

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

Case No.: 13-0296-EL-EEC

Mercantile Customer:

Betco Corporation

Electric Utility:

The Toledo Edison Company

Program Title or

Energy Efficiency Air Compressor Replacement for 2012

Description:

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

Completed applications requesting the cash rebate reasonable arrangement option (Option 1) in lieu of an exemption from the electric utility's energy efficiency and demand reduction (EEDR) rider will be automatically approved on the sixty-first calendar day after filing, unless the Commission, or an attorney examiner, suspends or denies the application prior to that time. Completed applications requesting the exemption from the EEDR rider (Option 2) will also qualify for the 60-day automatic approval so long as the exemption period does not exceed 24 months. Rider exemptions for periods of more than 24 months will be reviewed by the Commission Staff and are only approved up the issuance of a Commission order.

Complete a separate application for each customer program. Projects undertaken by a customer as a single program at a single location or at various locations within the same service territory should be submitted together as a single program filing, when possible. Check all boxes that are applicable to your program. For each box checked, be sure to complete all subparts of the question, and provide all requested additional information. Submittal of incomplete applications may result in a suspension of the automatic approval process or denial of the application.

Any confidential or trade secret information may be submitted to Staff on disc or via email at ee-pdr@puc.state.oh.us.

Section 1: Mercantile Customer Information

Name:	Betco	o Corporation						
Princip	Principal address: 1001 Brown Ave., Toledo, OH 43607							
Addres	s of fa	acility for which this energy efficiency program applies:						
1001 Br	own.	Ave., Toledo, OH 43607						
Name a	and te	elephone number for responses to questions:						
Joe Pro	volisł	n - Engineering Manager (419-725-3820)						
Elec	tricit	y use by the customer (check the box(es) that apply):						
	\boxtimes	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.						
	\boxtimes	Jointly with the electric utility.						
B)	The	electric utility is: The Toledo Edison Company						
C)	The	customer is offering to commit (check any that apply):						
		Energy savings from the customer's energy efficiency program. (Complete Sections 3, 5, 6, and 7.)						
		Capacity savings from the customer's demand response/demand reduction program. (Complete Sections 4, 5, 6, and 7.)						
	\boxtimes	Both the energy savings and the capacity savings from the customer's energy efficiency program. (Complete all sections of the Application.)						

Revised June 24, 2011 -2-

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)	Ene	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: 499,106 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

Revised June 24, 2011 -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 s	savings:]	kΝ	71	1
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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.

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?
	See	Exhibit 2
C)		at is the peak demand reduction achieved or capable of being achieved ow calculations through which this was determined):
		<u>61</u> kW

Revised June 24, 2011 -5-

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

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

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

A)	The custor	e customer is applying for:					
	○ Option	on 1: A cash rebate reasonable arrangement.					
	OR						
		on 2: An exemption from the energy efficiency cost recovery anism implemented by the electric utility.					
	OR						
	Com	mitment payment					
В)	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 \$29,946. (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 -6-

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

OR

program.)

Section 6: Cost Effectiveness

The program (choose whi	n is cost effective because it has a benefit/cost ratio greater than 1 using the ch 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.)
Subsecti	on 1: TRC Test Used (please fill in all blanks).
av di ar	he TRC value of the program is calculated by dividing the value of our voided supply costs (generation capacity, energy, and any transmission or istribution) by the sum of our program overhead and installation costs and my incremental measure costs paid by either the customer or the electric tility.
	The electric utility's avoided supply costs were
	Our program costs were
	The incremental measure costs were

Revised June 24, 2011 -7-

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.

Revised June 24, 2011 -8-



Case No.: 13-0296-EL-EEC

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

State of Ohio:

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

1. I am the duly authorized representative of:

Betco Corporation
[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.

| John Engineerity Manager | Signature of Affiant & Title |
| Sworn and subscribed before me this | Depart | Depar

BRYNJA JEAN EISENHAUMR Notary Public, State of Oblo My Commission Expires 09/05/2016

