



Public Utilities Commission

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

Case No.: 18-0021-EL-EEC

Mercantile Customer: General Motors Company

Electric Utility: The Cleveland Electric Illuminating Company

**Program Title or
Description:** GM Parma Lighting Retrofit

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

Completed applications requesting the cash rebate reasonable arrangement option 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 for a period of up to 12 months will also qualify for the 60-day automatic approval. However, all applications requesting an exemption from the EEDR rider for longer than 12 months must provide additional information, as described within the Historical Mercantile Annual Report Template, that demonstrates additional energy savings and the continuance of the Customer's energy efficiency program. This information must be provided to the Commission at least 61 days prior to the termination of the initial 12 month exemption period to prevent interruptions in the exemption period.

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 altered or 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: General Motors Company

Principal address: 300 Renaissance Center, Detroit, MI. 48265-3000

Address of facility for which this energy efficiency program applies: 5400 Chevrolet Blvd, Parma, OH 44130

Name and telephone number for responses to questions: Ronald Foreman 419-610-1544

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

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

Section 2: Application Information

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

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

B) The electric utility is: The Cleveland Electric Illuminating Company

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

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

Section 3: Energy Efficiency Programs

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

- ☒ Early replacement of fully functioning equipment with new equipment. (Provide the date on which the customer replaced fully functioning equipment, and the date on which the customer would have replaced such equipment if it had not been replaced early. Please include a brief explanation for how the customer determined this future replacement date (or, if not known, please explain why this is not known)). **If Checked, Please see Exhibit 1 and Exhibit 2**
- ☐ Installation of new equipment to replace failed equipment which has no useful life remaining. 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: Project#1: 355,331 kWh
Project#2: 812,749 kWh
TOTAL: 1,168,080 kWh

- 2) If you checked the box indicating that the customer installed new equipment to replace failed equipment which had no useful life remaining, then calculate the annual savings [(kWh used by new standard equipment) - (kWh used by the optional 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 standard new equipment) - (kWh used by optional 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.

Annual savings: _____ kWh

Section 4: Demand Reduction/Demand Response Programs

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

- ☐ This project does not include peak demand reduction savings.
- ☒ 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?

Project#1: 9/30/2016

Project#2: 6/30/2016

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

Project #1: 59kW -- See file 18-0021_GM_CEI_Lighting1.pdf
Project#2: 133 kW -- See file 18-0021_GM_CEI_Lighting2.pdf
TOTAL: 192kW

Section 5: Request for Cash Rebate Reasonable Arrangement, Exemption from Rider, or Commitment Payment

Under this section, check all boxes that apply and fill in all corresponding blanks.

A) The customer is applying for:

☐ A cash rebate reasonable arrangement.

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

☐ Commitment payment

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

A cash rebate reasonable arrangement.

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

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.)

☒ 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 12 month period, the customer will need to complete, and file within this application, the Historical Mercantile Annual Report

Template to verify the projects energy savings are persistent.

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

Section 6: Cost Effectiveness

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

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

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

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

The electric utility's avoided supply costs were _____.

Our program costs were _____.

The incremental measure costs were _____.

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

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

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

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

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

Section 7: Additional Information

Please attach the following supporting documentation to this application:

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



Public Utilities
Commission

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

Case No.: 18-0021-EL-EEC

State of Ohio :

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

1. I am the duly authorized representative of:

GENERAL Motors

[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.

Michael S. Sadul

Signature of Affiant & Title

Sworn and subscribed before me this 21 day of NOVEMBER, 2017 Month/Year

Joe C. Corn

Signature of official administering oath

JOE C. CORN

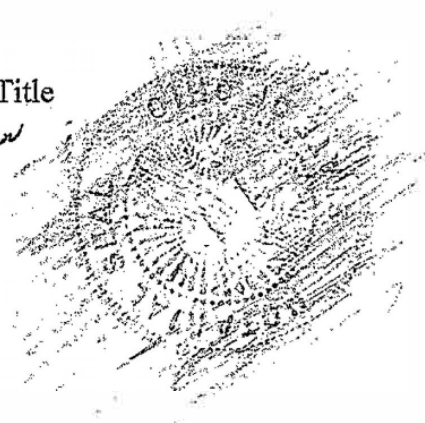
Notary Public, State of Ohio

My Commission Expires Dec. 25, 2021

My commission expires on _____

Print Name and Title

JOE C CORN
NOTARY



Customer Legal Entity Name: General Motors
 Site Address: General Motors Metal Center
 Principal Address: 5400 Chevrolet Blvd

