

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

Case No.: 13-0331-EL-EEC

Mercantile Customer: Dollar Tree Inc.

Electric Utility: Ohio Edison Company

Program Title or

Energy Efficiency Upgrade

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:Dollar Tree Inc. Principal address:500 Volvo Parkway, Chesapeake, VA 23320 Address of facility for which this energy efficiency program applies:5081 North Abbe Road, Sheffield Village, OH 44035 Name and telephone number for responses to questions: Keith Johnson, 757-321-5435 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** The customer is filing this application (choose which applies): A) Individually, without electric utility participation. Jointly with the electric utility. B) The electric utility is: Ohio 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.)

Revised June 24, 2011 -2-

Capacity savings from the customer's demand response/demand

Both the energy savings and the capacity savings from the customer's energy efficiency program. (Complete all sections of the Application.)

reduction program. (Complete Sections 4, 5, 6, and 7.)

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):
		<u>11/21/12</u> .
		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: 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 savings: 47997 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.

Revised June 24, 2011 -4-

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.
B)	On	what date did the customer initiate its demand reduction program?
	<u>11/</u>	21/12
C)		at is the peak demand reduction achieved or capable of being achieved ow calculations through which this was determined):
		<u>14</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	ner is applying for:
	Optio	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
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 \$2127.00. (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.)

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 program.)

Section 6: Cost Effectiveness

OR

The program is co (choose which app	est effective because it has a benefit/cost ratio greater than 1 using the blies):
Tota	l Resource Cost (TRC) Test. The calculated TRC value is: _(Continue to Subsection 1, then skip Subsection 2)
	ty Cost Test (UCT) . The calculated UCT value is: See Exhibit 3 (Skip absection 2.)
Subsection 1:	TRC Test Used (please fill in all blanks).
avoided distribu	C value of the program is calculated by dividing the value of our supply costs (generation capacity, energy, and any transmission or tion) by the sum of our program overhead and installation costs and remental measure costs paid by either the customer or the electric
	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-



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

				(,,
Case No.:	13 -	-EL-EEC				
State of Ohio:	:					
Keith Johnson	, Affiant,	being duly sworn	according to	law, depose	es and says that:	
1. I am th	e duly au	thorized representa	ative of:			
	Tree Stor	res, Inc. her or EDU company r	name and any	applicable name	e(s) doing business	as]
includi person	ng any ex	ly examined all the shibits and attachme liately responsible lieve that the informal street in the second street in the second s	nents. Based e for obta	upon my ex	amination and information cor	nquiry of those
Signature of A	ffiant &	Directur Title				
Sworn and sub	scribed b	pefore me this <u>19</u>	day of_	July		Month/Year
Krist	hu/	ahi ministering oath		Nota	Name and Title	
My commission	on expires	s on <u>4-30-1</u>	3	- ARECONNY CO	STIN NOTARY PUBLIC MMISSION	

Site Address: Dollar Tree #2299
Principal Address: 5081 North Abbe Road

Proje No	ect	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	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	3	#2299	Sylvania FO32/830/ECO lamps being installed in the Dollar Tree new construction.	See DollarTree_OE (13-0331) - Lighting Project Cash Rebate Form	n/a	N/A
2	3	#2299	2 Carrier 48HC HVAC units	See DollarTree_OE (13-0331) - DT HVAC Worksheet	n/a	N/A
	-					
	-					
	-					
	-					
	-					

What date would you have replaced your

Customer Legal Entity Name: Dollar Tree Inc.