My commission expires on 9/5/20/6

Site Address: Betco

Principal Address: 1001 Brown Avenue

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	Compressor	We were running five compressors to keep up with our air demand. The project was to replace all five compressors and purchase one efficient compressor to keep up with our demand. Please see the list of compressors below that were replaced. The original compressor was installed in 1990 and as the business grew we added more compressor to keep up with growth the of the business. We replaced all five of our compressors with one new 100 HP variable speed drive compressor. We also installed a receiver tank in manufacturing to reduce the air surge on our air compressor when off-loading tankers. 1) 75 HP Sullair -1685-75L Motor Eff. 902 (-2) 25 HP Quincy -QSB-25 Motor Eff. 910; 3.) 25 HP Gardner Denver -EBEPFH Motor Eff. 910; 4.) 30 HP LeRoi-30SST Motor Eff. 910; 5.) 25 HP Joy -TAO25B4-2 Motor Eff. 910	compressor. Please see attached before (ex-ante) and after (ex-post) air	Betco was at the stage where we needed to add another compressor or replace what we had. The compressors were only about at half of their usable life based on machine hours.	N/A

Docket No. 13-0296

Site: 1001 Brown Avenue

Rev (2.1.2012)

Customer Legal Entity Name: Betco Corporation

Site Address: Betco

Principal Address: 1001 Brown Avenue

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (c) Note 1
2011	1,083,700	1,083,700	1,083,700
2010	1,131,000	1,131,000	1,131,000
2009	1,073,500	1,073,500	1,073,500
Average	1,096,067	1,096,067	1,096,067

Project Number		Project Name	In-Service Date	Project Cost \$	50% of Project Cost \$	KWh Saved/Year (D) counting towards utility compliance	KWh Saved/Year (E) eligible for incentive	Utility Peak Demand Reduction Contribution, KW (F)	Prescriptive Rebate Amount (G) \$	Eligible Rebate Amount (H) \$ Note 2
1	Compressor		12/31/2012	\$91,252	\$45,626	499,106	499,106	61	\$39,928	\$29,946
						-	-	-		
						-		-		
						-	-	-		
						-		-		
						-	-	-		
						-		-		
			Total	\$91,252		499,106	499,106	61	\$39,928	\$29,946

Docket No. 13-0296

Site: 1001 Brown Avenue

Notes

(2) The eligible rebate amount is based upon 75% of the rebates offered by the FirstEnergy Commercial and Industrial Energy Efficiency programs or 75% of \$0.08/kWh for custom programs for all energy savings eligible for a cash rebate as defined in the PUCO order in Case NO.10-834-EL-EEC dated 9/15/2010, not to exceed the lesser of 50% of the project cost or \$250,000 per project. The rebate also cannot exceed \$500,000 per customer per year, per utility service territory.

⁽¹⁾ Customer's usage is adjusted to account for the effects of the energy efficiency programs included in this application. When applicable, such adjustments are prorated to the in-service date to account for partial year savings.



Exhibit 3 Utility Cost Test

UCT = Utility Avoided Costs / Utility Costs

Project	Total Annual Savings, MWh	Utility Avoided Cost \$/MWh	Utility Avoided Cost \$	Utility Cost \$	Cash Rebate \$	Administrator Variable Fee \$	Total Utility Cost \$	UCT
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1	499	\$ 308	\$ 153,864	\$ 4,050	\$29,946		\$ 33,996	4.5

Total	499	\$ 308	153,864	4,050	\$29,946	\$ 0	33,996	4.5

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)

Betco Corporation ~ Betco Docket No. 13-0296

Site: 1001 Brown Avenue



Ohio Edison • The Illuminating Company • Toledo Edison

Mercantile Customer Program - Custom Project Rebate Calculator

Project Name and Number:	Air Compressor Replacement with VSD
Site Name:	Betco Corporation
Completed by (Name):	Joe Provolish - Plant Engineering Mgr.
Date completed:	12/31/2012

Energy Conservation Measure	Annual Energy Savings kWh	Eligible Prescriptive Rebate Amount kWh * \$0.08
Sullair Model 7509PV - Energy Series 100hp	499,106	39928.48
air compressor and dryer with VSD		
Total Project Energy Savings kWh	499,106	
Total Custom Prescriptive	•	\$ 39,928.48

Notes about this repate calculation:
Compressed Air System Evaluation and Data Logging to quantify energy savings completed by Diversified Air Systems, Brooklyn Hts, Ohio for old equipment on
11/30/2012 and on the new energy efficient equipment on 3/14/2012.

