

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

Case No.: 14-0027-EL-EEC

Mercantile Customer: Sylvania City Schools

Electric Utility: The Toledo Edison Company

Program Title or

Sylvania Schools Lighting Retrofit and HVAC Upgrades

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. <u>10-834-EL-POR</u>

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:Sylvania City Schools Principal address: 4747 N Holland Sylvania Road, Sylvania, Ohio 43560 Address of facility for which this energy efficiency program applies: See below McCord Jr High 4304 N McCord Rd, 43560 5425 Whiteford Rd Hill View Elementary Whiteford Elementary 4740 Whiteford Rd Name and telephone number for responses to questions: Laura Sauber 419-824-8520 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** The customer is filing this application (choose which applies): A) Individually, without electric utility participation. Jointly with the electric utility. B) The electric utility is: The Toledo 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.)

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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)	Enei	gy 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: 317,410 kWh
	Mo	cCord Jr High 158,177
	<u>Hi</u>	ll View Elementary 97,677
	W	niteford Elementary 61,556 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

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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.

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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?
	10/	1/2010
C)		at is the peak demand reduction achieved or capable of being achieved ow calculations through which this was determined):
		<u>2</u> kW

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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	ner is applying for:
	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:
	Option 1:	A cash rebate reasonable arrangement, which is the lesser of (show both amounts):
		\boxtimes A cash rebate of \$14,109
		McCord Jr High \$ 5,939
		Hill View Elementary \$ 5,861
		Whiteford Elementary \$ 2,309
		. (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.)

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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 effe (choose which applies):	ective because it has a benefit/cost ratio greater than 1 using the
	source Cost (TRC) Test. The calculated TRC value is: atinue to Subsection 1, then skip Subsection 2)
Utility Cos to Subsect	st Test (UCT) . The calculated UCT value is: See Exhibit 3 (Skip ion 2.)
Subsection 1: TRC T	Cest Used (please fill in all blanks).
avoided supp distribution) l	ue of the program is calculated by dividing the value of our oly costs (generation capacity, energy, and any transmission or by the sum of our program overhead and installation costs and tal measure costs paid by either the customer or the electric
The	e electric utility's avoided supply costs were
Our	r program costs were
The	e incremental measure costs were

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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**

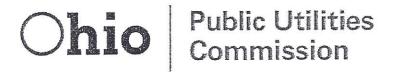
The utility's incentive costs/rebate costs were **See Exhibit 3**

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.

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

Case No.: 14-0627-EL-EEC

State of Ohio:

Laura Sauber, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

Sylvania City Schools

[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.

August Muse Treasurer/(Fo

Sworn and subscribed before me this 30 day of September , 2013 Month/Year

Signature of official administering oath

Robin Rose Robinson Print Name and Title

My commission expires on February 20, 2017



Robin Rose Robinson Notary Public, State of Ohio My Commission Expires: February 20, 2017 Customer Legal Entity Name: Sylvania City Schools

Site Address: Hill View Elementary
Principal Address: 5425 Whiteford Rd

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	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	Hill View Geo Thermal	It was determined going geo thermal to replace existing four pipe heating and cooling system would significantly decrease energy consumption.	See attached LEEDS summary sheet	10 to 15 years	N/A

Mercantile Customer Program

Customer Legal Entity Name: Sylvania City Schools

Site Address: Hill View Elementary

Principal Address: 5425 Whiteford Rd

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (C) Note 1
2012	466,500	466,500	563,910
2011	426,900	426,900	524,577
2010	170,400	170,400	195,020
Average	354,600	354,600	427,836

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
1	Hill View Geo Thermal		10/01/2010	\$1,395,000	\$697,500	97,677	97,677	2	\$7,814	\$5,861
						-	-	-		
						-	-	-		
						-	-	-		
						-		-		
						-	-	-		
						-		-		
			Total	\$1,395,000		97,677	97,677	2	\$7,814	\$5,861

Docket No. 14-0027

Site: 5425 Whiteford Rd

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	Utility Avoided Cost \$/MWh	Utility Avoided Cost \$	Utility Cost \$	Cash Rebate \$	Administrator Variable Fee \$	Total Utility Cost \$	UCT
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1	98	\$ 308	\$ 30,112	\$ 4,050	\$5,861	\$977	\$ 10,887	2.8

Total	98	\$	308	30,112	4,050	\$5,861	\$977	10,887	2.8
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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)