Site Address: Dollar Tree #2299

Principal Address: 5081 North Abbe Road

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (c) Note 1
2011	71,031	71,031	71,031
Average	71,031	71,031	71,031

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	Commitment Payment \$
1	#2299		11/21/2012	\$9,730	\$4,865	33,444	33,444	7	\$1,672	\$1,254	
2	#2299		11/21/2013	\$7,882	\$3,941	14,553	14,553	7	\$1,164	\$873	
						-	-	-			
						-	-	-			
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						-	-	-			
			Total	\$17,612		47,997	47,997	14	\$2,836	\$2,127	\$0

Docket No. 13-0331

Site: 5081 North Abbe Road

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	C	Avoided ost //Wh	Util	ity Avoided Cost \$	U	Itility Cost \$	Cash Rebate \$	Administrator Variable Fee \$	Tot	tal Utility Cost \$	UCT
	(A)	((B)		(C)		(D)	(E)	(F)		(G)	(H)
1	33	\$	308	\$	10,310	\$	2,025	\$1,254		\$	3,279	3.1
2	15	\$	308	\$	4,486	\$	2,025	\$873		\$	2,898	1.55

Total	48	\$ 308	14,797	4,050	\$2,127	\$ 0	6,177	2.4

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)

Dollar Tree Inc. ~ Dollar Tree #2299

Docket No. 13-0331

Site: 5081 North Abbe Road

Lighting Inventory Form

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	Date: Lighting Zone (exterior only):			Lighting Zi	na Ione 0			THE REST COLUMN 2, THE QUALITIES OF CO.	rea and this ages in Column III, and the quan	titles of sensors in Column R, will be used to calculate your incentive of		to Lighting turns.								
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Project Estimated Annual Savings Summary

Total Lamp Quantity for retrofit Hard-Wired CFLs	0
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

8.56

Demand Savings (For Internal Use	
Only)	

METALUX®

DESCRIPTION

The SS Series is a functional and multi-purpose wide strip family that incorporates premium performance and construction durability. The performance and application versatility of this series can be increased by incorporating symmetrical or asymmetrical reflectors. The SS Series can be installed using various mounting methods and numerous options and accessories are available.

Catalog # Type Project Comments Prepared by Date

APPLICATION

The SS Series can be the illumination solution in commercial, industrial, retail and residential applications. Fixtures can be used in storage/utility areas, coves, display cases, shops, task and general area lighting.

SPECIFICATION FEATURES

A...Construction

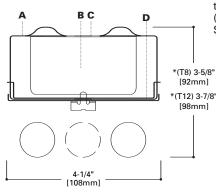
Channel die formed code gauge prime cold rolled steel. Numerous KOs for ease of installation. End plate quickly converts to snap-in channel connector for continuous row alignment. Lampholder mounting brackets easily installed with snap-in action. Channel/wireway cover secured with quarter-turn fasteners.

B...Electrical*

Ballasts are CBM/ETL Class "P" and are positively secured by mounting bolts. Pressure lock lampholders. UL/CUL listed. Suitable for damp locations.

C...Finish

Multistage iron phosphate pretreatment ensures maximum bonding and rust inhibitor. Lighting upgrade, baked white enamel finish.



D...Channel/Wireway Cover

Die formed heavy gauge steel. Tight fit for ease of maintenance. Easily removed without use of tools. Optional reflector available incorporating silver technology enhancements. (Silver Lining) Consult Pre Sales Technical Support.



217 225

240 232

2' STRIP 1 OR 2 LAMP LTS OR HTS 3' OR 4' STRIP

Standard Striplight

1 OR 2 LAMP

ENERGY DATA

Input Watts:

EB Ballast & STD Lamps

117 (20), 217 (36), 130 (50), 125 (37) 140 (38), 132 (30), 230 (60), 225 (47) 240 (72), 232 (61)

ES Ballast & STD Lamps

125 (33), 140 (38), 132 (30), 117 (23) 217 (45), 230 (74), 225 (65), 240 (86) 232 (71)

STD Ballast & STD Lamps

120 (32), 220 (58)

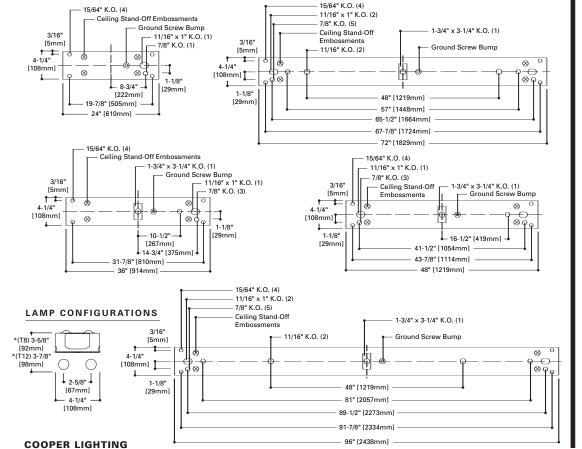
Luminaire Efficacy Rating **LER = FS-88** Catalog Number: SS-232

