

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

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Case No.: 13-0368-EL-EEC

Mercantile Customer: Forest City Residential Management, Inc.

Electric Utility: The Cleveland Electric Illuminating Company

Program Title or

Project 1 - Exterior Lighting 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.

Revised March 1, 2013

Section 1: Mercantile Customer Information

Name: Independence Place Apartments Principal address: 50 Public Square, Suite 1060 Cleveland, Ohio 44113 Address of facility for which this energy efficiency program applies: 9231 Independence Blvd., Parma Heights, OH 44130 Name and telephone number for responses to questions: Mitali Shah 216-622-6210 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** The customer is filing this application (choose which applies): Individually, without electric utility participation. Jointly with the electric utility. The electric utility is: The Cleveland Electric Illuminating Company B) 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

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energy efficiency program. (Complete all sections of the Application.)

Section 3: Energy Efficiency Programs

| A) | The customer's energy efficiency program involves (check those that apply): | | | | | | |
|----|---|---|--|--|--|--|--|
| | | Early replacement of fully functioning equipment with new equipment. (Provide the date on which the customer replaced fully functioning equipment, and the date on which the customer would have replaced such equipment if it had not been replaced early. Please include a brief explanation for how the customer determined this future replacement date (or, if not known, please explain why this is not known)). If Checked, Please see Exhibit 1 and Exhibit 2 | | | | | |
| | | Installation of new equipment to replace equipment that needed to be replaced The customer installed new equipment on the following date(s): | | | | | |
| | | Installation of new equipment for new construction or facility expansion. The customer installed new equipment on the following date(s): | | | | | |
| | | Behavioral or operational improvement. | | | | | |
| В) | Enei | rgy savings achieved/to be achieved by the energy efficiency program: | | | | | |
| | 1) | If you checked the box indicating that the project involves the early replacement of fully functioning equipment replaced with new equipment, then calculate the annual savings [(kWh used by the original equipment) – (kWh used by new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below: | | | | | |
| | | Annual savings: 18,222 kWh | | | | | |
| | 2) | If you checked the box indicating that the customer installed new equipment to replace equipment that needed to be replaced, then calculate the annual savings [(kWh used by less efficient new equipment) – (kWh used by the higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below: | | | | | |
| | | Annual savings:kWh | | | | | |
| | | Please describe any less efficient new equipment that was rejected in favor of the more efficient new equipment. Please see Exhibit 1 if applicable | | | | | |

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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:

| Annua | l 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. |
| В) | On what date did the customer initiate its demand reduction program? |
| | |
| C) | What is the peak demand reduction achieved or capable of being achieved (show calculations through which this was determined): |
| | 1,71/7 |

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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 customer is applying for: | | | | | | | | | | |
|----------------------------------|--|--|--|--|--|--|--|--|--|--|
| | Option 1: A cash rebate reasonable arrangement. | | | | | | | | | |
| | OR | | | | | | | | | |
| | | on 2: An exemption from the energy efficiency cost recovery anism implemented by the electric utility. | | | | | | | | |
| | OR | | | | | | | | | |
| | Commitment payment | | | | | | | | | |
| B) | The value of the option that the customer is seeking is: | | | | | | | | | |
| | Option 1: | A cash rebate reasonable arrangement, which is the lesser of (show both amounts): | | | | | | | | |
| | | A cash rebate of \$579.00. (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.) | | | | | | | | |

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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

OR

| 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 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 |

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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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Ohio | Public Utilities Commission

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

| | | | | | | (,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | |
|---------|------------------|------------|--------------------------------|---|------------------------|---|-----------------------------|-----------------|
| Case N | No.: | 13-0368 | -EL-EEC | | | | | |
| State o | of Ohio | : | | | | | | |
| Glear | ьь h. | Crijoria | , Affia | nt, being duly | sworn ac | cording to l | aw, deposes | and says that |
| 1. | I am t | he duly at | thorized rep | resentative of: | | | | |
| | | | | agement, Inc. | | able name(s) d | loing business | as] |
| 2. | includ persor | ling any e | chibits and a liately response | l all the informatiachments. Basensible for consible information is | ased upor obtaining | n my examin the inform | nation and in mation—con | nquiry of those |
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| Sworn | and su | bscribed l | efore me thi | is <u>28</u> day | of Fel | nuany_ | _,&013 | _Month/Year |
| | | | 8, Pill ministering o | | | Print Name | e and Title | |
| Му со | mmissi | on expire | s on | A PARTIE OF THE | My Con | ELENE S. PILCH STATE OF C nmission Expires corded in Cayab | HIO Sept. 27, 2015 | |

Site Address: Independence Place Apartments
Principal Address: 9231 Independence 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 | Exterior Lighting Upgrades | The lighting on the exterior of the building consisted of 250 watt mercury vapor, 150 and 250 watt high-pressure sodium fixtures. The 250 watt mercury vapor fixtures were replaced with new 84 watt CFL fixtures. The 150 and 250 watt high pressure sodium fixtures were retrofitted with new ballasts and 70 and 205 watt pulse-start lamps, respectively. The new lighting system is more efficient and produces additional light and uses less energy than the previous equipment. | Please see the attached lighting calculator "FC Independence_Enhanced NonStandard_Lighting_Calculator.xls". | 1-2 years. The decision to upgrade the exterior lighting was made to reduce energy and increase the amount of light provided by the fixtures. | N/A |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Rev (2.1.2012)

Customer Legal Entity Name: Forest City Commercial Management Inc.