Sylvania City Schools ~ Hill View Elementary Docket No. 14-0027

Site: 5425 Whiteford Rd



Ohio Edison • The Illuminating Company • Toledo Edison

Mercantile Customer Program - Custom Project Rebate Calculator

Project Name and Number:	Sylvania Schools Heating and Cooling Syste
Site Name:	Hill View Elementary
Completed by (Name):	Michele DiFrancesco
Date completed:	10/1/2010

Energy Conservation Measure	Annual Energy Savings kWh	Eligible Prescriptive Rebate Amount kWh * \$0.08
See attached LEEDS Summary Doc	97,677	7814.16
,	,	
Total Project Energy Savings kWh	97,677	
Total Custom Prescriptive	Rebate Amount \$	\$ 7,814.16

Notes about this repate calculation:

LEED 2009 EA Credit 1 Summary Report

SS0821 Hillview Elementary JDRM Engineering

03-21-2014 05:35PM

General Information

Building Designations

Geothermal Building	Proposed Building
[B000] FPB AHU w/ Chilled and Heating Coils	Baseline - 0 degrees
n/a	Baseline - 90 degrees
n/a	Baseline - 180 degrees
n/a	Baseline - 270 degrees

Floor Areas and Window-to-Wall Ratios

	Proposed Design	Baseline
Total Conditioned Floor Area (ft²)	46,601	46,601
Total Floor Area (ft²)	46,601	46,601
Window to Wall Ratio	18 %	18 %
Gross Wall Area (ft²)	21,975	21,975
Vertical Window Area (ft²)	4,062	4,062

Advisory Messages

	Proposed Building	Baseline Building (0 deg. rotation)	Difference
Number of hours heating loads not met	0	91	-91
Number of hours cooling loads not met	2,386	2,168	+218

Energy Type Summary

Energy Type	Utility Rate Description	Units of Energy	Units of Demand
Electric	Toledo Edison Electric Ave	kWh	kW
Natural Gas	DOE Ohio Gas Ave	Therm	MBH

Energy Units:

Demand Units:

1 kBTU = 1,000 BTU

1 MBH = 1,000 BTU/h

1 kWh = 3.412 kBTU

1 kW = 3.412 MBH

1 Therm = 100.000 kBTU

Baseline Performance - Performance Rating Method Compliance

End Use	Process	Baseline Design Energy Type	Units of Annual Energy & Peak Demand	Baseline (0 deg rotation)	Baseline (90 deg rotation)	Baseline (180 deg rotation)	Baseline (270 deg rotation)	Baseline Design
Interior Lighting	No	Electric	Energy kWh	241,204	0	0	0	241,204
			Demand kW	83.9	0.0	0.0	0.0	83.9
Space Heating	No	Electric	Energy kWh	505	0	0	0	505
			Demand kW	1.5	0.0	0.0	0.0	1.5
Space Heating	No	Natural Gas	Energy Therm	3,350	0	0	0	3,350
			Demand MBH	960.3	0.0	0.0	0.0	960.3
Space Cooling	No	Electric	Energy kWh	100,980	0	0	0	100,980
			Demand kW	154.7	0.0	0.0	0.0	154.7
Pumps	No	Electric	Energy kWh	33,386	0	0	0	33,386
			Demand kW	10.9	0.0	0.0	0.0	10.9
Heat Rejection	No	Electric	Energy kWh	0	0	0	0	0
			Demand kW	0.0	0.0	0.0	0.0	0.0
Fans - Interior	No	Electric	Energy kWh	98,445	0	0	0	98,445

LEED 2009 EA Credit 1 Summary Report

SS0821 Hillview Elementary JDRM Engineering

03-21-2014 05:35PM

			Demand kW	77.6	0.0	0.0	0.0	77.6
Receptacle Equipment	Yes	Electric	Energy kWh	59,755	0	0	0	59,755
			Demand kW	30.3	0.0	0.0	0.0	30.3
Baseline Energy Totals	Total Annual Energy Use kBTU			2,157,975	0	0	0	2,157,976
	Annual Process Energy kBTU							203,885
	Process Energy Modeling Compliance							N

⁽¹⁾ This form determines compliance using cost calculations from Section 1.9. Process Energy Costs should be modeled to accurately reflect the proposed building. Process Energy must be the same in the baseline and proposed cases, unless an exceptional calculation is used. Process energy costs must be at least 25% of the total baseline energy costs. Any exceptions must be supported by a narrative and/or other supporting doucmentation.