SysteMate

Compressed Air System Evaluation

03/14/2013

Betco 1001 Brown Ave Toledo, OH 43607

Performed By:

Diversified Air Systems

4760 Van Epps Road

Cleveland, OH 44131

Ron Fugate





The following is a summary system performance review prepared for Betco by Diversified Air Systems using the SysteMate analysis package and the LogAir Datalogging System. This package uses the principles and equations as adopted for compressor load profiles from the U.S. DOE Compressed Air Challenge. The datalogging tools were used to analyze and record data every 15 seconds and store more than 80,640 data points. The evaluation was started at 2/23/2013 12:00:00 and ended at 3/2/2013 12:00:00 for a total logging period of 7 Days.

The primary goal of this review was to establish the current compressed air system demand and performance profile. This review was conducted for Betco at the request of Joe Provalish.

Site Co	ndition	S
City		Toledo
State/Province/Country		ОН
Elevation (Feet)		693
Amblent Temperature	49	deg. F
Ambient Humidity	74	%Relative

The site conditions are based on either recorded conditions or NOAA standard site conditions for this area.

En	ergy Rate	
Annual Operating Hours	8,73	6 Hrs/Year
Utility Company	Default \$0.0	8/kwh \$10 Demand
Base Energy Rate	0.10	\$/kwh
Demand Rate	10.00	\$/kw/Month

Annual Operating Hours are either actual calculated running hours of the compressors or reported hours provided by plant personnel.

The Energy Rate information is based on information provided by your personnel.

	Co	mpressor Rati	ngs					
Compressor Name Compressor Type	Manufacturer	Model Control Type	Nominal HP	Motor Eff.	Rated PSIG	Rated AGFM	Full load BHP	Fan HP
Sullair 7509PV 100HP Single Stage Lubricated Rotan	Sullair v Screw	7509PV Variable Speed	100.0	0.950	125	457	115.0	3.0

The compressor ratings are obtained from a combination of site gathered nameplate data and published manufacturer's data.

From the above entered information and the logged data the SysteMate program uses the DOE\CAGI\CAC standard curves to determine load profiles and CFM output of the compressors. This information is summarized below and graphically represented in the attached graphs.

Please note that the summary information below is for the period from 2/23/2013 12:00:00 through 3/2/2013 12:00:00 and should be reviewed to determine if this represents an accurate portrayal of the average loading profile for this facility.

Compressor Performance Summary										
Compressor Name	Manufactuer Model	Nominal HP	% Run Time	Average HP	% Loaded Power	% Loaded CFM	Average Pressure	Average Flow	Efficiency CFM/bHP	Annual Cost
Sullair 7509PV 100HP	Sullair 7509PV	100.0	91.7	22.0	21	15	102.3	67.6	3.07	24,824

	System	Summary	
	Flow(SCFM)	Pressure (psig)	Horsepower
Minimum	0.0	93,4	5.4
Average	62.0	102.3	23,8
Maximum	396.5	106.3	90.46
	Annual Cost	\$24,823.67	

We truly appreciate the opportunity to help you assess and evaluate your compressed air system. We hope this information provided you with a basis to help you continue to improve your compressed air system. Should you need any further assistance do not hesitate to call.

Sincerely,

Ron Fugate

Diversified Air Systems

SysteMate

Compressed Air System Evaluation

11/30/2012

BETCO 1001 BROWN AVENUE TOLEDO, OHIO 43607

Performed By:

Diversified Air Systems
4760 Van Epps Road
Cleveland, OH 44131
Ron Fugate





The following is a summary system performance review prepared for Betco by Diversified Air Systems using the SysteMate analysis package and the LogAir Datalogging System. This package uses the principles and equations as adopted for compressor load profiles from the U.S. DOE Compressed Air Challenge. The data logging tools were used to analyze and record data every 15 seconds and store more than 403,200 data points. The evaluation was started at 11/14/2012 16:00:00 and ended at 11/21/2012 15:59:45 for a total logging period of 7 Days.

The primary goal of this review was to establish the current compressed air system demand and performance profile. This review was conducted for Betco at the request of Joe Provolish.