Site Address: Independence Place Apartments

Principal Address: 9231 Independence Blvd.

2011

| Unadjusted Usage, kwh (A) | Weather Adjusted Usage, kwh (B) | Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (c) Note 1 |
|------------------------------|------------------------------------|--|
| 1,753,953 | 1,753,953 | 1,753,953 |

Average 1,753,953 1,753,953 1,753,953

| 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) \$ | Rebate Amount (H) \$ Note 2 |
|-------------------|----------------------------|-----------------|-----------------|---------------------------|--|---|--|--|------------------------------|
| 1 | Exterior Lighting Upgrades | 10/30/2012 | \$10,689 | \$5,345 | 18,222 | 18,222 | - | \$772 | \$579 |
| | | | | | - | - | - | | |
| | | | | | - | - | - | | |
| | | | | | - | - | - | | |
| | | | | | - | | | | |
| | | | | | - | - | - | | |
| | | | | | - | - | - | | |
| | | Total | \$10,689 | | 18,222 | 18,222 | 0 | \$772 | \$579 |

Docket No. 13-0368

Site: 9231 Independence Blvd.

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) | (Ġ) | (H) |
| 1 | 18 | \$ 308 | \$ 5,617 | \$ 4,050 | \$579 | \$182 | \$ 4,811 | 1.2 |

| Total 18 | \$ 308 | 5,617 | 4,050 | \$579 | \$182 | 4,811 | 1.2 |
|----------|-----------|-------|-------|-------|-------|-------|-----|

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)

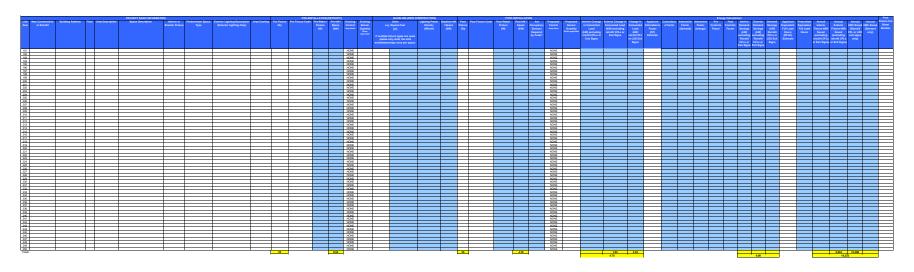
Forest City Commercial Management Inc. ~ Independence Place Apartments Docket No. 13-0368

Site: 9231 Independence Blvd.

Lighting Inventory Form

| Applicant Name: | Forest City Commercial Management, Inc. | Instructions | Please use one line for each fixture type in a room or area | | | | |
|---------------------------------|---|--------------|---|--|---|--|--|
| Facility Name: | Independence Place Apartments | | For existing or proposed control, choose OCC for Occupany Sensor, DAYLTG for photosensor, or NOME for none. Controls must save energy to qualify. | | | | |
| Date: | 2/5/2013 | | The total of Column S, the quantities of CFLs and exit signs in Column M, | and the quantities of sensors in Column R, will be used to calculate your in | centive on the NonStandard Lighting form. | | |
| Lighting Zone (exterior prily): | Lighting Zone 2 | | | | | | |
| | PROJECT BASIC INFORMATION | | PRE-INSTALLATION (PETROFIT) | BASELINE (NEW CONSTRUCTION) | POST-NST/ | | |

