Double PD Power1 PER NEMA t (no pho	fuse (120, 277, 347V) ¹⁶ fuse (208, 240, 480V) ¹⁶	QRSTD WTB HS CSA INTL REGC1	QRS time delay ¹⁸ Terminal wiring block ¹⁷ House side shield CSA Certified Available MH for probe start shipping outside the U.S. California Title 20, effective 1/1/2010	PE1 PE3 PE4 PE7 SC VG	ped separately ¹³ NEMA twist-lock PE (120, 208, 240V) NEMA twist-lock PE (347V) NEMA twist-lock PE (480V) NEMA twist-lock PE (277V) Shorting cap for PER option Vandal guard ¹⁹ Wire guard ¹⁹	(blank) DWH DBL DMB DNA	Dark bronze White Black Medium bronze Natural aluminum	Less lamp NEG-TITIME FRENCY BROWN UNITED TO PORT BROWN UNITED TO PORT BROWN GROWN THREE For Global Transas For Justice To Proport For Global Transas For Justice To Proport For Global Transas For Justice To Proport For Global Transas

Notes

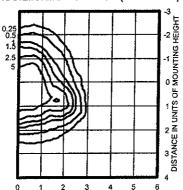
- Not available with SCWA.
- Not available with 480V.
- These wattages do not comply with California Title 20 regulations.
- Must be ordered with SCWA.
- These wattages require the REGC1 option to be chosen for shipments into California for Title 20 compliance. 250M REGC1 in not available in 347 or 480V.
- Reduced Jacket ED28 required for SR2, SR3 and SR4SC optics.
- House-side shield available.
- High performance reflectors not available with QRSTD. Must specify CWI for use in Canada.
- 10 Optional multi-tap ballast (120, 208, 240, 277V; in Canada: 120, 277, 347V).
- 11 Consult factory for available wattages.

- 12 9" arm is required when two or more furninaires are oriented on a 90° drilling pattern.
- 13 May be ordered as an accessory.
- 14 Must specify finish when ordered as an accessory.
- 15 Available with SPD04 and SPD09.
- 16 Must specicy voltage, N/A with TB.
- 17 Only available with SR2, SR3 and SR4SC optics.
- 18 Max allowable wattage lamp included.
- 19 Prefix with KAD when ordered as an accessory.
- 20 See www.fithonia.com/archcolors for additional color options.
- 21 Must be specified. L/LP not available with MHC. 22 Must use RP009.

					pisterriis		9.00	
	Order as seperate condicionamente, Mustabells edwild finite anomalis. Number of fixtures							
Te	non 0.0.	0ne	Two@180°	Two@90°	Three@120°	Three@90°	Four@90°	
	2-3/8"	T20-190	T20-280	T20-290 ²²	T20-320 ²²	T20-390 ²²	T20-490 ²²	
	2-7/8"	T25-190	125-280	T25-290 ²²	T25-320	T25-390 ²²	T25-490 ²²	
L	4	T35-190	T35-280	T35-290 ²²	T35-320	T35-390 ²²	T35-490 ²²	

Coefficient of Utilization tial Footcandles

KAD 400M R2 Test no. 1193083101P ISOILLUMINANCE PLOT (Footcandle)

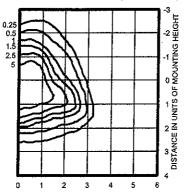


400W pulse start metal halide lamp, rated 38000 lumens. Footcandle values based on 20'

mounting height. Classification: Type II, Short, Full Cutoff

KAD 400M R3 Test no. 1192040902P

ISOILLUMINANCE PLOT (Footcandle)

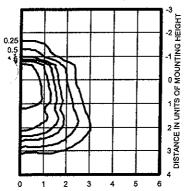


400W pulse start metal halide lamp, rated 38,000 lumens. Footcandie values based on 20' mounting height.

Classification: Type II, Short, Full Cutoff

KAD 400M R4 Test no. 1191110101P

ISOILLUMINANCE PLOT (Footcandle)

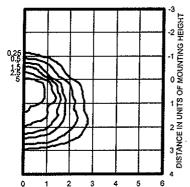


400W pulse start metal halide famp, rated 38,000 lumens. Footcandle values based on 20' mounting height.