Project No.	Project Name	Narrative description of your program including, but not limited to, make, model, and year of any installed and replaced equipment:	Description of methodologies, protocols and practices used in measuring and verifying project results	What date would you have replaced your equipment if you had not replaced it early? Also, please explain briefly how you determined this future replacement date.		Please describe the less efficient new equipment that you rejected in favor of the more efficient new equipment.
1	Lighting Retrofit	Project includes relighting interior lighting with LED technology. Base equipment was primarily T12 and T8 fluorescent. In addition there were halogen and mercury vapor. New equipment includes 22 watt LED Starco tubes and some new Lithonia fixtures.	Lighting inventory was performed with pre & post ECM fixture consumption and demand utilized in store. Specified retrofits and replacements of the existing lamps. Electrical Usage (kWh) = (Number of fixtures x watts per fixture x Operating hours) Electrical Demand (kWd) = (Number of fixtures x watts per fixture) ; Electrical Energy Cost = (kWh x \$/kwh) ; Existing kWh - Retrofit kWh = Savings. See attached documentation for details. Calculations based on physical assessment of operational factors and commonly accepted usage assumptions.	N/A	N/A	
2	Lighting Retrofit	Project includes relighting interior lighting with LED technology. Base equipment was 6 lamp T8 fluorescent. New equipment includes 22 watt LED Starco tubes.	Lighting inventory was performed with pre & post ECM fixture consumption and demand utilized in store. Specified retrofits and replacements of the existing lamps. Electrical Usage (kWh) = (Number of fixtures x watts per fixture x Operating hours) Electrical Demand (kWd) = (Number of fixtures x watts per fixture) ; Electrical Energy Cost = (kWh x \$/kwh) ; Existing kWh - Retrofit kWh = Savings. See attached documentation for details. Calculations based on physical assessment of operational factors and commonly accepted usage assumptions.	N/A	N/A	

Customer Legal Entity Name: General Motors
Site: General Motors Metal Center
Principal Address: 5400 Chevrolet Blvd

[illegible]

Customer Eligible Exemption Period: 65 Month(s)

(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.

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

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Exhibit 3

UCT = Utility Avoided Costs / Utility Costs

Project	Utility Avoided Cost \$ (A)	Utility Cost \$ (B)	Cash Rebate \$ (C)	Administrator Variable Fee \$ (D)	Total Utility Cost \$ (E)	UCT (F)
1	\$ 176,333	\$ 2,025	\$ 13,325	\$ 3,553	\$ 18,904	9.3
2	\$ 403,327	\$ 2,025	\$ 30,478	\$ 8,127	\$ 40,630	9.93
Total	579,660	4,050	43,803	\$11,681	59,534	9.7

Notes

- (A) Represents NPV of avoided energy and capacity costs over a 10 year life multiplied by the annual project savings.
- (B) 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.
- (C) This is the amount of the Rebate Payment paid to the customer for this
- (D) Based on approximate Administrator's variable compensation for purposes of calculating the UCT, actual compensation may be less.
- (E) = (B) + (C) + (D)
- (F) = (A) / (E)

General Motors ~ General Motors Metal Center**Docket No.** 18-0021**Site:** 5400 Chevrolet Blvd

Project Overview										Financial Summary										Operational Metrics										Compliance & Risk									
Project Details					Budget & Spend					Revenue & Profit					Key Indicators					Quality Control					Safety & Health					Environmental Impact									
ID	Name	Status	Start Date	End Date	Budget	Actual	Variance	Forecast	Revenue	Profit	Margin	ROI	Efficiency	Throughput	Defect Rate	Customer Sat.	Compliance Score	Risk Level	Incidents	First Aid	Lost Time	Environmental Score	Carbon Footprint	Waste Recycled															
001	Project Alpha	Completed	2023-01-01	2023-03-31	1000000	980000	-20000	1050000	1200000	200000	16.7%	15.2%	85%	1200 units/hr	0.5%	92%	95%	Low	2	1	0 days	85%	120 tons	500 kg															
002	Project Beta	In Progress	2023-04-01	2023-06-30	800000	750000	-50000	820000	900000	80000	8.9%	8.1%	78%	950 units/hr	1.2%	88%	90%	Medium	5	3	2 days	78%	95 tons	300 kg															
003	Project Gamma	On Hold	2023-07-01	2023-09-30	600000	600000	0	600000	650000	50000	8.3%	7.5%	65%	700 units/hr	0.8%	80%	88%	Low	1	0	0 days	70%	70 tons	200 kg															
004	Project Delta	Planned	2023-10-01	2023-12-31	500000	0	-500000	500000	550000	50000	9.1%	8.3%	55%	600 units/hr	0.3%	75%	85%	Low	0	0	0 days	60%	60 tons	150 kg															
005	Project Epsilon	Completed	2022-11-01	2023-02-28	700000	720000	20000	750000	800000	50000	7.1%	6.3%	70%	800 units/hr	0.7%	85%	90%	Medium	3	2	1 day	75%	80 tons	250 kg															