(2) In this project Process Energy is 11% of total baseline energy cost.

Baseline Energy Costs

Energy Type	Baseline Cost (0 deg rotation) (\$)				
Electric	66,784	0	0	0	66,784
Natural Gas	4,215	0	0	0	4,215
Total Baseline Costs	70,999	0	0	0	70,999

Performance Rating Table - Performance Rating Method Compliance

End Use	Process ?	Baseline Building Units	Baseline Building Results	Proposed Design Energy Type	Proposed Design Units	Proposed Building Results	Percent Savings
Interior Lighting	No	Energy kWh	241,204	Electric	Energy kWh	168,843	30 %
		Demand kW	83.9		Demand kW	58.7	30 %
Space Heating	No	Energy kWh	505	Electric	Energy kWh	49,418	-9678 %
		Demand kW	1.5		Demand kW	174.5	-11241 %
Space Heating	No	Energy Therm	3,350	Natural Gas	Energy Therm	0	100 %
		Demand MBH	960.3		Demand MBH	0.0	100 %
Space Cooling	No	Energy kWh	100,980	Electric	Energy kWh	42,009	58 %
		Demand kW	154.7		Demand kW	59.5	62 %
Pumps	No	Energy kWh	33,386	Electric	Energy kWh	44,295	-33 %
		Demand kW	10.9		Demand kW	6.8	37 %
Heat Rejection	No	Energy kWh	0	Electric	Energy kWh	0	n/a
		Demand kW	0.0		Demand kW	0.0	n/a
Fans - Interior	No	Energy kWh	98,445	Electric	Energy kWh	0	100 %
		Demand kW	77.6		Demand kW	0.0	100 %
Receptacle Equipment	Yes	Energy kWh	59,755	Electric	Energy kWh	59,671	0 %
		Demand kW	30.3		Demand kW	30.3	0 %
Energy Totals	Baselir	ne Total Energy Use (kBTU)	2,157,976	Proposed Total Energy Use (kBTU)		1,242,776	42 %
	Base	line Annual Process Energy (kBTU)	203,885	Proposed Ann	nual Process Energy (kBTU)	203,598	0 %

Hourly Analysis Program v4.80

Energy Cost and Consumption by Energy Type - Performance Rating Method Compliance

	Propose	Proposed Design		e Design
Energy Type	Energy Use	Cost (\$)	Energy Use	Cost (\$)
Electric	364,237 kWh	45,530	534,275 kWh	66,784
Natural Gas	0 Therm	0	3,350 Therm	4,215
Subtotal (Model Outputs)	1,242,776 kBTU	45,530	2,157,976 kBTU	70,999
	Energy Generated	Renewable Energy Cost Savings (\$)		
Total On Site Renewable Energy				
	Energy Savings	Cost Savings (\$)		
Exceptional Calculation Totals				
	Energy Use	Cost (\$)		
Net Proposed Design Total	1,242,776 kBTU	45,530		
	Percent Savings		Energy Use Intensity	
	Energy	Cost	Proposed Design (kBTU/ft²)	Baseline Design (kBTU/ft²)
Summary Data	42.4 %	35.9 %	26.67	46.31

LEED 2009 EA Credit 1 Points Reference Table

New Construction % Cost Savings	Existing Building Renovations % Cost Savings	LEED 2009 Points Awarded
12%	8%	1 pt
14%	10%	2 pt
16%	12%	3 pts
18%	14%	4 pts
20%	16%	5 pts
22%	18%	6 pts
24%	20%	7 pts
26%	22%	8 pts
28%	24%	9 pts
30%	26%	10 pts
32%	28%	11 pts
34%	30%	12 pts
36%	32%	13 pts
38%	34%	14 pts
40%	36%	15 pts
42%	38%	16 pts
44%	40%	17 pts
46%	42%	18 pts
48%	44%	19 pts

Customer Legal Entity Name: Sylvania City School

Site Address: McCord Jr High Principal Address: 4304 N McCord Ave

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	McCord Jr High Lighting Retrofit	Replacing old T12, 100W incadescents and high pressure sodium lamps with energy efficient T8 and cfls significantly decreased energy consumption.	See lighting calculator and engineering calcs	10 to 15 years	N/A

Mercantile Customer Program

Site: 4304 N McCord Ave Rev (4.1.2013)