Classification: Unclassified (Type III, Very Short), Full Cutoff

KAD 400M R4HS Test no. 1192061101P

ISOILLUMINANCE PLOT (Footcandle)

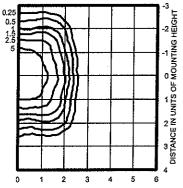


400W pulse start metal halide tamp, rated 38,000 lumens. Footcandle values based on 20' mounting height.

Classification: Unclassified (Type III, Very Short), Full

KAD 400M R5S Test no. 1194040801P

ISOILLUMINANCE PLOT (Footcandle)



400W pulse start metal halide lamp, rated 38000 lumens. Footcandle values based on 20* mounting height.

Classification: Unclassified (Type NC, Very Short), Full Cutoff

- Photometric data for other distributions can be accessed at www.lithonia.com.
- 2 Tested to current IES and NEMA standards under stabilized laboratory conditions. Various operating factors can cause differences between laboratory data and actual field measurements. Dimensions and specifications on this sheet are based on the most current available data and are subject to change without notice.
- 3 For electrical characteristics, consult outdoor technical data specification sheets on www.lithonia.com.

Mounting Height Correction Factor

(Multiply the fc level by the correction factor)

 $25 \, \text{ft.} = 0.64$ 35 ft. = 0.32

40 ft. = 0.25

Existing Mounting Height $)^2$ = Correction Factor New Mounting Height

An **SAcuity**Brands Company

KAO-M-S

A LITHONIA LIGHTING®

FEATURES & SPECIFICATIONS

 ${\bf INTENDED}$ ${\bf USE}$ — Square straight aluminum general purpose pole for up to 35 foot mounting heights.

CONSTRUCTION — Shaft: Made from extruded 6063-76 or 6061-76 aluminum alloy, square tube is uniform in cross-section down length of shaft with no taper.

Hand hole: Reinforced rectangular hand hole is located 18" above base, 4" poles have 2" x 4" hand hole; 5" and 6" poles have 2.5" x 4" hand hole). Handhole cover plate made from aluminum alloy.

Hardware: Stainless steel

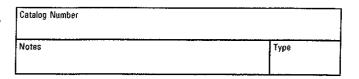
Top cap: Removable top cap provided with drill-mount poles.

Bolt covers: Nut cover discs provided. Optional cast aluminum base cover available.

FINISH - Must specify finish.

GROUNDING - Provision located inside hand hole rim. Grounding hardware is not included (provided by others).

ANCHOR BOLTS — Fabricated from carbon steel bar with minimum-yield strength of 55,000 psi. Upper portion of anchor bolt is galvanized per ASTM A-153. Each anchor bolt is furnished with two hex nuts and two flat washers.



Anchor Base Poles

SQUARE STRAIGHT ALUMINUM



ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative. Example: SSA 20 4C DM19 BA



Nominal fixture mounting height

8 - 35 feet (See back page.)

HANDHOLE ORIENTATION

Nominal shaft base size/wall thickness

(See back page.)

Mounting1

Tenon mounting

PT Open top T20 2-3/8" O.D. (2" NPS)

T25 2-7/8" O.D. (2-1/2" NPS)

T302 3-1/2" O.D. (3" NPS)

T352 4" O.D. (3-1/2" NPS)

Drill mounting³

DM19 1 at 90° DM28 2 at 180°

DM28PL 2 at 180° with one

side plugged DM29 2 at 90°

DM39 3 at 90°

DM49 4 at 90°

AERIS™/OMERO™ Drill mounting³

DM19AS 1 at 90°

DM28AS 2 at 180°

DM29AS 2 at 90°

DM39AS 3 at 90°

DM49AS 4 at 90°

AERIS™ Suspend drill mounting^{3,4}

DMxxAST

OMERO™ Suspend drill mounting3.4 DMxxMRT_

Options

Shipped installed

L/AB Less anchor holts

Vibration

damper

TP Tamper proof H1-18Axx Horizontal arm

bracket (1

fixture)^{5,6}

FDLxx Festoon outlet less electrical5

CPL12xx 1/2" coupling5

CPL34xx 3/4" coupling5

CPL1xx 1" coupling5 NPL12xx 1/2" threaded

nipple⁵

NPL34xx 3/4" threaded nipple5

NPL1xx 1" threaded

nipple5

EHHxx Extra

handhole5,7

Classic colors DSS DGC

Tennis aceen

DBB Bright red DSB Steel blue

arav

Finish⁸

Dark bronze

White

Medium

bronze

Natural

aluminum

Brushed

aluminum

Sandstone

Charcoal

DBL Black

Standard colors

DDB

пWн

DMB

DNA

ВА

Class 1 architectural

<u>anodized</u> ABL Black

ADB Dark bronze

ANA Natural

Architectural colors (powder finish)8

NOTES:

When ordering tenon mounting and drill mounting for the same pole, follow this example: DM28/T20. The combination includes a required extra handhole.