Project Estimated Summary									
Project Summary									
Project Name	Project Manager	Project Start Date	Project End Date	Project Status	Project Budget	Project Actual Cost	Project Variance	Project ROI	Project Risk
Project A	John Doe	2023-01-01	2023-03-31	Completed	\$100,000	\$95,000	\$5,000	5%	Low
Project B	Jane Smith	2023-04-01	2023-06-30	In Progress	\$200,000	\$180,000	\$20,000	10%	Medium
Project C	Mike Johnson	2023-07-01	2023-09-30	On Hold	\$150,000	\$150,000	\$0	0%	High
Project D	Sarah Brown	2023-10-01	2023-12-31	Planned	\$300,000	\$0	\$300,000	0%	Medium
Project E	David White	2024-01-01	2024-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project F	Emily Green	2024-04-01	2024-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project G	Chris Black	2024-07-01	2024-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project H	Alexander Grey	2024-10-01	2024-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project I	Olivia Blue	2025-01-01	2025-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project J	Benjamin Yellow	2025-04-01	2025-06-30	Planned	\$150,000	\$0	\$150,000	0%	Medium
Project K	Sophia Purple	2025-07-01	2025-09-30	Planned	\$200,000	\$0	\$200,000	0%	High
Project L	Lucas Pink	2025-10-01	2025-12-31	Planned	\$280,000	\$0	\$280,000	0%	Medium
Project M	Mia Orange	2026-01-01	2026-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project N	Noah Green	2026-04-01	2026-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project O	Aria Blue	2026-07-01	2026-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project P	Leo Yellow	2026-10-01	2026-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project Q	Isabella Purple	2027-01-01	2027-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project R	Ethan Pink	2027-04-01	2027-06-30	Planned	\$150,000	\$0	\$150,000	0%	Medium
Project S	Ava Orange	2027-07-01	2027-09-30	Planned	\$200,000	\$0	\$200,000	0%	High
Project T	Oliver Green	2027-10-01	2027-12-31	Planned	\$280,000	\$0	\$280,000	0%	Medium
Project U	Charlotte Blue	2028-01-01	2028-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project V	William Yellow	2028-04-01	2028-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project W	Amelia Purple	2028-07-01	2028-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project X	James Pink	2028-10-01	2028-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project Y	Harper Orange	2029-01-01	2029-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project Z	Elijah Green	2029-04-01	2029-06-30	Planned	\$150,000	\$0	\$150,000	0%	Medium
Project AA	Evelyn Blue	2029-07-01	2029-09-30	Planned	\$200,000	\$0	\$200,000	0%	High
Project AB	Robert Yellow	2029-10-01	2029-12-31	Planned	\$280,000	\$0	\$280,000	0%	Medium
Project AC	Sophia Purple	2030-01-01	2030-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project AD	Benjamin Pink	2030-04-01	2030-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project AE	Aria Orange	2030-07-01	2030-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project AF	Leo Green	2030-10-01	2030-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project AG	Isabella Blue	2031-01-01	2031-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project AH	Ethan Yellow	2031-04-01	2031-06-30	Planned	\$150,000	\$0	\$150,000	0%	Medium
Project AI	Ava Purple	2031-07-01	2031-09-30	Planned	\$200,000	\$0	\$200,000	0%	High
Project AJ	Oliver Pink	2031-10-01	2031-12-31	Planned	\$280,000	\$0	\$280,000	0%	Medium
Project AK	Charlotte Orange	2032-01-01	2032-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project AL	William Green	2032-04-01	2032-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project AM	Amelia Blue	2032-07-01	2032-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project AN	James Yellow	2032-10-01	2032-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project AO	Harper Purple	2033-01-01	2033-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project AP	Elijah Pink	2033-04-01	2033-06-30	Planned	\$150,000	\$0	\$150,000	0%	Medium