Yearly Cost of 1000 lumens, 3000 hrs at .08 KWH = \$2.73

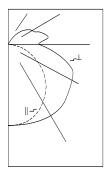
(*Reference the lamp/ballast data in the Technical Section for specific lamp/ballast requirements.



MOUNTING DATA



PHOTOMETRICS



SS-232 Electronic Ballast FO32T8 Lamps 2900 Lumens

Spacing criterion: (II) 1.3 x mounting height, (⊥) 1.6 x mounting height

Efficiency 91.6%

Test Report: **SS232.IES**

LER = FS-88

Yearly Cost of 1000 lumens, 3000 hrs at .08 KWH = \$2.73

Coefficients of Utilization

	Effective floor cavity reflectance					20	%												
rc		80%				7	0%			50%	,		30%	,		10%		0	%
rw	70	50	30	10	70	50	30	10	50	30	10	50	30	10	50	30	10	0	
RCR																			
0	105	105	105	105	100	100	100	100	92	92	92	84	84	84	77	77	77	7	4
1	93	87	83	78	88	84	79	75	76	73	70	70	67	64	64	61	59	5	6
2	83	74	67	61	79	71	65	59	65	60	55	59	55	51	54	51	47	4	4
3	75	64	56	49	71	62	54	48	56	50	45	51	46	42	47	42	39	3	6
4	68	56	48	41	65	54	46	40	49	43	37	45	39	35	41	36	32	3	0
5	62	50	41	35	59	48	40	34	44	37	32	40	34	30	37	32	28	2	5
6	57	44	36	30	54	43	35	29	39	32	27	36	30	26	33	28	24	2:	2
7	53	40	32	26	50	38	31	25	35	29	24	33	27	22	30	25	21	19	9
8	49	36	28	23	47	35	27	22	32	26	21	30	24	20	27	22	19	1	7
9	46	33	25	20	44	32	25	20	30	23	19	27	22	18	25	20	17	1	5
10	43	30	23	18	41	29	22	18	27	21	17	25	20	16	23	18	15	1:	3

Zonal Lumen Summary

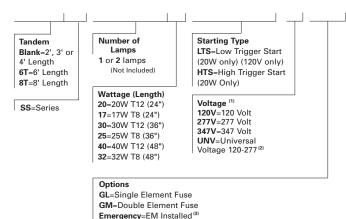
Zone	Lumens	%Lamp	%Fixture
0-30	830	14.3	15.6
0-40	1411	24.3	26.6
0-60	2753	47.5	51.8
0-90	4288	73.9	80.7
90-180	1023	17.6	19.3
0-180	5311	91.6	100.0

Candela

Angle	Along II	45°	Across⊥
0	1017	1017	1017
10	1007	1010	1021
20	949	985	1030
30	857	951	1042
40	738	906	1029
50	588	830	978
60	422	727	920
70	252	632	834
80	104	456	601
90	0	253	393
100	0	320	518
110	0	246	430
120	0	199	353
130	0	131	263
140	0	69	167
150	0	17	76
160	0	1	7
170	0	0	0
180	0	0	0

ORDERING INFORMATION

SAMPLE NUMBER: SS-232-120V-EB81-U



NOTES: ⁽¹⁾Products also available in non-US voltages and frequencies for international markets. ⁽²⁾Not available when specifying emergencies, voltage must be specific. ⁽³⁾Not available for 2' ve ⁽⁴⁾For SilverLining reflector add SR in Catalog Number, Example: STN/SS-SR-SYM-6

Specifications & dimensions subject to change without notice. Consult your Cooper Lighting Representative for availability and ordering information.