Handhole

- 3-1/2" and 4" tenons available on 5" and 6" shafts only.
- The drilling template to be used for a particular luminaire depends on the luminaire that is used. Refer to the Technical Data Section of the Outdoor Binder for Drilling Templates.
- Insert "1" or "2" to designate fixture size; e.g. DM19AST2.
- Specify location and orientation when ordering option. For 1st "x": Specify the height in feet above base of pole. Example: $5ft \approx 5$ and 20ft = 20

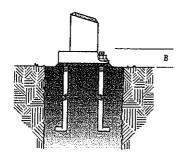
For 2nd "x": Specify orientation from handhole (A,B,C,D) Refer to the Handhole Orientation diagram on this page.

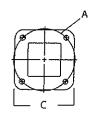
- Horizontal arm is 18" x 2-3/8" O.D. tenon standard.
- Combination of tenon-top and drill mount includes extra handhole.
- Finish must be specified. Additional colors available; see www.lithonia.com/archcolors or Architectural Colors brochure (Form No. 794.3).

IMPORTANTINSTALLATION NOTES:

- · Do not erect poles without having fixtures installed.
- Factory-supplied templates must be used when setting anchor bolts. Lithonia Lighting will not accept claim for incorrect anchorage placement due to failure to use factory template.
- If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage.
- · Lithonia Lighting is not responsible for the foundation design.

			TF	CHNIC	CALIN	FORM	ATION	· ·	· · · · · · · · · · · · · · · · · · ·	***************************************
TECHNICAL INFORMATION EPA (ft²) with 1.3 gust										
Catalog Number	Nominal mount ht. (ft)	Pole Shaft Size (in x ft)	Wall Thick (in)	80 mph	90 mph	100 mph	Max.	Bolt Circle	Bolt Size	Approximate ship (lbs.)
SSA 8 4C	8	4.0 x 8.0	0.125	16.5	12.6	9.9	300	8.5-9.625	3/4 x 18 x 3	32
SSA 10 4C	10	4.0 x 10.0	0.125	11.5	8.6	6.5	230	8.5-9.625	3/4 x 18 x 3	37
SSA 12 4C	12	4.0 x 12.0	0.125	12.4	9.2	6.9	160	8.5-9.625	3/4 x 18 x 3	40
SSA 14 4C	14	4.0 x 14.0	0.125	9.3	6.7	4.8	120	8.5-9.625	3/4 x 18 x 3	50
SSA 15 4C	15	4.0 x 15.0	0.125	8.0	5.6	3.9	100	8.5-9.625	3/4 x 18 x 3	52
SSA 16 4C	16	4.0 x 16.0	0.125	6.9	4.7	3.1	90	8.5-9.625	3/4 x 18 x 3	54
SSA 16 4G	16	4.0 x 16.0	0.188	11.8	8.5	6.2	130	8.5-9.625	3/4 x 30 x 3	74
SSA 16 5G	16	5.0 x 16.0	0.188	15.0	11.1	7.5	280	10.5-11.5	3/4 x 30 x 3	83
SSA 18 4C	18	4.0 x 18.0	0.125	4.9	3.0	1.7	70	8.5-9.625	3/4 x 18 x 3	57
SSA 18 4G	18	4.0 x 18.0	0.188	9.2	6.4	4.4	100	8.5-9.625	3/4 x 30 x 3	80
SSA 18 5G	18	5.0 x 18.0	0.188	16.8	12.2	8.9	230	10.5-11.5	3/4 x 30 x 3	91
SSA 20 4C	20	4.0 x 20.0	0.125	3.3	1.7	0.5	40	8.5-9.625	3/4 x 18 x 3	62
SSA 20 4G	20	4.0 x 20.0	0.188	7.0	4.6	2.9	80	8.5-9.625	3/4 x 30 x 3	85
SSA 20 5G	20	5.0 x 20.0	0.188	13.6	9.5	6.6	180	10.5-11.5	3/4 x 30 x 3	107
SSA 20 6G	20	6.0 x 20.0	0.188	22.0	15.9	11.6	230	12-13	1 x 36 x 4	155
SSA 20 6J	20	6.0 x 20.0	0.250	30.4	22.6	17.0	300	12-13	1 x 36 x 4	202
SA 25 5G	25	5.0 x 25.0	0.188	7.2	4.2	2.0	110	10.5-11.5	3/4 x 30 x 3	130
SA 25 6G	25	6.0 x 25.0	0.188	13.2	8.6	5.4	180	12-13	1 x 36 x 4	180
SA 25 6J	25	6.0 x 25.0	0.250	19.7	13.8	9.5	250	12-13	1 x 36 x 4	224
SA 30 6G	30	6.0 x 30.0	0.188	7.0	3.4	0.8	130	12-13	1 x 36 x 4	210
SA 30 6J	30	6.0 x 30.0	0.250	12.2	7.5	4.1	170	12-13	1 x 36 x 4	258
SA 32 6J	32	6.0 x 32.0	0.250	9.7	5.4	2.3	160	12-13	1 x 36 x 4	272
SA 35 6J	35	6.0 x 35.0	0.250	6.4	2.6		200	12-13	1 x 36 x 4	294
SA 35 7J	35	6.75 x 35.0	0.250	7.6	3.1		150	14.625	1 x 36 x 4	290