| Lighting Zone (exterior only) | W. | | Lighting Zone 2 | | | - | | The 120 | at of Column 5, the qua | resear or CP List is | na ext signs in | s courns to, and the qui | entries of sensors in Colum | n K, WII be used to a | calculate your incentive on the N | instandard Lighting form. | | | | | | | | | | | | | | |
|--|--|--|--------------------------------------|------------------|--|----------------------------------|------------------------|-----------------------|-----------------------------|----------------------|--|--------------------------|---|-----------------------|-----------------------------------|---------------------------|-----------------|--|--------------------|------------------------------------|--|-----------------------------------|---------------------------|-------------------------|--|-----------------------------------|---|----------------------------------|---|---------------------|
| Une New Construction | on Building Address P | loor Area Description | PROJECT BASIC INFORMATI | Interior or | Predominant Space | Exterior Liabling Description | Area Cooling F | Pre Fixture Pre Fix | PRE-INSTALLATH | ON (RETROFIT) | Existing | Existing | BASELINE (NEW C | ONSTRUCTION) | Gaseline WW Post Post | Fixture Code Post Wa | OST-INSTALLATIO | N Are Proposed | Proposed | Interior Change | Esterior Change in Change in | Applicant Coincidenc Interse | tive interactive | Energy C | Dalculations Post Interior Ex | sterior Demand | Applicant Prescrit | ed Annual | Annual Annual Arnual | Post Fisture Cut |
| bem or Retrofit | | | | Exterior Fixture | Туре | (Exterior Lighting Only) | | City | Fixture (W) | Space (kW) | Control | Sensor Quartity | e.g. Square Feet (It') | Density (Wurkt) | /Space Fixture (kW) Gty | Fistur (W) | Space (kW) | Occupancy Control Sensors dop-from | Sensor Quantity | in Connected Load | Connected Load Connected (kW) excluding Load | Coincidence e Factor Factor (dema | or Factor nd) (energy) | Controls Co Factor F | ontrols Demand Der Factor Savings Sav | erand Savings svings (kW) | Equivalent Equival Full Load Full Lo | ent Interior ad Flature kWh F | Exterior kWh Saved kWh Save sture kWh (Retrofit (Sensors | rs Number |
| | | | | | | | | | | | | epitale I multip | | | | | | Required by Code? | | (kW) excluding retrofit CFLs or | Exit Signs retroft CFL | (CF) Estimate | | | excluding excl | (kill) Retroft cluding CFLs or | (EFLH) | s Saved (excluding (| Saved CFL or LED only) ractuding exit signs | |
| | | | | | | | | | | | | pleas | se only enter the total anceigty once per space. | | | | | | | Exit Signs | or LED Exit Signs | | | | CFLs or CF | etrofit LED Exit FLs or Signs | Estimate | or Exit Signs) or | Exit Signs) | |
| e.g. Retroft | 400 North Sheet | 2 Office | Other | Interior | Office - Small | | Cooled Space | 2 F | F44LL 112 | 0.34 | NOME | | | | 3 0 | TSS/1-8X 56 | 0.17 | No OCC | 2 | | 0.17 | 54% 54% 341 | 12% | 0% . | 30% | 0.19 | 2,000 3,420 | | 646 194 | 1 |
| e.g. New Construction | or Example | 1 Restaurant | Conference, Meeting or Training Roon | Exterior | Retail - Small | Builing facades (liner It based) | Cooled Space | | | 135 | 10000 | 500 | linear ti | 2.0 | f.Mil 5 Down | le Cut Sheet 2 25 | 0.12 | Yes DAY | 5 | | 175 | 50% 50% 34th | 12% | 0% | 0% 2 | 2.09 | 8,760 3,060 | _ | 4,012 | £A |
| 2 Retroft | 9231 Independence Blvd 9231 Independence Blvd | 1 Exterior 1 Exterior 1 Exterior | Other | Exterior | Dusk-to-Dawn Lighting | | Uncoded space | 12 M | IV250/1 290 PS 150/1 100 | 3.48 | NONE | | | | 12 0 | of Sheet 2 232 | 1.49 2.78 | No NONE | | | 0.70 | 0% 0% 0% 0% | 0% | 0% | 0% 0 0% 0 | 0.00 | 2,820 | | 2,660 | Cut Sheet 2 |
| 4 5 | | | | | | | | | | | NONE NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 6 7 | | | | | | | | | | | NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 9 | | | | | | | | | | | NONE | | | | | | | NONE | | | | | | | | | | | | |
| 11 12 | | | | | | | | | | | NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 13 | | | | | | | | | | | NONE NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 15 | | | | | | | | | | | NONE NONE | | | | | | | No MONE NO MON | | | | | | | | | | | | |
| 17 18 | | | | | | | | | | | NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 20 | | | | | | | | | | | NONE | | | | | | | NONE | | | | | | | | | | | | |
| 22 | | | | | | | | | | | NONE | | | | | | | | | | | | | | | | | | | |
| 24 | | | | | | | | | | | NONE NONE | | | | | | | 2000 2000 2000 2000 2000 2000 2000 200 | | | | | | | | | | | | |
| 27 | | | | | | | | | | | NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 29 | | | | | | | | | | | NONE NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 21 | | | | | | | | | | | NONE | | | | | | | NONE | | | | | | | | | | | | |
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| 25 | | | | | | | | | | | NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 27 28 | | | | | | | | | | | NONE NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 40 | | | | | | | | | | | NONE | | | | | | | NONE | | | | | | | | | | | | |
| 42 | | | | | | | | == | | | NONE NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
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| 49 | | | | | | | | _ | | | NONE NONE | | | | | | | NOSE | - | | | | | | | | | | | |
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| 62 | | | | | | | | <u> </u> | | | NONE | | | | | | | NONE | | | | | | | | | | | | |
| 6 | | | | | | | | | | | NONE NONE | | | | | | | NONE | | | | | | | | | | | | |
| 67 | | | | | | | | | | | NONE | | | | | | | NONE | | | | | | | | | | | | |
| 20 | | | | | | | | | | | NONE | | | | | | | NONE NONE NONE NONE | | | | | | | | | | | | |
| 71 72 | | | | | | | | | | | NONE NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 74 | | | | | | | | | | | NONE | | | | | | | NONE NONE NONE | | | | | | | | | | | | |
| 76 | | | | | | | | | | | NONE | | | | | | | NONE NONE NONE NONE | | | | | | | | | | | | |
| 79 79 | | | | | | | | | | | NONE NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 81 82 | | | | | | | | | | | NONE NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 80 84 | | | | | | | | | | | NONE NONE | | | | | | | NONE | | | | | | | | | | | | |
| 85 | | | | | | | | | | | NONE | | | | | | | NONE | | | | | | | | | | | | |
| 88 | | | | | | | | | | | NONE | | | | | | | NOME NOME NOME NOME NOME NOME NOME NOME | | | | | | | | | | | | |
| 90 | | | | | | | | | | | NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 92 93 | | | | | | | | | | | NONE | | | | | | | NONE | | | | | | | | | | | | |
| 8 | | | | | | | | | | | NONE NONE | | | | | | | NONE NONE NONE NONE NONE | | | | | | | | | | | | |
| 97 | | | | | | | | | | | NONE NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
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| 102 | | | | | | | | | | | NONE NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 106 | | | | | | | | | | | NONE NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 105 | | | | | | | | | | | NONE | | | | | | | NONE | | | | | | | | | | | | |
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| 113 | | | | | | | | | | | NONE | | | | | | | NONE | | | | | | | | | | | | |
| 116 | | | | | | | | | | | NONE NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
| 110 | | | | | | | | <u> </u> | | | NONE NONE NONE NONE | | | | | | | NORSE NONE NORSE | | | | | | | | | | | | |
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| 125 | | | | L | | | | | | | NONE NONE NONE NONE | | | | | | | NONE NONE | | | | | | | | | | | | |
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| 130 131 | 1 1 | | | _ | | | | _ | | | NONE NONE | | | | | | | NONE NONE NONE | + | | | | | | | | | | | |
| 132 | | | | | | | | | | | NONE NONE | | | | | | | NONE | | | | | | | | | | | | |
| 136 | | | | | | | | | | | NONE | | | | | | | NONE | \vdash | | | | | | | | | | | H |
| 137 138 | + | | | _ | | | \vdash | | | | NONE NONE | | | | | | | 2000 2000 2000 2000 2000 2000 2000 200 | + | | | | | | | | | | | |
| 139 | | | | | | | | | | | NONE | | | | | | | NONE | | | | | | | | | | | | |
| 141 | \perp | | | | - | | $= \equiv$ | | | | NONE NONE | | | | | | | NONE SOON SOON SOON SOON SOON SOON | $+ \exists$ | | | | | | | | | | | |
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| 146 | | | | | | | | | | | NONE | | | | | | | NONE | | | | | | | | | | | | |
| 140 | | | | | - | | $= \equiv$ | | | | NONE NONE | | | | | | | NONE NONE | $+ \exists$ | | | | | | | | | | | |
| 149 | | | | | | 1 | $\vdash \vdash \vdash$ | | | | NONE | | | | | | | NONE NONE | + | | | | | | | | | | | |
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| 190 150 151 152 153 154 | | | | | | | | | | | NONE | | | | | | | NONE | | | | | | | | | | | | |
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| \$50 550 | | | | | | | | | | | NONE NONE NONE NONE NONE NONE NONE NONE | | | | | | | NOME NOME NOME NOME NOME NOME NOME NOME | | | | | | | | | | | | |
| 150 | | | | | | | | | | | NONE NONE NONE | | | | | | | NONE NONE NONE NONE NONE NONE NONE NONE | | | | | | | | | | | | |
| 100 | | | | | | | | | | | NONE NONE NONE | | | | | | | NONE NONE NONE NONE NONE NONE NONE NONE | | | | | | | | | | | | |
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| 100 101 102 103 | | | | | | | | | | | NONE NONE NONE | | | | | | | NONE NONE NONE NONE NONE NONE NONE NONE | | | | | | | | | | | | |
| 100 141 | | | | | | | | | | | NONE NONE NONE | | | | | | | NONE NONE NONE NONE NONE NONE NONE NONE | | | | | | | | | | | | |
| 100 | | | | | | | | | | | NONE NONE NONE | | | | | | | NONE NONE NONE NONE NONE NONE NONE NONE | | | | | | | | | | | | |
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Project Estimated Annual Savings Summary

