Ohio | Public Utilities Commission

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

Case No.: 17-0303-EL-EEC

Mercantile Customer:	RELX Inc. (f/k/a Reed Elsevier Inc.)
Electric Utility:	Dayton Power & Light
Program Title or Description:	Mercantile Application

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: RELX Inc. (f/k/a Reed Elsevier Inc.)

Principal address: 9333 Springboro Pike
Miamisburg, OH 45342

Address of facility for which this energy efficiency program applies:
9333 Springboro Pike
Miamisburg, OH 45342

Name and telephone number for responses to questions:

Phil Parker
937-272-5976

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

- X 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.
- X Jointly with the electric utility.

B) The electric utility is: **Dayton Power and Light**

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.)
- X 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):

X 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)).

□ Installation of new equipment to replace equipment that needed to be replaced. The customer installed new equipment on the following date(s): ________________.

□ Installation of new equipment for new construction or facility expansion. The customer installed new equipment on the following date(s): ________________.

□ Behavioral or operational improvement.

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

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

Annual savings: 3,530,280 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.

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.

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):

X 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? See Exhibit A.

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

403.0 kW

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

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

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

A) The customer is applying for:

X Option 1: A cash rebate reasonable arrangement.

OR

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

OR

□ Commitment payment

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

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

X A cash rebate of $242,041.80. (Rebate shall not exceed 50% project cost. Attach documentation showing the methodology used to determine the cash rebate value and calculations showing how this payment amount was determined.)

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

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

OR

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

OR

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

Section 6: Cost Effectiveness

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

□ Total Resource Cost (TRC) Test. The calculated TRC value is: ______ (Continue to Subsection 1, then skip Subsection 2)

X Utility Cost Test (UCT). The calculated UCT value is: 2.57 (Skip to Subsection 2.)

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

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

The electric utility's avoided supply costs were _______.

Our program costs were _______.

The incremental measure costs were _______.

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

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

Our avoided supply costs were $623,743.87.

The utility's program costs were $879.72.

The utility's incentive costs/rebate costs were $242,041.80.

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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Case No.: 17-0303-EL-EEC

State of OHIO:

Greg McDonel, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

   Vice President Finance, Lexis Nexis
   [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.

V.P. Finance
Signature of Affiant & Title

Sworn and subscribed before me this 17th day of February, 2017 Month/Year

Nora D. Hillard
Signature of official administering oath

Nora D. Hillard Notary Public
Print Name and Title

My commission expires on

NOTARY PUBLIC STATE OF OHIO
NORA D. HILLARD, Notary Public
In and for the State of Ohio
My Commission Expires July 1, 2017

Self-Direct Program Application

Project Summary

Company Name	Reed Elsevier
Accounts Seeking Rebate Incentive (Building Type; Account #) (Attach additional pages if needed)	[redacted] Office
Annual kWh usage (last 12 months)	21,839,935
Primary Company Contact	Phil Parker
Mailing Address	9333 Springboro Pike
City, State, Zip Code	Miamisburg, OH 45342
Phone Number	937-272-5976
E-Mail	phillip.parker@reedelsevier.com
Secondary Company Contact	
Phone Number	
E-Mail	

Please indicate here if any operating changes have occurred on any of the above listed accounts and describe those changes

N/A

Retrospective Project Listing	Inservice Date	Energy Savings (kWh)	Demand Savings (kW)
Server Virtualization	12/1/2015	3,530,280	403.0
Retrospective Project Total Savings		3,530,280	403.0

Project Cost	**$1,127,037.66**
Custom Rebate Incentive Total	**$322,722.40**
Option 1: Self-Direct Incentive (75% rebate incentive)	**$242,041.80**
Option 2: Buy-down/EER Exemption	**N/A**
Utility (UCT)	**2.57**

kWh and KW Savings

Custom Server Virtualization Project

Baseline kWh	New kWh	kWh Savings	Baseline kW	New kW	kW Savings	kWh Rebate	kW Rebate	Total Rebate	Adj. Incentive
17,686,440	14,156,160	3,530,280	2,019.0	1,616.0	403.0	$ 282,422.40	$ 40,300.00	$322,722.40	$242,041.80

TOTAL MATERIAL AND INSTALLATION COSTS = **$1,127,037.66**
TOTAL REBATE = **$242,041.80**
TOTAL kWh SAVINGS = **3,530,280**
TOTAL KW SAVINGS = **403.0**

EXHIBIT B
MERCANTILE CAPACITY COMMITMENT

Customer Name: RELX Inc. (f/k/a Reed Elsevier Inc.)