IMP	ADT	O BI	т.
MAIL	URI	111	١.

These specifications are intended for general purposes only.
 Lithonia reserves the right to change material or design, without prior notice, in a continuing effort to upgrade its products.

	POLE DATA								
	Shaft base size	Bolt circle A	Bolt projection B	Base square C	Template description	Anchor bolt description			
l	4°C	8.5" 9.625"	3.125"	9.938*	ABTEMPLATE PJ50045	AB18-0			
1	4"G	8.5" - 9.625"	3.125*	9.938"	ABTEMPLATE PJ50045	AB30-0			
ļ	5"	10.5" 11.5"	3.25"	11.563	ABTEMPLATE PJ50046	AB30-0			
l	6"	12"-13"	4*	12.25"	ABTEMPLATE PJ50044	AB36-0			
-	7"	14.625"	4.125"	15°	ABTEMPLATE PJ50130	AB36-0			



An**≪Acuity**Brands Company

Mercantile Customer Project Commitment Agreement Cash Rebate Option

THIS MERCANTILE CUSTOMER PROJECT COMMITMENT AGREEMENT ("Agreement") is made and entered into by and between Ohio Edison Company, its successors and assigns (hereinafter called the "Company") and OSU Marion, Taxpayer ID No34-6401447its permitted successors and assigns (hereinafter called the "Customer") (collectively the "Parties" or individually the "Party") and is effective on the date last executed by the Parties as indicated below.

WITNESSETH

WHEREAS, the Company is an electric distribution utility and electric light company, as both of these terms are defined in R.C. § 4928.01(A); and

WHEREAS, Customer is a mercantile customer, as that term is defined in R.C. § 4928.01(A)(19), doing business within the Company's certified service territory; and

WHEREAS, R.C. § 4928.66 (the "Statute") requires the Company to meet certain energy efficiency and peak demand reduction ("EE&PDR") benchmarks; and

WHEREAS, when complying with certain EE&PDR benchmarks the Company may include the effects of mercantile customer-sited EE&PDR projects; and

WHEREAS, Customer has certain customer-sited demand reduction, demand response, or energy efficiency project(s) as set forth in attached Exhibit 1 (the "Customer Energy Project(s)") that it desires to commit to the Company for integration into the Company's Energy Efficiency & Peak Demand Reduction Program Portfolio Plan ("Company Plan") that the Company will implement in order to comply with the Statute; and

WHEREAS, the Customer, pursuant to the Public Utilities Commission of Ohio's ("Commission") September 15, 2010 Order in Case No. 10-834-EL-EEC, desires to pursue a cash rebate of some of the costs pertaining to its Customer Energy Project(s) ("Cash Rebate") and is committing the Customer Energy Project(s) as a result of such incentive.

WHEREAS, Customer's decision to commit its Customer Energy Project(s) to the Company for inclusion in the Company Plan has been reasonably encouraged by the possibility of a Cash Rebate.