| Lighting | |
|---|------------|
| Estimated Annual kWh Savings | 18,222 |
| Total Change in Connected Load | 4.75 |
| | |
| Annual Estimated Cost Savings | \$1,822.20 |
| Annual Operating Hours | 3,833 |
| | |
| Interior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs) | \$0.00 |
| Exterior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs) | \$291.70 |
| Total retrofit CFL Incentive @ \$1/screw-in CFL lamp; \$15/hard- wired CFL lamp (includes all retrofit CFLs, both interior and exterior) | \$480.00 |
| 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 | \$771.70 |
| Total Fixture Quantity excluding retrofit CFLs and LED Exit Signs Total Lamp Quantity for retrofit Screw-In CFLs | 19 |

| Total Lamp Quantity for retrofit Hard-Wired CFLs | 32 |
|--|----|
| Total Fixture Quantity for retrofit LED Exit Signs | 0 |
| Total Quantity for Occupancy Sensors | 0 |
| Total Quantity for Daylight Sensors | 0 |

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

| Demand Savings (For Internal Use Only) | 0.00 |
|--|------|
|--|------|

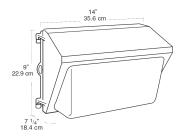


Mid sized wallpack. All aluminum precision die cast construction with tempered glass refractor. Lamp supplied.

Color: Bronze

Weight: 10.9 lbs





Lamp Info Ballast Info

2-42W Triple Elec HPF QT Type: Type: 120V: Watts: 84W 0.78 208V: Shape/Size: N/A 0.5 Base: N/A 240V: 0.5 ANSI: N/A 277V: 0.33 **Input Watts:** Hours: 12,000 93W Lamp Lumens: 6,400 Efficiency: 90% Efficacy: 69 LPW

Technical Specifications

UL Listing:

Suitable for wet locations. HID fixtures can be wired with 90°C supply wiring if supply wires are routed 3" away from ballast.

