Ohio Public Utilities Commission

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

Case No.: 13 - 0107 -EL-EEC

Mercantile Customer:	TVI, Inc
Electric Utility:	The Toledo Edison Company
Program Title or Description:	Energy Efficient Upgrade

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 <u>ee-pdr@puc.state.oh.us</u>.

Section 1: Mercantile Customer Information

Name:TVI, Inc.

Principal address:11400 SE 6th Street, STE 200, Bellevue, WA 98004

Address of facility for which this energy efficiency program applies:3550 Executive

Parkway, Toledo, OH 43606

Name and telephone number for responses to questions: Robert Hoglund, 425-456-1766

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: Please Select an Operating Company The Toledo Edison Company
- C) The customer is offering to commit (check any that apply):
 - Energy savings from the customer's energy efficiency program. (Complete Sections 3, 5, 6, and 7.)
 - Capacity savings from the customer's demand response/demand reduction program. (Complete Sections 4, 5, 6, and 7.)
 - Both the energy savings and the capacity savings from the customer's energy efficiency program. (Complete all sections of the Application.)

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.

- B) Energy savings achieved/to be achieved by the energy efficiency program:
 - 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: 58965 kWh

2) If you checked the box indicating that the customer installed new equipment to replace equipment that needed to be replaced, then calculate the annual savings [(kWh used by less efficient new equipment) - (kWh used by the higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: _____ kWh

Please describe any less efficient new equipment that was rejected in favor of the more efficient new equipment. Please see Exhibit 1 if applicable

-3-

3) If you checked the box indicating that the project involves equipment for new construction or facility expansion, then calculate the annual savings [(kWh used by less efficient new equipment) – (kWh used by higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: _____ kWh

Please describe the less efficient new equipment that was rejected in favor of the more efficient new equipment. Please see Exhibit 1 if applicable

 If you checked the box indicating that the project involves behavioral or operational improvements, provide a description of how the annual savings were determined.

Section 4: Demand Reduction/Demand Response Programs

- A) The customer's program involves (check the one that applies):
 - X Coincident peak-demand savings from the customer's energy efficiency program.
 - Actual peak-demand reduction. (Attach a description and documentation of the peak-demand reduction.)
 - Potential peak-demand reduction (check the one that applies):
 - The customer's peak-demand reduction program meets the requirements to be counted as a capacity resource under a tariff of a regional transmission organization (RTO) approved by the Federal Energy Regulatory Commission.
 - The customer's peak-demand reduction program meets the requirements to be counted as a capacity resource under a program that is equivalent to an RTO program, which has been approved by the Public Utilities Commission of Ohio.
- B) On what date did the customer initiate its demand reduction program?

9/12/2011

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

<u>17</u> kW

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

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

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

- A) The customer is applying for:
 - Option 1: A cash rebate reasonable arrangement.

OR

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

OR

- Commitment payment
- B) The value of the option that the customer is seeking is:
 - Option 1: A cash rebate reasonable arrangement, which is the lesser of (show both amounts):
 - A cash rebate of \$2211. (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.)

Revised June 24, 2011

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

Section 6: Cost Effectiveness

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

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

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

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

The electric utility's avoided supply costs were _____

Our program costs were _____.

The incremental measure costs were _____.

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,
- 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.

Ohio Public Utilities Commission

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

Case No.: 13-0107 -EL-EEC

State of Ohio :

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

1. I am the duly authorized representative of:

TVI, Inc.

[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.

day of March

Accounting Monager Signature of Affiant & Title

Sworn and subscribed before me this $\frac{137}{da}$ day

Signature of official administering oath

WID HATLESTA

Print Name and Title

My commission expires on APRIL 19, 2015



2012 Month/Year

Customer Legal Entity Name: TVI, Inc. (dba Savers)

Site Address: Savers #1146 Principal Address: 3550 Executive Parkway

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	Savers #1146	Savers performed an Energy Efficient Retrofit to replace 165 150W Metal Halides with 8' 4 Lamp 28W T8 Fixtures.	"12-3091_Savers #1146_TE _Lighting Project Cash Rebate Form.xls" was used to calculate savings between existing and proposed equipment. See attached worksheet.	The estimated remaining useful service life of the fixtures was 1 year.	N/A

Rev (2.1.2012)

Customer Legal Entity Name: TVI, Inc. (dba Savers)