WHEREAS, in consideration of, and upon receipt of, said cash rebate, Customer will commit the Customer Energy Project(s) to the Company and will comply with all other terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Customer Energy Projects. Customer hereby commits to the Company and Company accepts for integration into the Company Plan the Customer Energy Project(s) set forth on attached Exhibit 1. Said commitment shall be for the life of the Customer Energy Project(s). Company will incorporate said project(s) into the Company Plan to the extent that such projects qualify. In so committing, and as evidenced by the affidavit attached hereto as Exhibit A, Customer acknowledges that the information provided to the Company about the Customer Energy Project(s) is true and accurate to the best of its knowledge.

- a. By committing the Customer Energy Project(s) to the Company, Customer acknowledges and agrees that the Company shall control the use of the kWh and/or kW reductions resulting from said projects for purposes of complying with the Statute. By committing the Customer Energy Project(s), Customer further acknowledges and agrees that the Company shall take ownership of the energy efficiency capacity rights associated with said Project(s) and shall, at its sole discretion, aggregate said capacity into the PJM market through an auction. Any proceeds from any such bids accepted by PJM will be used to offset the costs charged to the Customer and other of the Company's customers for compliance with state mandated energy efficiency and/or peak demand requirements
- b. The Company acknowledges that some of Customer's Energy Projects contemplated in this paragraph may have been performed under certain other federal and/or state programs in which certain parameters are required to be maintained in order to retain preferential financing or other government benefits (individually and collectively, as appropriate, "Benefits"). In the event that the use of any such project by the Company in any way affects such Benefits, and upon written request from the Customer, Company will release said Customer's Energy Project(s) to the extent necessary for Customer to meet the prerequisites for such Benefits. Customer acknowledges that such release (i) may affect Customer's cash rebate discussed in Article 3 below; and (ii) will not affect any of Customer's other requirements or obligations.
- c. Any future Customer Energy Project(s) committed by Customer shall be subject to a separate application and, upon approval by the Commission, said projects shall become part of this Agreement.
- d. Customer will provide Company or Company's agent(s) with reasonable assistance in the preparation of the Commission's standard joint application for approval of this Agreement ("Joint Application") that will be filed with the Commission, with such Joint Application being consistent with then current Commission requirements.
- e. Upon written request and reasonable advance notice, Customer will grant employees or authorized agents of either the Company or the Commission reasonable, pre-arranged access to the Customer Energy Project(s) for purposes of measuring and verifying energy savings and/or peak demand reductions resulting from the Customer Energy Project(s). It is expressly agreed that consultants of either the Company or the Commission are their respective authorized agents.
- 2. Joint Application to the Commission. The Parties will submit the Joint Application using the Commission's standard "Application to Commit Energy Efficiency/Peak Demand Reduction Programs" ("Joint Application") in which they will seek the Commission's approval of (i) this Agreement: (ii) the commitment of the Customer Energy Project(s) for inclusion in the Company Plan; and (iii) the Customer's Cash Rebate.

The Joint Application shall include all information as set forth in the Commission's standard form which, includes without limitation:

- i. A narrative description of the Customer Energy Project(s), including but not limited to, make, model and year of any installed and/or replaced equipment;
- ii. A copy of this Agreement; and
- iii. A description of all methodologies, protocols, and practices used or proposed to be used in measuring and verifying program results.

- 3. Customer Cash Rebate. Upon Commission approval of the Joint Application, Customer shall provide Company with a W-9 tax form, which shall at a minimum include Customer's tax identification number. Within the greater of 90 days of the Commission's approval of the Joint Application or the completion of the Customer Energy Project, the Company will issue to the Customer the Cash Rebate in the amount set forth in the Commission's Finding and Order approving the Joint Application.
 - a. Customer acknowledges: i) that the Company will cap the Cash Rebate at the lesser of 50% of Customer Energy Project(s) costs or \$250,000; ii) the maximum rebate that the Customer may receive per year is \$500,000 per Taxpayer Identification Number per utility service territory; and iii) if the Customer Energy Project qualifies for a rebate program approved by the Commission and offered by the Company, Customer may still elect to file such project under the Company's mercantile customer self direct program, however the Cash Rebate that will be paid shall be discounted by 25%; and
 - b. Customer acknowledges that breaches of this Agreement, include, but are not limited to:
 - Customer's failure to comply with the terms and conditions set forth in the Agreement, or its equivalent, within a reasonable period of time after receipt of written notice of such non-compliance;
 - ii. Customer knowingly falsifying any documents provided to the Company or the Commission in connection with this Agreement or the Joint Application.
 - c. In the event of a breach of this Agreement by the Customer, Customer agrees and acknowledges that it will repay to the Company, within 90 days of receipt of written notice of said breach, the full amount of the Cash Rebate paid under this Agreement. This remedy is in addition to any and all other remedies available to the Company by law or equity.
- 4. Termination of Agreement. This Agreement shall automatically terminate:
 - a. If the Commission fails to approve the Joint Agreement;
 - b. Upon order of the Commission; or
 - c. At the end of the life of the last Customer Energy Project subject to this Agreement.