Site Conditions					
City		Toledo			
State/Province/Country		ОН			
Elevation (Feet)		693			
Amblent Temperature	49	deg. F			
Amblent Humidity	74	%Relative			

The site conditions are based on either recorded conditions or NOAA standard site conditions for this area.

En	ergy Rate			
Annual Operating Hours	8,62	20 Hours/Year		
Utility Company	Default \$0,08/kwh \$10 Demar			
Base Energy Rate	0.10	\$/kwh		
Demand Rate	10.00	\$/kw/Month		

Annual Operating Hours are either actual calculated running hours of the compressors or reported hours provided by plant personnel.

The Energy Rate information is based on information provided by your personnel.

	Cor	npressor Rat	ings					
Compressor Name Compressor Type	Manufacturer	Model Control Type	Nominal HP	Motor Eff.	Rated PSIG	Rated ACFM	Full load BHP	Fan HP
Süllair 75HP Single Stage Lubricated Rotary	Süllair y Screw	16BS-75L Inlet Modulation wi	75.0 th Blow Down	0.924	100	370	88.5	3.0
Quincy 25HP Single Stage Lubricated Rotary	Quincy y Screw	QSB-25 Inlet Modulation wi	25.0 th Blow Down	0.910	100	140	29.6	0.0
Gardner Denver 25HP Single Stage Lubricated Rotary	Gardner Denver y Screw	EBEPFH Inlet Modulation wi	25.0 th Blow Down	0.910	100	111	31.3	0.0
LeRol 30HP Single Stage Lubricated Rotary	Comp Air / Lerol y Screw	30SST Inlet Modulation wi	30.0 th Blow Down	0.910	100	204	35.3	0.0
Joy 25 HP Single Stage Lubricated Rotary	Joy / Cooper y Screw	TAO25B4-2 Load/Unload	25.0	0.910	125	90	29.7	0.0

The compressor ratings are obtained from a combination of site gathered nameplate data and published manufacturer's data.

134 }}

From the above entered information and the logged data the SysteMate program uses the DOE\CAG\CAC standard curves to determine load profiles and CFM output of the compressors. This information is summarized below and graphically represented in the attached graphs.

Please note that the summary information below is for the period from 11/14/2012 16:00:00 through 11/21/2012 15:59:45 and should be reviewed to determine if this represents an accurate portrayal of the average loading profile for this facility.

	Compressor Performance Summary										
Compressor Name	Manufacturer . Model	Nominal IIP	% Run Time	Average IIP	% Loaded Power	% Loaded CFM	Average Pressure	Average Flow	Efficiency CFM/bHP	Annual Cost	
Sullair 75HP	Sullair 16BS-75L	75.0	98.7	54.4	59	24	109.2	90.5	1.66	47,978	
Quincy 25HP	Quincy QSB-25	25,0	89.0	12.9	43	13	104.1	17.9	1,39	9,604	
Gardner Denver 25HP	Gardner Denver EBEPFH	25.0	89.0	18,1	57	26	104.7	29.2	1.61	13,520	
LeRol 30HP	Comp Air / Lerol 30SST	30.0	98.7	21.0	59	22	104,1	45.4	2.16	17,765	
Joy 25 HP	Joy TAO25B4-2	25.0	0.9	22.3	81	61	111.4	55.6	2,50	5,023	

The previous information represents a detailed performance summary of how each compressor in the system an during the data logging period. Below is a summary for the total systems performance over the entire period.

ſ	Flow(SCFM)	Pressure (psig)	Horsepower
Minimum	0.0	0.0	0.0
Average	176.6	104.0	105.5
Maximum	388.7	124.7	170.73
Maximum	388.7 Annual Cost	\$93,890.51	170,73

We truly appreciate the opportunity to help you assess and evaluate your compressed air system. We hope this information provided you with a basis to help you continue to improve your compressed air system. Should you need any further assistance do not hesitate to call.