Site Address: Savers #1146

Principal Address: 3550 Executive Parkway

			Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (c) Note 1						
		2011	407,400	407,400	423,716						
		Average	407,400	407,400	423,716	1					
Project Number	Pr	oject Name	In-Service Date	Project Cost \$	50% of Project Cost \$	KWh Saved/Year (D) counting towards utility compliance	KWh Saved/Year (E) eligible for incentive	Utility Peak Demand Reduction Contribution, KW (F)	Prescriptive Rebate Amount (G) \$	Eligible Rebate Amount (H) \$ Note 2	Commitment Payment \$
1	Savers #1146		09/22/2011	\$37,822	\$18,911	58,965	58,965	17	\$2,948	\$2,211	
						-	-	-			
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			Total	\$37,822		58,965	58,965	17	\$2,948	\$2,211	\$0

Docket No. 13-0107

Site: 3550 Executive Parkway

Notes

(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.

(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.

Exhibit 3 Utility Cost Test

UCT = Utility Avoided Costs / Utility Costs

Project	Total Annual Savings, MWh (A)	Utility Av Cos \$/MW (B)	t /h	 y Avoided Cost \$ (C)	U	Itility Cost \$ (D)	Cash Rebate \$ (E)	Administrator Variable Fee \$ (F)	Total Utility Cost \$ (G)	UCT (H)
1	59	\$	308	\$ 18,178	\$	4,050	\$2,211	\$0	\$ 6,261	2.9
Total	59	\$	308	18,178		4,050	\$2,211	\$0	6,261	2.9

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)

TVI, Inc. (dba Savers) ~ Savers #1146

Docket No. 13-0107

Site: 3550 Executive Parkway

Lighting Form

Lighting Inventory Form

Applicant Name: Facility Name: Date:		Marcello Cres Savers #114 12/2/2011	46			i control, choose C	OCC for Occupa	any Sensor, E	DAYLTG for photosensor, or NONE for non- n M, and the quantities of sensors in Column				the NonStanda	ard Lighting for	n.														
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Lighting Form

	PROJECT BASIC				STALLATION				POST-INSTAL									Energy Calculations					
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Lighting Form

				PROJECT B/	ASIC INFORMATION			PRE-I	INSTALLATION						POST-INSTA	LLATION									En	ergy Calculatio	ns							Post Fixtu
Line	Building Address	Floor	Area Description	Interior or Exterior	Predominant Space Type	Area Cooling	Pre Fixture	Pre Fixture Code	Pre Watts /	Pre kW /	Existing	Existing	Post	Post Fixture Code	Post Watts/	Post kW /	Proposed	Proposed	Interior Change	Exterior	Change in	Applicant	Coincidence	Interactive	Interactive F	Pre Controls	Post [Demand Appl	cant Preso	ribed Annua	il Annu	al Annual	kWh Annual k	Wh Cut Shee
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Project Estimate Savings Sum		
Estimated Annual kWh Savings	58,965	
Fotal Change in Connected Load	17.16	
Annual Estimated Cost Savings	\$5,896.50	
Annual Operating Hours	3,068	
		1
nterior Lighting Incentive @ 60.05/kWh (excluding CFLs, sensors, or LED exit signs)	\$2,948.25	
Exterior Lighting Incentive @ 60.50/W (excluding CFLs, sensors, or LED exit signs)	\$0.00	
Total CFL Incentive @ \$1/screw-in CFL lamp; \$15/hard-wired CFL amp (includes all CFLs, both nterior and exterior)	\$0.00	
Fotal LED Exit Incentive @ \$10/exit sign	\$0.00	
Fotal Lighting Controls Incentive @ 25/sensor (includes all Lighting Controls, both interior and exterior)	\$0.00	
Total Calculated Incentive	\$2,948.25	
otal Fixture Quantity excluding CFLs and	165	
ED Exit Sign otal Lamp Quantity for Screw-In CFLs	0	
otal Lamp Quantity for Hard-Wired CFLs	0	
Fotal Fixture Quantity for LED Exit Signs	0	
Total Quantity for Occupancy Sensors	0	
Total Quantity for Daylight Sensors	0	

Demand Savings (For Internal Use Only)	20.47	

STRIPLIGHTS

Intended Use

The MRS strip and industrial retrofit kits are designed to convert existing 4' or 8' strip fixtures to more energy-efficient lamp and ballast technology. Universal bracket design allows easy retrofit to re-lamp or de-lamp, reduce energy consumption, and reduce lamp replacement costs.