This is to acknowledge that the Customer listed above voluntarily commits its right to bid energy efficiency capacity associated with the accompanying Self-Direct Program Application for Mercantile Customers to DP&L, such that DP&L may bid the energy efficiency capacity into the capacity market of a regional transmission organization such as PJM. Customer further acknowledges that the authority to make this peak-demand reduction commitment is granted exclusively to DP&L, and Customer has not and will not commit the demand reduction specified herein to any other entity or electric distribution utility.

By: ______________________

Printed Name: Greg McDonel

Title: V.P. Finance

Date: 2-17-07

DP&L

Self-Direct Program Application and Agreement for Mercantile Customers

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

Customer and Project Eligibility

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

To be eligible, Customer must:

- Have annual consumption of 700,000 kWh or more, at a single or group of Customer facilities; or be a national or regional account with multiple facilities in one or more states.
- Agree to commit energy and demand savings achieved through the Customer's own self-directed projects to DP&L for compliance with peak demand reduction and energy efficiency benchmarks set forth in Section 4928.66 of the Ohio Revised Code.
- Affirm and acknowledge that DP&L has the authority to commit the demand reductions associated with the energy efficiency resources for the purposes of offering the demand reductions into the capacity market of a regional transmission organization such as PJM.

To be eligible, a project must:

- Be installed after January 1, 2014.
- Produce verifiable demand and/or energy reduction.

Application Instructions and Process

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

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

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

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

Self-Direct Program Agreement

This Self-Direct Program Agreement ("Agreement") is entered this 30th day of March, 2017 between Reed Elsevier, ("Customer") and the Dayton Power and Light Company ("DP&L" or the "Company") (collectively "the Parties"). In consideration of the mutual covenants, terms and conditions set forth herein, the parties hereto agree as follows:

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

1. During the term of this Agreement, the Company and the Customer agree to take all reasonable steps necessary to coordinate the integration of the Customer's demand reduction and energy efficiency projects with the Company's demand reduction and energy efficiency programs. These steps, when applicable, are described in the Project Summary, which is attached as Exhibit A.

2. Customer further agrees and acknowledges that Customer maintains the rights to the energy efficiency capacity for purposes of bidding the capacity into the capacity market of a regional transmission organization such as PJM but may elect to voluntarily commit the right to bid energy efficiency capacity to DP&L, such that DP&L could bid the energy efficiency capacity into the capacity market of a regional transmission organization.
   - ☒ By checking this box, Customer hereby opts to commit the demand reductions associated with its energy efficiency resources to DP&L for purposes of bidding the capacity into the capacity market of a regional transmission organization such as PJM (see attached Exhibit B).

3. In consideration for its agreement to commit the energy efficiency and/or demand reduction results for integration into DP&L energy efficiency and/or demand reduction program portfolio, along with other promises set forth herein, Customer will be entitled to one of two options.
   a. Option 1 is a one-time payment and the customer continues to pay the Energy Efficiency Rider. The one-time payment could include one or both of the following:
      i. An incentive payment equal to 75% of the calculated incentive payment under DP&L's prescriptive rebate and custom rebate programs and/or;
      ii. A commitment payment for energy efficiency and/or demand reduction that can count toward DP&L's benchmark compliance target but is not eligible for an incentive.
   b. Option 2 is an exemption from DP&L's EER. The period of exemption is equal to the period of time that the customer achieves, through its own program(s), the energy efficiency and demand reduction benchmarks as set forth in Ohio Revised Code Section 4928.66. Under Option 2, the customer is not entitled to participate in any of DP&L's energy efficiency rebate programs during the exemption period.

   Customer hereby selects **Option 1** for a payment of **$242,041.80** as calculated in Exhibit A.

4. The Parties understand that this Agreement is subject to approval by the Public Utilities Commission of Ohio ("PUCO") and will become effective only upon approval by the PUCO. The Parties further

understand that DP&L may terminate this Agreement should the PUCO deny DP&L recovery of any of the costs associated with the payments made hereunder.

5. Should Customer opt for a one-time payment, this agreement shall be in effect through customer's receipt of incentive payment from DP&L, subject to the provisions of paragraph 11, below, which obligation shall remain in effect for a period of five years of installation.

6. Should Customer opt for an EER exemption, this agreement shall be in effect through the period of exemption (not to exceed 24 months) unless otherwise canceled by either party with 30 days notice, but subject to the provisions of paragraph 11, below, which obligation shall remain in effect for a period of five years of installation. This Agreement will terminate immediately if not approved, in whole and without modification, by the PUCO.

7. Customer represents to the best of its knowledge that all of the information submitted to DP&L through the Self-Direct Program application process and in connection with this Agreement, including without limitation, Exhibit A to this Agreement, is true and accurate. Customer understands that DP&L is expressly relying upon this representation as a condition of entering into this Agreement.

8. For purposes of this agreement, "Energy Efficiency," "Demand Response," "Measure" and "Programs" have the same meaning as set forth in Ohio Administrative Code §4901:1-39-01.