Project AQ	Evelyn Orange	2033-07-01	2033-09-30	Planned	\$200,000	\$0	\$200,000	0%	High
Project AR	Robert Green	2033-10-01	2033-12-31	Planned	\$280,000	\$0	\$280,000	0%	Medium
Project AS	Sophia Blue	2034-01-01	2034-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project AT	Benjamin Yellow	2034-04-01	2034-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project AU	Aria Purple	2034-07-01	2034-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project AV	Leo Pink	2034-10-01	2034-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project AW	Isabella Orange	2035-01-01	2035-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project AX	Ethan Green	2035-04-01	2035-06-30	Planned	\$150,000	\$0	\$150,000	0%	Medium
Project AY	Ava Blue	2035-07-01	2035-09-30	Planned	\$200,000	\$0	\$200,000	0%	High
Project AZ	Oliver Yellow	2035-10-01	2035-12-31	Planned	\$280,000	\$0	\$280,000	0%	Medium
Project BA	Charlotte Purple	2036-01-01	2036-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project BB	William Pink	2036-04-01	2036-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project BC	Amelia Orange	2036-07-01	2036-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project BD	James Green	2036-10-01	2036-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project BE	Harper Blue	2037-01-01	2037-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project BF	Elijah Yellow	2037-04-01	2037-06-30	Planned	\$150,000	\$0	\$150,000	0%	Medium
Project BG	Evelyn Purple	2037-07-01	2037-09-30	Planned	\$200,000	\$0	\$200,000	0%	High
Project BH	Robert Pink	2037-10-01	2037-12-31	Planned	\$280,000	\$0	\$280,000	0%	Medium
Project BI	Sophia Orange	2038-01-01	2038-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project BJ	Benjamin Green	2038-04-01	2038-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project BK	Aria Blue	2038-07-01	2038-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project BL	Leo Yellow	2038-10-01	2038-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project BM	Isabella Purple	2039-01-01	2039-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project BN	Ethan Pink	2039-04-01	2039-06-30	Planned	\$150,000	\$0	\$150,000	0%	Medium
Project BO	Ava Orange	2039-07-01	2039-09-30	Planned	\$200,000	\$0	\$200,000	0%	High
Project BP	Oliver Green	2039-10-01	2039-12-31	Planned	\$280,000	\$0	\$280,000	0%	Medium
Project BQ	Charlotte Blue	2040-01-01	2040-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project BR	William Yellow	2040-04-01	2040-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project BS	Amelia Purple	2040-07-01	2040-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project BT	James Pink	2040-10-01	2040-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project BU	Harper Orange	2041-01-01	2041-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project BV	Elijah Green	2041-04-01	2041-06-30	Planned	\$150,000	\$0	\$150,000	0%	Medium
Project BW	Evelyn Blue	2041-07-01	2041-09-30	Planned	\$200,000	\$0	\$200,000	0%	High
Project BX	Robert Yellow	2041-10-01	2041-12-31	Planned	\$280,000	\$0	\$280,000	0%	Medium
Project BY	Sophia Purple	2042-01-01	2042-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project BZ	Benjamin Pink	2042-04-01	2042-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project C0	Aria Orange	2042-07-01	2042-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project C1	Leo Green	2042-10-01	2042-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project C2	Isabella Blue	2043-01-01	2043-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project C3	Ethan Yellow	2043-04-01	2043-06-30	Planned	\$150,000	\$0	\$150,000	0%	Medium