Ballast Type (1)

LE3=T12 Magnetic Energy Saving LEOC8=T8 Magnetic Energy Saving EB8_=T8 Electronic Instant Start.

Total Harmonic Distortion < 20% No. of Ballast

1. 2 or 3

EB8_/PLUS=T8 Electronic Instant Start. High Ballast Factor >1.13. Total No. of Harmonic Distortion < 20% Ballast

1, 2 or 3

ER8_=T8 Electronic Program Rapid Start. Total Harmonic Distortion < 10%

No. of Ballast 1, 2 or 3

TEB8_=T8 Electronic Instant Start. Total Harmonic Distortion < 10%

No. of Ballast 1, 2 or 3

EB2_=T12 Electronic Rapid Start.

No. of Ballast

DLS=Digital Lighting System Dimming

Options Packaging RIF1=Radio Interference U=Unit Pack Suppressor **4B**=4 Bulk 6-3/18 SJT-C&P-515P= Gord & Plug (120V)
6-3/18 SJT-C&PL715P=Cord & Plug (277V)
PI/CPI=Plug-In Option
TILW=Tandem In-Line Wiring Option (Consult TILW Option Catalog Page) RLS=Rotor-Lock Socket (T8 Lamps Only)

(See options & accessories)

SHIPPING INFORMATION

OTTO TOTAL	OHIMATION
Catalog No.	Wt.
SS-117	7 lbs.
SS-217	7 lbs.
SS-125	9 lbs.
6TSS-125	16 lbs.
SS-225	9 lbs.
6TSS-225	15 lbs.
SS-132	9 lbs.
8TSS-132	16 lbs.
SS-232	7 lbs.
8TSS-232	20 lbs.

ACCESSORIES

(Order Separately)

A1B=Spacer

GRP-SS=Gripper Hanger (Use 2 Per Fixture)

AYC-Chain/Set=36" Chain Hanger (Use 1 Set Per Fixture)

SCF=Fixed Stem Set (Specify Length)

SCS=Swivel Stem Set (Specify Length)

CLC=Long Channel Connector

STN/SS-ASY-3⁽⁴⁾=3" Asymmetric Reflector (Specify 2', 3', or 4')

STN/SS-ASY/REV-3⁽⁴⁾=3" Asymmetric Reverse Reflector

(Specify 2', 3', or 4')

STN/SS-SYM-6⁽⁴⁾=6" Symmetric Reflector Specify (2', 3', or 4')

STN/SS-ASY-6⁽⁴⁾=6" Asymmetric Reflector (Specify 2', 3', or 4')

IC-4FT-REFL(4)=12" Symmetric Reflector

WG/SS-4FT=Wire Guard

COOPER Lighting

(Additional Accessories Available. See Options and Accessories Section.)

Return to search

Print Page



Product Number: 21767

Order Abbreviation: FO32/841/XP/ECO3

General Description:

32W, 48" MOL, T8 OCTRON XP Extended Performance fluorescent lamp, 4100K color temperature, rare earth phosphor, 85 CRI, suitable

for IS or RS operation, ECOLOGIC®3

Product Information

Abbrev. With Packaging Info. FO32841XPECO3 30/CS 1/SKU

47.780 Actual Length (in) Actual Length (mm) 1213.61 Average Rated Life (hr) 36000

Base Medium Bipin

Bulb T8 Color Rendering Index (CRI) 85 Color Temperature/CCT (K) 4100 Diameter (in) 1.100 Diameter (mm)

Family Brand Name OCTRON® 800 XP® ECOLOGIC®3

ANSI C78.81 - 2001 **Industry Standards**

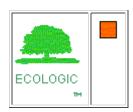
Initial Lumens at 25C 3000 Mean Lumens at 25C 2850 48.000 Nominal Length (in) 1219.20 Nominal Length (mm) 32.00 Nominal Wattage (W)