Features

Channel covers for strip-tostrip conversion are highreflectance white painted

aluminum and are secured by included quarter-turn brackets. Industrial reflectors are precision-formed aluminum for optimal performance and are available with high-reflectance white or with highly specular anodized aluminum.

Socket brackets are white pre-painted die-formed aluminum and are adjustable to fit strip widths from 4.0" to 5-1/4". Screw slots allow for easy 48" bracket centering. Edges are rounded for installer safety.

Installs quickly and easily using self-taping Tek screws (included). All products ship as components packaged in job packs for minimal waste at the installation site. Consult factory for component job-pack quantities.

Listings

UL/CUL Listed (standard except for 347V; consult factory). Consult factory for NOM availability.

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					- /

Fxample: MRS8 2 32 MVOLT 1/4 RINP WHR

MRS4 4' long 1 32 32WT8 (48") (blank) No ballast, IS ² (blank) No ballast, IS ² MRS8 8' long 2 28T5 28WT5 (46") L/BRS No ballast, RS 1/4 One 4-lan ballast MRS8 8' long 2 54T5HO 54WT5HO (46") MVOLT Multi-volt 1/2 One 2-lan ballast	Ballast ¹	Reflectors ¹
1/3 One 3-lan ballast 2/2 Two 2-lan ballasts	BINP T8 high-performance ballast, normal ballast factor (.88), instant start BILP T8 high-performance ballast, low ballast factor (.78), instant start BIHP T8 high-performance ballast, low ballast factor (.78), instant start BIHP T8 high-performance ballast, high ballast	 (blank) White painted channel cover (no reflector) WHR White industrial reflector SSR Specular industrial reflector, 95% reflective

Notes

- All components (channel covers or reflectors, sockets, socket brackets and lamps) ship separately in bulk quantities. Consult factory for details.
- When no ballast is selected, standard lampholders shipped will be instant 2
- start (IS) sockets. If rapid start (RS) sockets are required, select "L/BRS".
- 3 Consult factory for ballast availability / compatibility.
- 4 Not available in 347V.

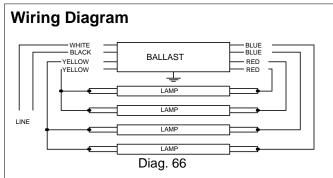
PHILIPS ADVANCE

IOPA4P32LWSC@120V

Brand Name	OPTANIUM
Ballast Type	Electronic
Starting Method	Instant Start
Lamp Connection	Parallel
Input Voltage	120-277
Input Frequency	50/60 HZ
Status	Active

Electrical Specifications

Lamp Type	Num. of Lamps	Rated Lamp Watts	Min. Start Temp (°F/C)	Input Current (Amps)	Input Power (ANSI Watts)	Ballast Factor	MAX THD %	Power Factor	MAX Lamp Current Crest Factor	B.E.F
F32T8/ES (28W)	3	28	60/16	0.58	69	0.85	10	0.99	1.6	1.23
* F32T8/ES (28W)	4	28	60/16	0.71	84	0.77	10	0.99	1.6	0.92

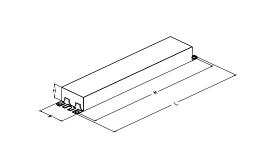


The wiring diagram that appears above is for the lamp type denoted by the asterisk (*)

Standard Lead Length (inches)

			· ·	-	in.	om
	in.	cm.				cm.
Black	25	63.5		Yellow/Blue		0
				Blue/White		0
White	25	63.5				0
Blue	31	78.7		Brown		0
Red	31	78.7		Orange		0
				Orange/Black		0
Yellow	39	99.1				0
Gray		0		Black/White		0
				Red/White		0
Violet		0				

Enclosure



Enclosure Dimensions

OverAll (L)	Width (W)	Height (H)	Mounting (M)
9.50 "	1.7 "	1.18 "	8.90 "
9 1/2	1 7/10	1 9/50	8 9/10
24.1 cm	4.3 cm	3 cm	22.6 cm

Revised 03/02/2010



Data is based upon tests performed by Philips Lighting Electronics N.A. in a controlled environment and is representative of relative performance. Actual performance can vary depending on operating conditions. Specifications are subject to change without notice. All specifications are nominal unless otherwise noted.