Project C4	Ava Purple	2043-07-01	2043-09-30	Planned	\$200,000	\$0	\$200,000	0%	High
Project C5	Oliver Pink	2043-10-01	2043-12-31	Planned	\$280,000	\$0	\$280,000	0%	Medium
Project C6	Charlotte Orange	2044-01-01	2044-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project C7	William Green	2044-04-01	2044-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project C8	Amelia Blue	2044-07-01	2044-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project C9	James Yellow	2044-10-01	2044-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project CA	Harper Purple	2045-01-01	2045-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project CB	Elijah Pink	2045-04-01	2045-06-30	Planned	\$150,000	\$0	\$150,000	0%	Medium
Project CC	Evelyn Orange	2045-07-01	2045-09-30	Planned	\$200,000	\$0	\$200,000	0%	High
Project CD	Robert Green	2045-10-01	2045-12-31	Planned	\$280,000	\$0	\$280,000	0%	Medium
Project CE	Sophia Blue	2046-01-01	2046-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project CF	Benjamin Yellow	2046-04-01	2046-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project CG	Aria Purple	2046-07-01	2046-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project CH	Leo Pink	2046-10-01	2046-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project CI	Isabella Orange	2047-01-01	2047-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project CJ	Ethan Green	2047-04-01	2047-06-30	Planned	\$150,000	\$0	\$150,000	0%	Medium
Project CK	Ava Blue	2047-07-01	2047-09-30	Planned	\$200,000	\$0	\$200,000	0%	High
Project CL	Oliver Yellow	2047-10-01	2047-12-31	Planned	\$280,000	\$0	\$280,000	0%	Medium
Project CM	Charlotte Purple	2048-01-01	2048-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project CN	William Pink	2048-04-01	2048-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project CO	Amelia Orange	2048-07-01	2048-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project CP	James Green	2048-10-01	2048-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project CQ	Harper Blue	2049-01-01	2049-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project CR	Elijah Yellow	2049-04-01	2049-06-30	Planned	\$150,000	\$0	\$150,000	0%	Medium
Project CS	Evelyn Purple	2049-07-01	2049-09-30	Planned	\$200,000	\$0	\$200,000	0%	High
Project CT	Robert Pink	2049-10-01	2049-12-31	Planned	\$280,000	\$0	\$280,000	0%	Medium
Project CU	Sophia Orange	2050-01-01	2050-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project CV	Benjamin Green	2050-04-01	2050-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project CW	Aria Blue	2050-07-01	2050-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project CX	Leo Yellow	2050-10-01	2050-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project CY	Isabella Purple	2051-01-01	2051-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project CZ	Ethan Pink	2051-04-01	2051-06-30	Planned	\$150,000	\$0	\$150,000	0%	Medium
Project D0	Ava Orange	2051-07-01	2051-09-30	Planned	\$200,000	\$0	\$200,000	0%	High
Project D1	Oliver Green	2051-10-01	2051-12-31	Planned	\$280,000	\$0	\$280,000	0%	Medium
Project D2	Charlotte Blue	2052-01-01	2052-03-31	Planned	\$120,000	\$0	\$120,000	0%	Low
Project D3	William Yellow	2052-04-01	2052-06-30	Planned	\$180,000	\$0	\$180,000	0%	Medium
Project D4	Amelia Purple	2052-07-01	2052-09-30	Planned	\$250,000	\$0	\$250,000	0%	High
Project D5	James Pink	2052-10-01	2052-12-31	Planned	\$350,000	\$0	\$350,000	0%	Medium
Project D6	Harper Orange	2053-01-01	2053-03-31	Planned	\$100,000	\$0	\$100,000	0%	Low
Project D7	Elijah Green	2053-0							