Sincerely,

Ron Fugate

Diversified Air Systems

Betco - Air Compressor Energy Efficiency Project



In Service Date = 12/31/2012

OLD Equipment - Compressor Performance Summary (Diversified Air Systems Data Logging)

		Avg. hp	Avg. kW	Run time	Hours	kWh
а	Sullair - 75hp	54.4	40.6	0.987	8646	350,880
b	Quincy - 25hp	12.9	9.6	0.890	7796	75,028
С	Gardner Denver - 25hp	18.1	13.5	0.890	7796	105,272
d	LeRoi - 30hp	21.0	15.7	0.987	8646	135,450
е	Joy - 25hp	22.3	16.6	0.900	7884	131,157
	Avg. per data logging	105.5	78.7		8154	641,729

NEW Energy Efficient Equipment - Compressor Performance Summary (Diversified Air Systems Data Logging)

		Avg. hp	Avg. kW	Run time	Hours	kwn	
а	Sullair - 100hp	23.8	17.8	0.917	8033	142,623	
	Project Annual Energy Savings		kW 60.9	de	elta	kWh 499,106	
	Approx. Cash Rebate Incentive Project Cost			Total	\$91,252	\$29,946 \$45,626	\$0.06 0.50

Mercantile Customer Project Commitment Agreement Cash Rebate Option

THIS MERCANTILE CUSTOMER PROJECT COMMITMENT AGREEMENT ("Agreement") is made and entered into by and between The Toledo Edison Company, its successors and assigns (hereinafter called the "Company") and Betco Corporation, Taxpayer ID No. 34-1786510 its permitted successors and assigns (hereinafter called the "Customer") (collectively the "Parties" or individually the "Party") and is effective on the date last executed by the Parties as indicated below.

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- b. A Party receiving such Confidential Information shall protect it with the same standard of care as its own confidential or proprietary information.
- c. A Party receiving notice or otherwise concluding that Confidential Information furnished by the other Party in connection with this Agreement is being sought under any provision of law, to the extent it is permitted to do so under any applicable law, shall endeavor to:

 (i) promptly notify the other Party; and (ii) use reasonable efforts in cooperation with the other Party to seek confidential treatment of such Confidential Information, including without limitation, the filing of such information under a valid protective order.
- d. By executing this Agreement, Customer hereby acknowledges and agrees that Company may disclose to the Commission or its Staff any and all Customer information, including Confidential Information, related to a Customer Energy Project, provided that Company uses reasonable efforts to seek confidential treatment of the same.
- 6. Taxes. Customer shall be responsible for all tax consequences (if any) arising from the payment of the Cash Rebate.
- 7. Notices. Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement must be in writing and must be delivered or sent by overnight express mail, courier service, electronic mail or facsimile transmission addressed as follows:

If to the Company:

FirstEnergy Service Company 76 South Main Street Akron, OH 44308 Attn: Victoria Nofziger

Telephone: 330-384-4684 Fax: 330-761-4281

Email: vmnofziger@firstenergycorp.com

If to the Customer:

Betco Corporation 1001 Brown Ave. Toledo, Ohio 43607 Attn: Joe Provolish Telephone: 419-725-3820

Fax: 419-725-4451

Email: jprovolish@betco.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.

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)
By: Jah C. Varin
Title: V.P. Of Energy Efficiency
Date: 5-14-13
Betco Corporation_
By: Customer)
Title: Plant Engineering Manager
nate: 5/8/13

*

Affidavit of Betco Corporation - Exhibit _A_

STATE OF OHIO SS: COUNTY OF LUCAS

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

- 1. I am the Engineering Manager of Betco Corporation ("Customer") As part of my duties, I oversee energy related matters for the Customer.
- 2. The Customer has agreed to commit certain energy efficiency projects to The Toledo Edison Company ("Company"), which are the subject of the agreement to which this affidavit is attached ("Project(s)").
- 3. In exchange for making such a commitment, the Company has agreed to provide Customer with Cash ("Incentive"). This Incentive was a critical factor in the Customer's decision to go forward with the Project(s) and to commit the Project(s) to the Company.
- 4. All information related to said Project(s) that has been submitted to the Company is true and accurate to the best of my knowledge.

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to before me and subscribed in my presence this 8 day of May, 20/3

BRYNJA JEAN EISENHAUER Notary Public, State of Ohlo My Commission Expires 09/05/2016

Je Provoláh 5/8/13

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/5/2013 4:51:45 PM

in

Case No(s). 13-0296-EL-EEC

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