Customer Legal Entity Name: Sylvania City School

Site Address: McCord Jr High

Principal Address: 4304 N McCord Ave

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	with Energy Efficiency Addbacks, kwh (c) Note 1
			157,745
			158,177
2010	305,400	305,400	345,269
Average	305,400	305,400	220,397

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
1	McCord Jr High Lighting Retrofit	10/01/2010	\$34,138	\$17,069	158,177	158,177	-	\$7,919	\$5,939
					-	-	-		
							-		
					-	-	-		
					-		-		
						-	-		
					-				
		Total	\$34,138		158,177	158,177	0	\$7,919	\$5,939

Weather Adjusted Usage

Eligible

Docket No. 14-0027

Site: 4304 N McCord Ave

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	Utility Avoided Cost \$/MWh	Utility Avoided Cost \$	Utility Cost \$	Cash Rebate \$	Administrator Variable Fee \$	Total Utility Cost \$	UCT
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1	158	\$ 308	\$ 48,763	\$ 4,050	\$5,939	\$1,582	\$ 11,571	4.2

Total	158	\$	308	48,763	4,050	\$5,939	\$1,582	11.571	4.2
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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)

Sylvania City School ~ McCord Jr High Docket No. 14-0027

Site: 4304 N McCord Ave

Project Estimated Annual Savings Summary

Lighting	
Estimated Annual kWh Savings	158,177
Total Change in Connected Load	35.66
Annual Estimated Cost Savings	\$15,817.70
Annual Operating Hours	3,960
Interior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$7,904.40
Exterior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$0.00
Total retrofit CFL Incentive @ \$1/screw-in CFL lamp; \$15/hard- wired CFL lamp (includes all retrofit CFLs, both interior and exterior)	\$15.00
Total retrofit LED Exit Incentive @ \$10/exit sign	\$0.00
Total Lighting Controls Incentive @ \$25/occupancy sensor and \$25/daylight sensor (includes all Lighting Controls, both interior and exterior)	\$0.00
Total Calculated Incentive	\$7,919.40
Total Fixture Quantity excluding retrofit	
CFLs and LED Exit Signs	752
Total Lamp Quantity for retrofit Screw-In CFLs	0
Total Lamp Quantity for retrofit Hard-Wired CFLs	1
Total Fixture Quantity for retrofit LED Exit Signs	0

Please briefly describe how you estimated your coincidence factor (CF) and applicant equivalent full-load hours (EFLH) for facility type "Other" indicated on the Lighting Form tab

0

0

Demand Savings (For Internal Use	27.24
Only)	21.24

Total Quantity for Occupancy Sensors

Total Quantity for Daylight Sensors

Lighting Form

Line New Construction item or Retroft																		
	tion Building Address	Floor Area Description	PROJECT BAS Space Description Interior of Exterior Datum	IC INFORMATION Predominant Space Type	Esserior Lighting Description Area Cooling (Esserior Lighting Only)	Pre Finture Pre Finture Code Pre Watts / E	Pre kW/ Existing	Existing Units Sector A. S. Sector Sect	(MEW CONSTRUCTION) Lighting Power Density (Want)	Baseline kW Post	Post Fixture Code Post Watt	Post kW/	Are Proposed	Proposed Change in	Applicant Co	Coincidence Interactive	Energy Calculations Interactive Pre Post Energy Controls Controls	Demand Applicant Prescribed
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								If multiple fature types are used, please only enter the total					by Code?		Estimate			Extinate
								arealdistance/gly once per space.										
e.c. Retroft e.c. NewConstruction	400 North Street tion Example	2 Office f Restaurant	Other Interior Conference, Meeting or Training Room Extentor	Office - Small Retail - Small	Builing facades (liner fibused) Cooled Stace	2 F44EL 112	0.34 NONE	500 linear ft	2.0	1.00 5	Example CurSheet 2 25	0.17	No OCC Yes DAY	2 017 5 175	84% 89%	84% 24% 89% 34%	12% 0% 20% 12% 0% 0%	0.19 2.608 3.435 2.09 8.760 3.068
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Lighting Form