Additional Product Information

Product Documents, Graphs, and Images

Compatible Ballast

Packaging Information



Footnotes

 The 36,000 hour average rated life of the linear 2,3,4 and 5 foot OCTRON® 800XP/ECO, FO30/800XP/SS/ECO, FO28/800XP/SS/ECO and FO32/25W/800XP/SS/ECO. OCTRON(R)lamps is based on operation at 3 hours per start on a QUICKTRONIC(R) programmed start ballast. If operated on other ballasts for T8 OCTRON lamps, lamp life will be 36,000 hours for programmed

12/11/2009 10:09 AM 1 of 2

- rapid start operation and 24,000 hours for instant start operation at 3 hours per start."
- Approximate initial lumens after 100 hours operation.
- The life ratings of fluorescent lamps are based on 3 hr. burning cycles under specified conditions and with ballast meeting ANSI specifications. If burning cycle is increased, there will be a corresponding increase in the average hours life.
- Minimum starting temperature is a function of the ballast; consult the ballast manufacturer.
- OCTRON lamps should be operated only with magnetic rapid start ballasts designed to operate 265 mA, T-8 lamps or high frequency (electronic) ballasts that are either instant start, or rapid start, or programmed rapid start specifically designed to operate T8 lamps. OCTRON lamps may be operated on instant start ballasts with ballast factors ranging from a minimum of 0.71 to a maximum of 1.20 at the nominal ballast input voltage. When OCTRON lamps are operated in the instant start mode, the two wires or two contacts of each socket should be connected to each other. They should then be connected to the appropriate ballast lead wire using National Electric Code techniques.
- SYLVANIA ECOLOGIC fluorescent lamps are designed to pass the Federal Toxic Characteristic Leaching Procedure (TCLP) criteria for classification as non-hazardous waste in most states. TCLP test results are available upon request. Lamp disposal regulations may vary, check your local & state regulations. For more information, please visit www.lamprecycle.org
- The lamp lumen maintenance factor used to determine the mean lumen value was 95%. This is the lamp lumen maintenance factor at 8000 hours, 40% of 20,000 hours. It was used for comparison to standard OCTRON(R) lamps with an average rated life of 20,000 hours. The lamp lumen maintenance factor at 40% of 24,000 hours, 9600 hours, would be 94%. The lamp lumen maintenance factor at 40% of 30,000 hours, 12,000 hours, would be 93%. The lamp lumen maintenance factor at 40% of 36,000 hours, 14,400 hours would also be 93%.

Print Page

2 of 2 12/11/2009 10:09 AM

QUICKTRONIC® T8 Instant Start UNIVERSAL VOLTAGE

High Efficiency Series

Lamp/Ballast Guide

32W T8 - OCTRON® QHE ISN SC Models

1-lamp QHE1x32T8/UNV 2-lamp QHE2x32T8/UNV 3-lamp QHE3x32T8/UNV 4-lamp QHE4x32T8/UNV

Also operates:

FBO32, FBO31, FO25, FBO24, FO17, FBO16, FO30/SS (30W), FBO30/SS (30W), FBO29/SS (29W), FO28/SS (28W) & FO25/SS (25W)

FO40T8 operation:

1 lamp on 2L ballast 2 lamps on 3L ballast 3 lamps on 4L ballast

Note: FO40T8 0°F Starting Temp.

Key System Features

- High Efficiency Systems over 90% efficient
- Over 100 LPW (lumens/watt) with OCTRON SUPERSAVER® lamps
- Lowest power T8 I.S. Systems
- Universal voltage (120-277)
- Small Can enclosure size
- 30-50% Energy savings
- -20°F (-29°C) min. starting temp. for OCTRON lamps
- 60°F (16°C) min. starting temperature with OCTRON SUPERSAVER lamps
- <10% THD
- · Virtually eliminates lamp flicker

Application Information

SYLVANIA QUICKTRONIC High Efficiency

is ideally suited for:

- Any applications where the lowest power T8 systems are needed for maximum energy savings
- Energy Retrofits
- Commercial & Retail
- Hospitality & Institutional
- New Construction

SYLVANIA QUICKTRONIC High Efficiency (QHE) energy-

saving electronic T8 ballasts save up to 6% over standard electronic ballasts without compromising light output or lamp life. The added energy savings also provides for a quicker payback. QHE ballasts also meet the most demanding utility rebate standards.