Mercantile Customer Project Commitment Agreement
Exemption Option

THIS MERCANTILE CUSTOMER PROJECT COMMITMENT AGREEMENT ("Agreement") is made and entered into by and between The Cleveland Electric Illuminating Company, its successors and assigns (hereinafter called the "Company") and General Motors Company, 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 annual energy efficiency and peak demand reduction ("EE&PDR") benchmarks; and

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

WHEREAS, Customer has certain customer-sited demand reduction, demand response, or energy efficiency project(s) as set forth in attached Exhibit 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 and consistent with the Statute, desires to pursue exemption from paying charges included in the Company's then current cost recovery mechanism (hereinafter, "Rider DSE") as approved by the Public Utilities Commission of Ohio ("Commission") for recovery of the DSE2 costs associated with the Company Plan; and is committing the Customer Energy Project(s) as a result of such exemption.

WHEREAS, Customer's decision to commit its Customer Energy Project(s) to the Company for inclusion in the Company Plan has been reasonably encouraged by the possibility of an exemption; and

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

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

1. **Customer Energy Projects.** Customer hereby commits to the Company and Company accepts for integration into the Company Plan the Customer Energy Project(s) set forth on attached Exhibit 1. Said commitment shall be for the life of the Customer Energy Project(s). Company will incorporate said project(s) into the Company Plan to the extent that such projects qualify. In so committing, 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 kW reductions resulting from said projects for purposes of complying with the Statute. By committing the Customer Energy Project(s), Customer has the ability to either:
- i. Take ownership of the Energy Efficiency resource credits resulting from their Customer Energy Project(s) and may be able to bid - or sell - the Energy Efficiency resource credits into the market operated by the grid operator, PJM Interconnection, Inc. (PJM), provided several prerequisites are met; or
 - ii. Allow the Company to take ownership of the Energy Efficiency resource credits associated with their Customer Energy Project(s). The Company 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

Please indicate your preference as to the treatment of your Energy Efficiency resource credits:

- ☒ Customer would like to retain ownership of its Energy Efficiency resource credits.
- ☐ Customer assigns ownership of its Energy Efficiency resource credits to Company for purposes of bidding these credits into PJM.

- b. The Company acknowledges that some of Customer's Energy Projects contemplated in this paragraph may have been performed under certain other federal and/or state programs in which certain parameters are required to be maintained in order to retain preferential financing or other government benefits (individually and collectively as applicable, "Benefits"). In the event that the use of any such project by the Company in any way affects such Benefits, and upon written request from the Customer, Company will release said Customer's Energy Project(s) to the extent necessary for Customer to meet the prerequisites for such Benefits. Customer acknowledges that such release (i) may affect Customer's exemption benefits discussed in Article 3 below; and (ii) will not affect any of Customer's other requirements or obligations, including without limitation any reporting requirements, as set forth herein.
- c. Any future Customer Energy Project(s) committed by Customer shall be subject to a separate application and, upon approval by the Commission, said projects shall become part of this Agreement.
- d. Customer will provide Company or Company's agent(s) with reasonable assistance in the preparation of a joint application for approval of this Agreement ("Joint Application") that will be filed with the Commission, with such Joint Application being consistent with then current Commission requirements.
- e. Upon written request and reasonable advance notice, Customer will grant employees or authorized agents of either the Company or the Commission reasonable, pre-arranged access to the Customer Energy Project(s) for purposes of measuring and verifying energy savings and/or peak demand reductions resulting from the Customer Energy Project(s). It is expressly agreed that consultants of either the Company or the Commission are their respective authorized agents.

2. **Joint Application to the Commission.** The Parties will submit the Joint Application using the Commission's standard "Application to Commit Energy Efficiency/Peak Demand Reduction Programs" in which they will seek the Commission's approval of (i) this Agreement; (ii) the commitment of the Customer Energy Project(s) for inclusion in the Company Plan; and (iii) the Customer's exemption from paying the DSE2 charge of the Company's Rider DSE.

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

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

3. **Customer Exemption and Annual Report.** Upon Commission approval of the request for exemption, the Company will exempt Customer from paying any Rider DSE charges consistent with any Commission directives as set forth in the Commission's Finding and Order approving the Joint Application. Such exempt status shall apply to those accounts identified by Customer that pertain to those Customer sites with one or more Customer Energy Project(s) approved for integration into the Company Plan by the Commission in the Joint Application.

- a. For purposes of this Agreement, a "site" shall be a single location with one or more facilities. As examples only, a site includes an industrial plant, a hospital complex or a university located on one or more parcels of land, provided that said parcels are contiguous.
- b. For purposes of this Agreement, an "account" shall be as defined by the Company through its normal business practices. Any account identified by Customer shall be eligible for exemption, provided that said account pertains to a specific site with at least one Customer Energy Project that qualifies Customer for exemption from paying Rider DSE charges.
- c. Any new accounts created at a site on which there is already an approved Customer Energy Project shall, at the option of the Customer, be included within the exemption granted under said project, and shall be included for purposes of calculating future eligibility for exemption under the project. Any such election shall become effective in the first billing cycle after March 15th following identification of said account in the annual report required under Section 3(d)(iii) below.
- d. Customer acknowledges and agrees that if it desires to pursue such exempt status, as evidenced in the Joint Application, Customer is obligated to provide to the Company an annual report on the energy savings and peak-demand reductions achieved by the Customer Energy Project(s) on a calendar year basis. Company shall provide Customer with such information as it may require, that is in Company's possession, for the purposes of preparing such report. Company shall provide a template for Customer to use in preparing the annual report and shall make available a designated Company representative to answer questions.
 - i. Said report shall be submitted annually on or before January 31 of each year after Commission approval of the Joint Application.
 - ii. Said report shall provide all information required under the Rules, and where the requirements of the Rules conflict with a requirement under this Agreement or the Joint Application, the requirements of the Rules shall control.