Housing:

Die cast aluminum, 1/2" NPS tapped holes top, both sides and back for conduit or photocontrol. Hinged refractor frame. Continuous silicone rubber gasket.

Reflector:

Specular anodized aluminum, removable for installation. Symmetrical light pattern maximizes distance between fixtures.

Cutoff Lens:

Tempered glass.

Refractor:

Prismatic optics designed to minimize glare and throw light down and out. Heat resistant borosilicate glass.

Finish:

Chip and fade resistant polyester powder coating.

Patents:

RAB sensor and fixture designs are protected under U.S. and International Intellectual Property laws

Ballast Minimum Starting Temperature:

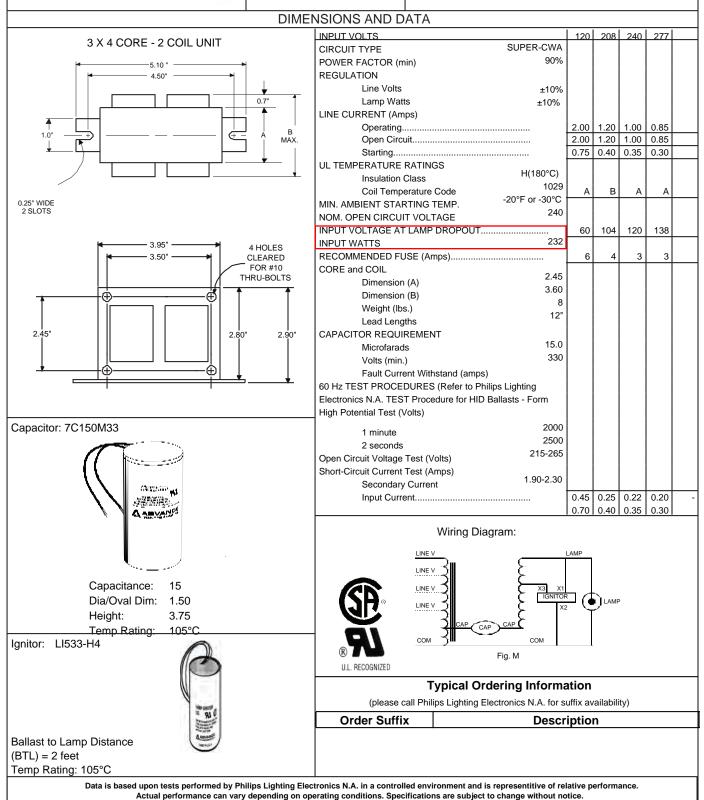
0°F



Metal Halide Lamp Ballast

Catalog Number 71A5692 For 200W M136 (Pulse Start) 60 Hz SUPER-CWA

Status: Active



PHILIPS LIGHTING ELECTRONICS N.A.



205W ED28 CL Allstart ISL

Product family description

Philips Energy Advantage CDM lamps with AllStart Technology is a high-efficiency protected "O" rated CDM lighting solution that provides energy savings without compromising light quality.

Features

- Direct retrofit lamp to both probe and pulse start magnetic ballasts.
- A true universal operation that does not affect lamp life.
- · Reduced maintenance and recycling costs.
- Energy savings up to 18%*
- Long life ≥ 20,000 hrs rated average life.
- Available in 205 and 330 watt clear and coated bulb finishes.
- * 330W CDM lamp with AllStart[™]Technology compared to 400W quartz Metal Halide lamp.

Benefits

- · Crisp white light.
- Excellent color rendering of $CRI \ge 85$.
- Energy saving solution without changing a ballast (for both Probe and Pulse Start ballasts).

Application

• Ideal for high-ceiling industrial, retail and distribution centers as well as outdoor applications.

| Product data | | | | | |
|--------------------------|---------------------------|--|--|--|--|
| Product Number | 232561 | | | | |
| Full product name | 205W ED28 CL Allstart ISL | | | | |
| Ordering Code | CDM205/U/O/4K EA 12/1 | | | | |
| Pack type | I Sleeve Open End | | | | |
| Pieces per Sku | | | | | |
| Skus/Case | 12 | | | | |
| Pack UPC | 046677232566 | | | | |
| EAN2US | | | | | |
| Case Bar Code | 50046677232561 | | | | |
| Successor Product number | | | | | |



| ict data |
|---|
| Exclusionary Mogul Screw [Exclusionary Mogul Screw] |
| ED28 |
| Clear |
| Universal [Any or Universal (U)] |
| ISL [I Sleeve Open End] |
| 12 |
| Allstart |
| CDM205/U/O/4K EA 12/I |
| 046677232566 |
| 50046677232561 |
| C184/O |
| 205W |
| 125 V |
| 45 mg |
| 131.1 p/LuHr |
| 841 [CCT of 4100K] |
| 85 Ra8 |
| 4100 Kelvin |
| 841 Cool White |
| 4100 K |
| 19500 Lm |
| 15600 Lm |
| 88.9 mm |
| 8.313 in |
| 5 in |
| 3.5 in |
| 232561 |
| |



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Document order number : 0000 000 00000