9. Customer understands and agrees that eligible Projects must produce verifiable and consistent demand and/or energy reductions through an increase in energy efficiency, load shifting technologies, or demand response activities. Customers opting for an exemption agree to prepare an annual report which shall include, at a minimum, all information as required by Ohio Administrative Code §4901:1-39-08 as modified from time to time. The Customer will provide that report to the Company and the Staff of the Public Utilities Commission of Ohio ("Commission Staff") no later than February 15 of each year during the term of this Agreement. In addition, Customer agrees to make reasonable efforts to comply with any request by Commission Staff or DP&L for additional information, supporting detail, calculations, manufacturer specifications or any other information they deem necessary. Customer agrees that information in this report will be subject to review by the PUCO and that any information provided will continue to be treated as described in paragraph 12.

10. Customer grants permission to DP&L and Commission Staff to measure and verify energy savings and/or peak demand reductions resulting from customer-sited projects and resources. DP&L uses methodologies, protocols and/or practices that conform to the general principals of the International Performance Measurement Verification Protocol (IPMVP) in order to justify the energy savings and/or demand reductions.

11. Customer understands and agrees that in order to qualify for the benefits under this agreement, all retrospective energy efficiency/demand response Projects must have been installed and operating no earlier than January 1, 2014 and must be operating at the time this Agreement takes effect.

12. Customer agrees to permit DP&L or its contractors/agents access, upon reasonable notice, to inspect the Project, its installation and/or operations at various times within five years of installation. DP&L reserves the right to randomly inspect Customer facilities for installation of energy

efficiency/demand response measures and will need access to survey the installed Project. Customer understands and agrees that Project installations may also be subject to inspections by the PUCO or its designee, and photographs of the Project may be required. If an inspection finds that the Customer did not comply with DP&L's Program or PUCO rules and requirements, all or a portion of any benefits received under this agreement are subject to repayment to DP&L.

13. Customer understands and agrees that in order to qualify as a demand reduction from efficiency and load shifting, measures are required to show that the impact of such measures provide a reduction regularly during the summer months (June – August) on weekdays (Monday – Friday) between the hours 12pm – 6pm. Other acceptable demand savings may include participation in PJM demand response programs.

14. The Parties understand that some of the documentation and verification information relating to this Agreement may be confidential. Except as otherwise described herein, DP&L will not disclose information deemed by the Customer to be confidential except under an appropriate protective agreement, a protective order issued by the PUCO pursuant to §4901-1-24 of the Ohio Administrative Code, or other processes employed by Commission Staff designed to ensure confidentiality. By executing this Agreement, Customer acknowledges and agrees that DP&L may disclose to the PUCO or Commission Staff any and all confidential documentation and verification information provided by Customer in the Self-Direct Program application process and/or related to this Agreement provided that DP&L uses reasonable efforts to protect the confidentiality of such information as described in this paragraph or by filing such information under seal.

15. The Parties recognize that DP&L does not guarantee energy reductions and does not make any warranties associated with Customer's demand reduction/energy efficiency measures or equipment. Furthermore, only Customer can judge the overall feasibility and benefit of the Project to Customer's business.

16. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and/or assigns, but Customer shall not transfer or assign any of the rights hereby granted to any non-affiliated third-party without the prior written consent of DP&L.

17. Neither Party shall be liable to the other for any expenses, loss or damage resulting from delays or prevention of performance arising from a Force Majeure. "Force Majeure" shall mean acts of God, riots, labor or material shortages, act(s) by any government, governmental body or instrumentality or regulatory agency (including delay or failure to act in the issuance of approvals, permits or licenses), fires, explosions, floods, breakdown or damage to plants, equipment or facilities, or other causes of similar nature which are beyond the reasonable control of the party. The party affected by Force Majeure shall give notice to the other party as promptly as practical of the nature and probable duration of such Force Majeure, with the effect of such Force Majeure eliminated insofar as possible with all reasonable dispatch. The performance by the Parties hereunder shall be excused only to the extent made necessary by the Force Majeure condition, provided that neither party shall be required pursuant to this Agreement to rebuild all or a major portion of its facilities which are destroyed or substantially impaired by a Force Majeure event.

18. No modification of this Agreement is effective unless reduced to writing, signed by both Parties, and approved by the PUCO.

AGREED TO AND ACCEPTED BY:

Customer: RELX Inc.(f/k/a Reed Elsevier Inc.)

By: [signature]

Name: V.P.F. Greg McDonald

Title: V.P. Finance

Date: 2-17-17

THE DAYTON POWER AND LIGHT COMPANY

By: [signature]

Name: Tom Raga

Title: President

Date: 3-30-17

SSC 2/23/17
TDT 2/23/17