				PROJECT BASIC	INFORMATION			PRE-INSTAL	LATION (RETROF	m		BASELINE INEW CONST	RUCTION			POST-INC	STALLATION						Energy Calculati	016		
Line New Construction	Building Address Floo	or Area Description	Space Description	Interior or Exterior	Predominant Space Type	Exterior Lighting Description	Area Cooling	Pre Fixture Pre Fixture Code Pre V	Vatts / Pre kW /	Existing	Existing Units		g Power Density	Baseline kW Pr	ost Post Fixture Code	Post Wate/	Past kW/	Are Proposed	Proposed Chi	ngo in Appli		Interactive	Interactive Pr		Demand Appli	Cant Prescribed Annual
tem or Retroft				Fixture		(Exterior Lighting Only)			sure Space		Sensor e.g. Square F	380	(Wlank)	/Space Fix	cture		Space Or	cupancy Centrel		ted Load Coinci			Factor Cont	role Controls	Savings Equir	
									N) (KW)	deples.	Quantity (t ²)			(kW) C	2ey	(M)	(KW)	Sensors drapteen	Quantity (kW) Fac	300	(demand)	(energy) Fac	tor Factor	(kW) Full L	cod Full Load EFLH) Hours
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Customer Legal Entity Name: Sylvania City School

Site Address: Whiteford Elementary
Principal Address: 4740 Whiteford Road

Project		Narrative description of your program including, but not limited to,	Description of methodologies, protocols and practices	What date would you have replaced your equipment if you had not replaced it early? Also, please explain briefly how you	Please describe the less efficient new equipment that you rejected in favor of
No.	Project Name	make, model, and year of any installed and replaced equipment:	used in measuring and verifying project results	determined this future replacement date.	the more efficient new equipment.
1	Whiteford Elementary Lighting Retrofit	Replacing old T12, 100W incadescents and high pressure sodium lamps with energy efficient T8 and cfls significantly decreased energy consumption.	See lighting calculator and engineering calcs	10 to 15 years	N/A

Customer Legal Entity Name: Sylvania City School

Site Address: Whiteford Elementary

Principal Address: 4740 Whiteford Road

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (c) Note 1
2012	438,900 455,100 296,080 396,693	438,900	500,288
2011		455,100	516,656
2010		296,080	311,595
Average		396,693	442.846

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
1	Whiteford Elementary Lighting Retrofit	10/01/2010	\$5,579	\$2,790	61,556	61,556	-	\$3,078	\$2,309
					-	-	-		
						-	-		
					-	-	-		
					-	-	-		
					-	-	-		
					-		-		
		Total	\$5,579		61,556	61,556	0	\$3,078	\$2,309

Docket No. 14-0027

Site: 4740 Whiteford Road

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	Utility Avoided Cost \$/MWh	Utility Avoided Cost \$	Utility Cost \$	Cash Rebate \$	Administrator Variable Fee \$	Total Utility Cost \$	UCT
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1	62	\$ 308	\$ 18,976	\$ 4,050	\$2,309	\$616	\$ 6,974	2.7

Total	62	\$	308	18,976	4,050	\$2,309	\$616	6,974	2.7
	~-	Τ		/	.,	T-/	70-0	-,-	

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)

Sylvania City School ~ Whiteford Elementary Docket No. 14-0027

Site: 4740 Whiteford Road

Lighting Form

	Zone festerior only:	Lighting Zone 3															
#	ine New Construction Building Address Floor Area Description etc. or Retrofit	tion Space Description Interior or Extension Feature	Predominant Space Type Esserior Lighting Description (Esserior Lighting Only)	Area Cooling	Pre-Fixture Code Pre-Watte/ Gey Fixture Code	Pre kW/ Space	Existing Existing Control Sensor e.	Units Lighting Power Density Baseline kW g. Square Feet (Wilselt) / Space	Post Post Fixture Code Post Water P. Fixture Post Fixture P. Fixture Post Fixture P. Fixture Post Fixture Post Fixture P. Fixture Post Fixture Post Fixture P. Fixture Post Fixture Post Fixture Post Fixture P. Fixture Post Fixture Post Fixture P. Fixture Post Fixture P. Fixtu	sct kW / Are Pi Space Occupancy I	oposed Proposed cetrol Sensor	Change in Ap Connected Load Coin	plicant Coincidence Interactive cidence Factor Factor	Interactive Factor (Pre Post Demand Controls Controls Savings	Applicant Equivalent	rescribed Annual I Equivalent Save
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Lighting Form

				PROJECT BASIC	INFORMATION			PRE-INSTAL	LLATION (RETRO)	FITT		BASELINE INEW C	CONSTRUCTION			POST-INST	TALLATION						Energy Calculation	17.6		
Line New Construction	Building Address Floo	or Area Description	Space Description	Interior or Exterior	Predominant Space Type	Exterior Lighting Description	Area Cooling	Pre Fixture Pre Fixture Code Pre V	Watts / Pre kW.	/ Existing	Existing Units		Lighting Power Density	Baseline kW Pr	ost Post Fixture Code	Post Wate/ Po		Are Proposed	Proposed Chang	e in Applica		Interactive	interactive Pro		Demand Applic	ant Prescribed Annual
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Project Estimated Annual Savings Summary