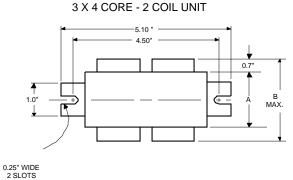


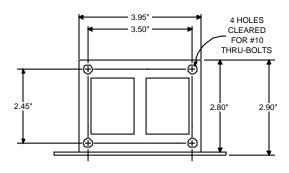
Metal Halide Lamp Ballast

Catalog Number 71A5292 For 70W M98/M143 60 Hz HX-HPF

Status: Active

DIMENSIONS AND DATA





Capacitor: 7C080L33-R



Capacitance: 8
Dia/Oval Dim: 1.25
Height: 2.9

Temp Rating: 105°C

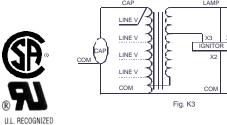
Ignitor: LI533-H4



Ballast to Lamp Distance (BTL) = 15 feet Temp Rating: 105°C

| NSIONS AND DATA | | | | | |
|--|----------|------|------|------|--|
| INPUT VOLTS | 120 | 208 | 240 | 277 | |
| CIRCUIT TYPE HX-HP | F | | | | |
| POWER FACTOR (min) 90 th | % | | | | |
| REGULATION | į | | | | |
| Line Volts ±5 | % | | | | |
| Lamp Watts ±7% | 5 | | | | |
| LINE CURRENT (Amps) | | | | | |
| Operating | 0.80 | 0.46 | 0.40 | 0.35 | |
| Open Circuit | 1.90 | 1.00 | 0.90 | 0.80 | |
| Starting | 0.55 | 0.30 | 0.25 | 0.25 | |
| UL TEMPERATURE RATINGS | | | | | |
| Insulation Class H(180°C | · | | | | |
| Coil Temperature Code 102 | 9 A | Α | Α | Α | |
| MIN. AMBIENT STARTING TEMP20°F or -30° | | | | | |
| NOM. OPEN CIRCUIT VOLTAGE 25 | 5 | | | | |
| INPUT VOLTAGE AT LAMP DROPOUT | 90 | 156 | 180 | 208 | |
| INPUT WATTS | 8 | | | | |
| RECOMMENDED FUSE (Amps) | 4 | 3 | 2 | 2 | |
| CORE and COIL | | | | | |
| Dimension (A) 1.4 | 5 | | | | |
| Dimension (B) 2.7 | 5 | | | | |
| Weight (lbs.) | 5 | | | | |
| Lead Lengths 1: | 2" | | | | |
| CAPACITOR REQUIREMENT | | | | | |
| Microfarads 8. | ٥١ | | | | |
| Volts (min.) | - | | | | |
| Fault Current Withstand (amps) | <u> </u> | | | | |
| 60 Hz TEST PROCEDURES (Refer to Advance Test | | | | | |
| Procedure for HID Ballasts - Form 1270) | | | | | |
| High Potential Test (Volts) | | | | | |
| 1 minute 200 | ٥١ | | | | |
| 2 seconds 250 | - | | | | |
| Open Circuit Voltage Test (Volts) 230-28 | - | | | | |
| Short-Circuit Current Test (Amps) | | | | | |
| Secondary Current 0.95-1.2 | 5 | | | | |
| Input Current | 0.55 | 0.35 | 0.30 | 0.25 | |

Wiring Diagram:



Typical Ordering Information

(please call Advance for suffix availability)

| Description |
|---|
| Ballast With Ignitor and Dry Film Capacitor |
| Ballast w/Welded Bracket, Ignitor, & Dry Film Capacitor |
| Ballast and Ignitor, No Capacitor |
| Ballast with Welded Bracket and Ignitor, No Capacitor |
| |

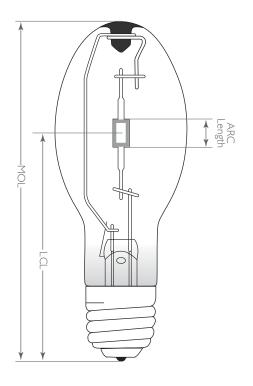
Data is based upon tests performed by Advance Transformer in a controlled environment and representitive of relative performance. Actual performance can vary depending on operating conditions. Specifications are subject to change without notice.

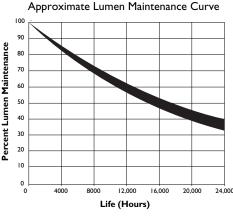
0.80 | 0.50 | 0.50 | 0.45

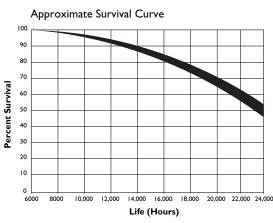
(LAMP

MasterColor® CDM Ceramic Metal Halide 70 Watt Pulse Start for Enclosed Fixtures

featuring ALTO® Lamp Technology







▶ Ordering Information

| CDM70/U/PS/4K ALTO |
|----------------------------|
| M143/M98/E |
| 15492-2 |
| Ceramic Metal Halide |
| Pulse Start TCLP Compliant |
| 12 |
| |