Customer shall also have an option to terminate this Agreement should the Commission not approve the Customer's Cash Rebate, provided that Customer provides the Company with written notice of such termination within ten days of either the Commission issuing a final appealable order or the Ohio Supreme Court issuing its opinion should the matter be appealed.

- 5. Confidentiality. Each Party shall hold in confidence and not release or disclose to any person any document or information furnished by the other Party in connection with this Agreement that is designated as confidential and proprietary ("Confidential Information"), unless: (i) compelled to disclose such document or information by judicial, regulatory or administrative process or other provisions of law; (ii) such document or information is generally available to the public; or (iii) such document or information was available to the receiving Party on a non-confidential basis at the time of disclosure.
 - a. Notwithstanding the above, a Party may disclose to its employees, directors, attorneys, consultants and agents all documents and information furnished by the other Party in connection with this Agreement, provided that such employees, directors, attorneys,

consultants and agents have been advised of the confidential nature of this information and through such disclosure are deemed to be bound by the terms set forth herein.

- b. A Party receiving such Confidential Information shall protect it with the same standard of care as its own confidential or proprietary information.
- c. A Party receiving notice or otherwise concluding that Confidential Information furnished by the other Party in connection with this Agreement is being sought under any provision of law, to the extent it is permitted to do so under any applicable law, shall endeavor to:

 (i) promptly notify the other Party; and (ii) use reasonable efforts in cooperation with the other Party to seek confidential treatment of such Confidential Information, including without limitation, the filing of such information under a valid protective order.
- d. By executing this Agreement, Customer hereby acknowledges and agrees that Company may disclose to the Commission or its Staff any and all Customer information, including Confidential Information, related to a Customer Energy Project, provided that Company uses reasonable efforts to seek confidential treatment of the same.
- 6. Taxes. Customer shall be responsible for all tax consequences (if any) arising from the payment of the Cash Rebate.
- 7. Notices. Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement must be in writing and must be delivered or sent by overnight express mail, courier service, electronic mail or facsimile transmission addressed as follows:

If to the Company:

FirstEnergy Service Company 76 South Main Street Akron, OH 44308 Attn: Victoria Nofziger Telephone: 330-384-4684

Fax: 330-761-4281

Email: ymmofziger@firstenergycorp.com

If to the Customer:

OSU Marion Campus 1465 Mt Vernon Ave Marion OH 43302 Attn:Ron Turner Superintendent-Fac Mtn & Secry

Telephone:740-725-6225

Fax:

Email:turner.27@osu.edu

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

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

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

Ohio Edison Company_ (Company)

Title; V.P. Of Energy Efficiency

Date: [-7-/2

OSU Marion_

By:

Geoffrey S. Chatas Sr. Vice President for Business & Finance and CFO

Affidavit of OSU Marion - Exhibit _A _

STATE OF OHIO **COUNTY OF Marion**

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

SS:

- 1. I am the Superintendant of OSU Marion ("Customer") As part of my duties, I oversee energy related matters for the Customer.
- 2. The Customer has agreed to commit certain energy efficiency projects to Ohio Edison Company ("Company"), which are the subject of the agreement to which this affidavit is attached ("Project(s)").
- 3. In exchange for making such a commitment, the Company has agreed to provide Customer with Cash ("Incentive"). This Incentive was a critical factor in the Customer's decision to go forward with the Project(s) and to commit the Project(s) to the Company.
- 4. All information related to said Project(s) that has been submitted to the Company is true and accurate to the best of my knowledge.

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to before me and subscribed in my presence this 25 day of Haul, 2013.

Karin E Lanius
Notary

Karin E. Lanius **Marion County** Expires: June 25, 2015

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/13/2013 3:32:57 PM

in

Case No(s). 13-0734-EL-EEC

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