PHILIPS LIGHTING ELECTRONICS N.A. 10275 WEST HIGGINS ROAD · ROSEMONT, IL 60018 Tel: 800-322-2086 · Fax: 888-423-1882 · www.philips.com/advance Customer Support/Technical Service: 800-372-3331 · OEM Support: 866-915-5886



Electrical Specifications

Notes:

Section I - Physical Characteristics

1.1 Ballast shall be physically interchangeable with standard electromagnetic or standard electronic ballasts, where applicable.

1.2 Ballast shall be provided with integral leads color-coded per ANSI C82.11.

Section II - Performance Requirements

2.1 Ballast shall be _____ (Instant or Programmed) Start.

2.2 Ballast shall provide Independent Lamp Operation (ILO) for Instant Start or Programmed Start Parallel ballasts allowing remaining lamp(s) to maintain full light output when one or more lamps fail.

2.3 Ballast shall contain auto restart circuitry in order to restart lamps without resetting power.

2.4 Ballast shall operate from 50/60 Hz input source of 120V through 277V with sustained variations of +/- 10% (voltage and frequency). GOPA ballasts shall operate from an input source of 347V.

2.5 Ballast shall be high frequency electronic type and operate lamps at a frequency between 42 kHz and 52 kHz to avoid interference with infrared devices, eliminate visible flicker and avoid Article Surveillance System, such as anti-theft devices.

2.6 Ballast shall have a Power Factor greater than 0.98 for primary lamp.

2.7 Ballast shall have a minimum ballast factor for primary lamp application as follows: 0.77 for Low Watt, 0.87 for Normal Light Output, and 1.18 for High Light for Instant Start ballasts or 0.71 for Low Watt and 0.88 for Normal Light Output for Programmed Start ballasts.

2.8 Ballast shall provide for a Lamp Current Crest Factor of 1.7 or less.

2.9 Ballast input current shall have Total Harmonic Distortion (THD) of less than 10% when operated at nominal line voltage with primary lamp. 2.10 Ballast shall have a Class A sound rating for all 4-foot lamps and smaller.

2.11 Ballast shall have a minimum starting temperature of -29C (-20F) on Instant Start ballasts or -18C (0F) on Programmed Start ballasts for standard T8 lamps and 16C (60F) for energy-saving T8 lamps. Consult lamp manufacturer for temperature versus light output characteristics. 2.12 Ballast shall tolerate sustained open circuit and short circuit output conditions.

2.13 Ballast shall have lamp striation-reduction circuitry.

2.14 Programmed Start ballast shall provide lamp EOL protection circuitry.

2.15 Maximum remote distance for Energy Saving Lamps in Remote/Tandem applications is 6 feet for ICN, IOP, and IOPA Instant Start and Programmed Start models.

Section III - Regulatory Requirements

3.1 Ballast shall not contain any Polychlorinated Biphenyl (PCB).

3.2 Ballast shall be Underwriters Laboratories (UL) listed, Class P and Type 1 Outdoor; and Canadian Standards Association (CSA) certified where applicable.

3.3 Ballast shall comply with ANSI C62.41 Category A for Transient protection.

3.4 Ballast shall comply with ANSI C82.11 where applicable.

3.5 Ballast shall comply with the requirements of the Federal Communications Commission (FCC) rules and regulations, Title 47 CFR part 18, Non-Consumer (Class A) for EMI/RFI (conducted and radiated).

3.6 IOP and IOPA Ballasts shall meet NEMA Premium/CEE High Performance T8 Lighting System Specifications.

3.7 IOP ballasts shall comply with UL Type CC rating.

3.8 Ballast shall comply with NEMA 410 for in-rush current limits.

3.9 Ballast shall meet RoHS Compliance Standards

Section IV - Other

4.1 Ballast shall be manufactured in an ISO 9001 Qualified factory.

4.2 Ballast shall carry a five-year warranty from date of manufacture against defects in material or workmanship, including replacement, for operation at a maximum case temperature of 70C. Ballasts with a "90C" designation in their catalog number shall also carry a three-year warranty at maximum case temperature of 90C.

	100@1201
Brand Name	OPTANIUM
Ballast Type	Electronic
Starting Method	Instant Start
Lamp Connection	Parallel
Input Voltage	120-277
Input Frequency	50/60 HZ
Status	Active

IOPA4P32I WSC@120V

4.3 Manufacturer shall have a twenty-year history of producing electronic ballasts for the North American market.

Notes:

1. Energy-saving T8 lamps (25W, 28W or 30W) may experience lamp striations if operated on ballasts not rated for their use.