Physical Characteristics

| Bulb Size | ED-23.5 |
|---------------------------------------|---------------|
| Bulb Finish | Clear |
| Base | Mogul |
| Max. Overall Length (MOL) | 7.75" (195mm) |
| Light Center Length (LCL) | 5.00" (127mm) |
| Arc Length | .25" (6mm) |
| Arc Tube Material | Ceramic (PCA) |
| Maximum Permissible Bulb Temperature | 400°C ANSI |
| Maximum Permissible Base Temperature | 190°C ANSI |
| Maximum Bulb to Base Eccentricity | 3° |
| Maximum Art Tube to Base Eccentricity | 3° |
| | |

Operating Characteristics (Photometric)

| (1 | , |
|--|-------------------|
| Approximate Initial Lumens | 5900 |
| Approximate Mean Lumen ² | 4150 |
| Efficacy (LPW) | 84 |
| Approximate Lumen Maintenance | 85% Vertical |
| @ 10% Rated Life | 85% Horizontal |
| Approximate Lumen Maintenance | |
| @ 40% Rated Life | 70% |
| Rated Average Life, Hours ³ | 24,000 |
| Correlated Color Temperature (CCT) | 4100 K Vertical |
| | 4300 K Horizontal |
| CIE Chromaticity Approximate | x380, y375 |
| Color Rendering Index (CRI) | 85 |
| | |

Operating Position

Universal—For enclosed fixtures only

TCLP Characteristics

| Toxicity Characteristic Leaching Procedure (Federal TCLP) Results | | | | | | | |
|---|--------|-----------|--------|--|--|--|--|
| , | Hg | Hg | Pb | | | | |
| | (mg/I) | (mg/lamp) | (mg/I) | | | | |
| Federal Limit Max (Mercury & Lead) | 0.200 | n/a | 5.00 | | | | |
| CDM70/U//PS/4K ALTO (Average) | 0.097 | 9.5 | 0.00 | | | | |



Philips Lighting Company 200 Franklin Square Drive P.O. Box 6800 Somerset, NJ 08875-6800 I-800-555-0050

A Division of Philips Electronics North America Corporation

Updated 10/06 TDS-154922

Philips Lighting 281 Hillmount Road Markham, Ontario Canada L6C 2S3 1-800-555-0050

A Division of Philips Electronics Ltd.

MasterColor® CDM Ceramic Metal Halide 70 Watt Pulse Start for Enclosed Fixtures

featuring ALTO® Lamp Technology

Electrical Data (Subject to change without notice)

| Lamp Watts (Nominal) | <mark>70</mark> |
|--|-----------------------|
| Lamp Operating Voltage (rms) (Nominal) | 00V |
| Initial Lamp Voltage Range (rms) | 30–115V |
| Lamp Operating Current (Amps) (rms) (Nominal) | 0.9 |
| Maximum Lamp Starting Current (Amps)(rms) | .5 |
| Lamp Current Crest Factor (Maximum) | .8 |
| Warm-up Time to 95% Minimum Lamp Operating Voltage 2 | 2. Minutes |
| Re-strike Time for Hot Lamp | 0 Minutes |
| Ballast Type | |
| Ignition Pulse | 3000V min.; 4000V max |
| Pulse Width @ 2700 Volts | .9μ (micro sec.) |
| Pulse Repetition Rate (Minimum) | pulse per half cycle |
| Starting Ballast Open Circuit Voltage (Minimum): | |
| @10°C for 10 seconds – 98% of "0" hr lamps start2 | 235 Vrms |
| @-30°C for 120 seconds – 90% of 100 hr lamps start 2 | 235 Vrms |
| Minimum Operating Temperature | 30°C |
| Reference Ballast Impedance9 | 97Ω (ohms) |
| Maximum Lamp Watts | 34 Watts |
| Rated Input Voltage | |
| Maximum Voltage Increase by Fixture | V rms |

www.philips.com

- Measured at 100 hours of life in vertical and horizontal positions.
- 2) Approximate mean lumen output at 40% of lamp rated average life. Measured in vertical and horizontal operating positions.
- 3) Rated average life is the life obtained, on the average, from large representative groups of lamps in laboratory tests under controlled conditions at 10 or more operating hours per start. It is based on survival of at least 50% of the lamps and allows for individual lamps or groups of lamps to vary considerably from the average.

Notes: Pulse Start Metal Halide lamps are designed for operation on only approved ballasts with metal halide pulse ignitors.

WARNINGS, CAUTIONS AND OPERATING INSTRUCTIONS

"WARNING: These lamps can cause serious skin burn and eye inflammation from short wave ultraviolet radiation if outer envelope of the lamp is broken or punctured. Do not use where people will remain for more than a few minutes unless adequate shielding or other safety precautions are used. Certain lamps that will automatically extinguish when the outer envelope is broken or punctured are commercially available."This lamp complies with FDA radiation performance standard 21 CFR subchapter J. (USA:21 CFR 1040.30 Canada:SOR/DORS/80-381)

If the outer bulb is broken or punctured, turn off at once and replace the lamp to avoid possible injury from hazardous short wave ultraviolet radiation. Do not scratch the outer bulb or subject it to pressure as this could cause the outer bulb to crack or shatter. A partial vacuum in the outer bulb could cause glass to fly if the envelope is struck.