Lighting									
Estimated Annual kWh Savings	61,556								
Total Change in Connected Load	13.88								
Annual Estimated Cost Savings	\$6,155.60								
Annual Operating Hours	3,960								
Interior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$3,077.80								
Exterior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$0.00								
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/occupancy sensor and \$25/daylight sensor (includes all Lighting Controls, both interior and exterior)	\$0.00								
Total Calculated Incentive	\$3,077.80								
Total Fixture Quantity excluding retrofit	400								
CFLs and LED Exit Signs	466								
Total Lamp Quantity for retrofit Screw-In CFLs	0								
Total Lamp Quantity for retrofit Hard- Wired CFLs	0								
Total Fixture Quantity for retrofit LED Evit									

Please briefly describe how you estimated your coincidence factor (CF) and applicant equivalent full-load hours (EFLH) for facility type "Other" indicated on the Lighting Form tab

0

10.60

Demand Savings (For Internal Use	
Only)	

Total Fixture Quantity for retrofit LED Exit Signs

Total Quantity for Occupancy Sensors

Total Quantity for Daylight Sensors

Mercantile Customer Project Commitment Agreement Cash Rebate Option

THIS MERCANTILE CUSTOMER PROJECT COMMITMENT AGREEMENT ("Agreement") is made and entered into by and between The Toledo Edison Company, its successors and assigns (hereinafter called the "Company") and Sylvania City Schools, Taxpayer ID No. 34-6401388 its permitted successors and assigns (hereinafter called the "Customer") (collectively the "Parties" or individually the "Party") and is effective on the date last executed by the Parties as indicated below.

WITNESSETH

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

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

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

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

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

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

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

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

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

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

- a. By committing the Customer Energy Project(s) to the Company, Customer acknowledges and agrees that the Company shall control the use of the kWh and/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:

- 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:
 - i. Customer's failure to comply with the terms and conditions set forth in the Agreement, or its equivalent, within a reasonable period of time after receipt of written notice of such non-compliance;
 - ii. Customer knowingly falsifying any documents provided to the Company or the Commission in connection with this Agreement or the Joint Application.
 - c. In the event of a breach of this Agreement by the Customer, Customer agrees and acknowledges that it will repay to the Company, within 90 days of receipt of written notice of said breach, the full amount of the Cash Rebate paid under this Agreement. This remedy is in addition to any and all other remedies available to the Company by law or equity.
- 4. Termination of Agreement. This Agreement shall automatically terminate:
 - a. If the Commission fails to approve the Joint Agreement;
 - b. Upon order of the Commission; or
 - c. At the end of the life of the last Customer Energy Project subject to this Agreement.

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

- 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: vmnofziger@firstenergycorp.com

If to the Customer:

Sylvania City Schools 4747 N Holland Sylvania Road Sylvania, Ohio 43560 Attn: Ms. Laura K. Sauber Telephone:419-824-8520 Fax:419-824-8527

Email:lsauber@sylvaniaschools.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.

The Toledo Edison Company_
By: Company)
Title V.P. Of Energy Efficiency
Date: 12 30 N
Sylvania City Schools_ (Customer)
By: Huaxalosc
Title: Treasurer/CFO
Date: 9/21/25/3

Affidavit of Sylvania City Schools - Exhibit _A _

STATE OF OHIO)	
)	SS
OUNTY OF Lucas)		

I, Laura K. Sauber ,being first duly sworn in accordance with law, deposes and states as follows:

- 1. I am the Treasurer/CFO of Sylvania City Schools ("Customer") As part of my duties, I oversee energy related matters for the Customer.
- 2. The Customer has agreed to commit certain energy efficiency projects to The Toledo 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 30 day of 50 day, 2013

Robin Rose Robinson Notary Public, State of Ohio My Commission Expires: February 20, 2017

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in

Case No(s). 14-0027-EL-EEC

Summary: Application to Commit Energy Efficiency/Peak Demand Reduction Programs of The Toledo Edison Company and Sylvania City Schools electronically filed by Ms. Jennifer M. Sybyl on behalf of The Toledo Edison Company and Sylvania City Schools