Revised 03/02/2010



Data is based upon tests performed by Philips Lighting Electronics N.A. in a controlled environment and is representative of relative performance. Actual performance can vary depending on operating conditions. Specifications are subject to change without notice. All specifications are nominal unless otherwise noted.

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Energy Advantage™ T8

F32T8 ADV850 EW ALTO II

Philips Energy Advantage T8 lamps offer high energy savings in an environmentally responsible lamp.

Product data

• General Characteristics

General Characteristics		Color Rendering	82 Ra8	
Base Base Information Bulb Energy Saving Descidence Life 142	Medium Bi-Pin [Medium Bi-Pin Fluorescent] Green Base T8 Energy Saving 24000 km	Index Color Designation Color Temperature Initial Lumens Design Mean Lumens	Advantage 850 5000 K 2675 Lm 2595 Lm	
Rated Avg Life [12- Hr Prog St]	36000 hr	Product Dimensions		
Rated Avg Life [12- Hr Inst St]	30000 hr	Nominal Length	48	
Rated Avg Life [3-Hr Prog St]	30000 hr	[inch]		
Rated Avg Life [3-Hr	24000 hr	Product Data		
Inst St]		Order code Full product code	927852285101 927852285101	
• Electrical Characterist	ics	Full product name	F32T8 ADV850 EV	
Lamp Wattage	28 W	Order product name Pieces per pack Packing configuration	F32T8 ADV850 EV 1 25	
• Environmental Charac	teristics	Packs per outerbox	25	
Mercury (Hg) Content	1.7 mg	Bar code on pack - EAN1	46677147358	
Content		Dan and an	F004//774472F2	

• Light Technical Characteristics

Picogram per Lumen

Color Code

Hour

Advantage 850 [CCT of 5000K]

27 p/LuHr

EW ALTO II EW ALTO II Bar code on 50046677147353 outerbox - EAN3 927852285101 Logistic code(s) -12NC Net weight per piece 0.001 kg



Energy Advantage™ T8

Dimensional drawing





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www.philips.com/lighting

<u>Mercantile Customer Project Commitment Agreement</u> <u>Cash Rebate Option</u>

THIS MERCANTILE CUSTOMER PROJECT COMMITMENT AGREEMENT ("Agreement") is made and entered into by and between The Toledo Edison Company, its successors and assigns (hereinafter called the "Company") and TVI Inc. dba Savers, Taxpayer ID No. 91-1255756 its permitted successors and assigns (hereinafter called the "Customer") (collectively the "Parties" or individually the "Party") and is effective on the date last executed by the Parties as indicated below.

WITNESSETH

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

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

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

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

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

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

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

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

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

 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.

Version 9.11.2012

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

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

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

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

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

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TVI Inc. dba Savers 11400 SE 6th St. Suite 220 Bellevue, WA 98004 Attn:Kirk Bezanson Telephone:(425) 456-1757 Fax:n/a Email:KBezanson@savers.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.

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

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

The Toledo Edison Company_ (Company) in By:

Title: V.P. Of Energy Efficiency

Date: 1 - 11 - 13

TVI Inc. dba Savers_ (Customer) KAYLYN DALGERT By: mtri Title: Date:)

Affidavit of TVI Inc. dba Savers - Exhibit _A _

COUNTY OF Lucas)

STATE OF OHIO

SS: 91-1255756

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

)

- 1. I am the Corporate Controller of TVI Inc. dba Savers ("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 Toledo Edison Company ("Company"), which are the subject of the agreement to which this affidavit is attached ("Project(s)").
- 3. In exchange for making such a commitment, the Company has agreed to provide Customer with Cash ("Incentive"). This Incentive was a critical factor in the Customer's decision to go forward with the Project(s) and to commit the Project(s) to the Company.
- 4. All information related to said Project(s) that has been submitted to the Company is true and accurate to the best of my knowledge.

FURTHER AFFIANT SAYETH NAUGHT.

LYNN DAUGERT

Kh Sworn to before me and subscribed in my presence this (2 day of 2012)Notary

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This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/5/2013 4:39:05 PM

in

Case No(s). 13-0107-EL-EEC

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