iii. Said report shall, at a minimum, include the following information for each Customer Energy Project that has been approved by the Commission:

1. A demonstration that the energy savings and peak-demand reductions associated with the Customer Energy Project(s) meet the total resource cost test or that the Company's avoided cost exceeds the cost to the Company for the Customer's program;
2. A statement distinguishing programs implemented before and after January 1 of the current year;
3. A quantification of the energy savings or peak-demand reductions for programs initiated prior to 2009 in the baseline period;
4. A recognition that the Company's baselines have been increased by the amount of mercantile customer energy savings and demand reductions;
5. A listing and description of the Customer Energy Projects that have been implemented, which provides the detail required by the Rules;
6. An accounting of expenditures made by the mercantile customer for each program and its component energy savings and peak-demand reduction attributes; and
7. A timeline showing when each Customer Energy Project went into effect and when the energy savings and peak-demand reductions occurred.
8. Any other information reasonably necessary for the Company to (i) verify Customer's continued eligibility for exemption from paying Rider charges; and (ii) report in the Company's annual status report to the Commission the EE&PDR results related to each Customer Energy Project.

e. Customer's exemption shall automatically terminate:

- i. At the end of the exemption period as determined by the Commission
- ii. Upon order of the Commission or pursuant to any Commission rule;
- iii. If Customer fails to comply with the terms and conditions set forth in the Company's then current Rider DSE, or its equivalent, as amended from time to time by the Commission, within a reasonable period of time after receipt of written notice of such non-compliance;
- iv. If it is discovered that Customer knowingly falsified any documents provided to the Company or the Commission in connection with this Agreement or the Joint Application. In such an instance, Company reserves the right to recover any exempted rider charges from the date of approval of the Joint Application through the date said exemption is terminated; or
- v. If Customer fails to submit the annual report required in (d) above. In such an instance, Company reserves the right to recover any exempted rider charges from the date of approval of the Joint Application through the date said exemption is terminated. It is expressly agreed that this provision shall not apply should said report contain errors, provided that the submission of said report is made in good

faith. It is further agreed that the Company will provide written notice of the date on which said report is due at least thirty (30) days prior thereto.

- f. Company reserves the right to recover from Customer any Rider DSE charges incurred by Customer after the date Customer's exemption terminates.

3. Termination of Agreement. This Agreement shall automatically terminate:

- a. If the Commission fails to approve this Agreement through the Joint Application;
- b. Upon order of the Commission; or
- c. At the end of the life of the last Customer Energy Project subject to this Agreement.

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

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

4. 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.

5. **Taxes.** Customer shall be responsible for all tax consequences (if any) arising from the application of the exemption.
6. **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: Mercantile Energy Efficiency Program A-GO-8
Telephone: 330 384 4504
Fax: 330 777 6051
Email:mercantile@firstenergycorp.com

If to the Customer:

General Motors Company
300 Renaissance Center
Detroit MI 48265-3000
Attn:Ronald Foreman
Telephone:419-610-1544
Fax:
Email:Ronald.j.foreman@gm.com

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.

7. **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.
8. **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.
9. **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.
10. **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.
11. **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.

12. **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.
13. **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 Cleveland Electric Illuminating Company
(Company)

By: Jah C. Dargatzis

Title: VP of Energy Efficiency

Date: 1-26-18

General Motors company_
(Customer)

By: Michael E. Siskind

Title: FACILITY AREA MANAGER

Date: 11/21/17

Affidavit of General Motors Company – Exhibit A

STATE OF OHIO

COUNTY OF Cuyahoga)

SS:


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

1. I am the Title of General Motors Company "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 Cleveland Electric Illuminating 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 a Rider Exemption ("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 21 day of NOV, 2017


Notary

JOE G. CORN
Notary Public, State of Ohio
My Commission Expires Dec. 25, 2021



This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

2/2/2018 3:30:19 PM

in

Case No(s). 18-0021-EL-EEC

Summary: Application to Commit Energy Efficiency/Peak Demand Reduction Programs of The Cleveland Electric Illuminating Company and General Motors Company electronically filed by Ms. Jennifer M. Sybyl on behalf of The Cleveland Electric Illuminating Company and General Motors Company