WARNING: The arc-tube of metal halide lamps are designed to operate under high pressure and at temperatures up to 1000° C and can unexpectedly rupture due to internal or external factors such as a ballast failure or misapplication. If the arc-tube ruptures for any reason, the outer bulb may break and pieces of extremely hot glass might be discharged into the surrounding environment. If such a rupture were to happen, **THERE IS A RISK OF PERSONAL INJURY, PROPERTY DAMAGE, BURNS AND FIRE.**

This lamp contains an arc tube with a filling gas containing not less than 25nCi of Kr-85 and is distributed by Philips Lighting Company, a division of Philips Electronics North America Corporation, Somerset, New Jersey, 08875

RELAMP FIXTURES AT OR BEFORE THE END OF RATED LIFE.

Allowing lamps to operate until they fail is not advised and may increase the possibility of inner arc tube rupture.

CAUTION:TO REDUCE THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE, BURNS AND FIRE RESULTING FROM AN ARC TUBE RUPTURE, THE FOLLOWING <u>LAMP OPERATING INSTRUCTIONS</u> MUST BE FOLLOWED.



- I. RELAMP FIXTURES AT OR BEFORETHE END OF RATED LIFE. Allowing lamps to operate until they fail is not advised and may increase the possibility of inner arc tube rupture.
- Before lamp installation/replacement, shut power off and allow lamp and fixture to cool to avoid electrical shock and potential burn hazards.
- 3. Use only in an enclosed fixture capable of with standing particles of glass having temperatures up to 1000°C , unless otherwise noted.
- 4. Use only auxiliary equipment meeting Philips and/or ANSI standards. Use within voltage limits recommended by ballast manufacturer:
 - A. Operate lamp only within specified limits of operation.
 - B. For total supply load refer to ballast manufacturers electrical data.
 - C. All Pulse Start lamps require a socket rated to withstand a 4000 Volt pulse.
- 5. Periodically inspect the outer envelope. Replace any lamps that show scratches, cracks or damage.
- 6. If a lamp bulb support is used, be sure to insulate the support electrically to avoid possible decomposition of the bulb glass.
- Protect lamp base, socket and wiring against moisture, corrosive atmospheres and excessive heat.
- 8. Time should be allowed for lamps to stabilize in color when turned on for the first time. This may require several hours of operation, with more than one start. Lamp color is also subject to change under conditions of excess vibration or shock, and color appearance may vary between individual lamps.
- 9. Lamps may require 10 to 15 minutes to re-light if there is a power interruption.
- 10. Take care in handling and disposing of lamps. If an arc tube is broken, avoid skin contact with any of the contents or fragments.
- 11. Use this lamp only in a fixture that contains a Pulse Start metal halide ballast and is specifically designed for use with Pulse Start metal halide lamps.



Mercantile Customer Project Commitment Agreement Cash Rebate 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 Forest City Residential Management, Inc., Taxpayer ID No. 31-1517513 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 berein

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

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

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

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

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

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

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

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

connection with this Agreement, provided that such employees, directors, attorneys, consultants and agents have been advised of the confidential nature of this information and through such disclosure are deemed to be bound by the terms set forth herein.

- b. A Party receiving such Confidential Information shall protect it with the same standard of care as its own confidential or proprietary information.
- c. A Party receiving notice or otherwise concluding that Confidential Information furnished by the other Party in connection with this Agreement is being sought under any provision of law, to the extent it is permitted to do so under any applicable law, shall endeavor to: (i) promptly notify the other Party; and (ii) use reasonable efforts in cooperation with the other Party to seek confidential treatment of such Confidential Information, including without limitation, the filing of such information under a valid protective order.
- d. By executing this Agreement, Customer hereby acknowledges and agrees that Company may disclose to the Commission or its Staff any and all Customer information, including Confidential Information, related to a Customer Energy Project, provided that Company uses reasonable efforts to seek confidential treatment of the same.
- 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:

Forest City Commercial Management, Inc. 50 Public Square, Suite 1060 Cleveland, OH 44113 Attn:Mitali Shah Telephone:216-622-6210

Fax:

Email:mitalishah@forestcity.net

- 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 assignce 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 Cleveland Electric Illuminating Company_ |
|---|
| (Company) |
| By: John ! Largy |
| Title: Y.P. Of Energy Efficiency |
| Date: 3-18-13 |
| |
| Forest City Residential Management, Inc. |
| By: (Customer) |
| Pitle: Along on Durw |
| Pitte: 4605 po 1000 000 000 000 000 000 000 000 000 0 |

Affidavit of Forest City Residential Management, Inc. - Exhibit _A _

STATE OF OHIO

SS:

COUNTY OF

1, Gener M Cripain

,being first duly sworn in accordance with law, deposes

and states as follows:

- 1. I am the Co President Coo RES Mgmt of Forest City Residential Management, Inc. ("Customer") As part of my duties, I oversee energy related matters for the Customer.
- 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 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.

Notary

MICHAELENE S. PILCH, Notary Public STATE OF OHIO My Commission Expires Sept. 27, 2015

(Recorded in Cuyahoga County)

This foregoing document was electronically filed with the Public Utilities

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3/27/2013 4:24:35 PM

in

Case No(s). 13-0368-EL-EEC

Summary: Application to Commit Energy Efficiency/Peak Demand Reduction Programs of The Cleveland Electric Illuminating Company and Forest City Residential Management, Inc. electronically filed by Ms. Jennifer M. Sybyl on behalf of The Cleveland Electric Illuminating Company and Forest City Residential Management, Inc.