SYLVANIA QUICKTRONIC High Efficiency (QHE)

operates OCTRON T8 lamps with maximum efficacy and high lumen output, and provides **30-44% energy savings** when compared to F40T12 magnetic systems.

Small can enclosure allows for low profile fixture design. Small size also provides transportation, inventory and ergonomic benefits.

This product is also offered in new banded packaging and pallet packs.



SYLVANIA QUICKTRONIC High Efficiency (QHE) is also covered by our QUICK 60+® warranty, the first and most comprehensive lamp & ballast system warranty in the industry. Parallel circuitry is utilized to keep the remaining lamps lit if one or more should go out.

System Information

SYLVANIA QUICKTRONIC

High Efficiency (QHE) operates from 120V through 277V, eliminating "wrong voltage" wiring errors and reducing the number of models in inventory by half.

SYLVANIA QUICKTRONIC

High Efficiency (QHE) uses instant start operation to provide the highest system efficacy and

to assure low temperature starting capability. Instant start also provides for maximum remote wiring distances.

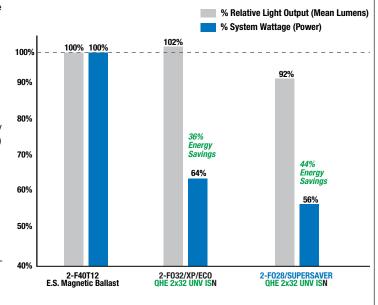
SYLVANIA QUICKTRONIC High Efficiency (QHE)

electronic ballasts have very low harmonic distortion (<10% THD) for high system performance.

Ballast operates at >42kHz to reduce potential interference with infrared control systems.

A complete OSRAM SYLVANIA System Performance Guide showing performance characteristics for all combinations of lamps and ballasts is available upon request.

System Type	Input	Initial	System	Mean	Energy
(2-lamp)	Wattage	Lumens	LPW	Lumens	Savings
F40T12 - E.S. Magnetic Ballast	86	5795	67	4930	Baseline
F34T12 - E.S. Magnetic Ballast	72	4660	65	3960	16%
F032/XP - QHE2x32T8/UNV ISN-SC	55	5280	96	5015	36%
F028/SS - QHE2x32T8/UNV ISN-SC	48	4800	100	4560	44%



Normal Ballast Factor T8 Instant Start UNV VOLTAGE

High Efficiency Systems

<10% THD High Efficiency Electronic T8 Fluorescent Systems (Normal Ballast Factor)

Item Number	OSRAM SYLVANIA Description	Input Voltage (VAC)	Input Current (AMPS)	Lamp Type	Rated Lumens (lm)	No. of Lamps	Ballast Factor (BF)	System Lumens	Input Wattage (W)	System Efficacy (Im/W)
49851	QHE 1X32T8/UNV ISN-SC	120-277	0.25/0.11 0.22/0.09 0.21/0.09 0.19/0.09	F032/XP F030/SS F028/SS F025/SS	3000 2850 2725 2475	1 1 1 1	0.88 0.88 0.88 0.88	2640 2510 2400 2175	28 26 25 22	94 97 96 99
49853	QHE 2X32T8/UNV ISN-SC	120-277	0.47/0.20 0.44/0.19 0.40/0.18 0.36/0.16	F032/XP F030/SS F028/SS F025/SS	3000 2850 2725 2475	2 2 2 2	0.88 0.88 0.88 0.88	5280 5015 4800 4355	55 52 48 43	96 96 100 101
49855	QHE 3X32T8/UNV ISN-SC	120-277	0.69/0.30 0.66/0.28 0.61/0.26 0.55/0.23	F032/XP F030/SS F028/SS F025/SS	3000 2850 2725 2475	3 3 3 3	0.88 0.88 0.88 0.88	7920 7525 7195 6530	83/82 78/77 72 65/64	95/97 96/98 100 101/102
49857	QHE 4X32T8/UNV ISN-SC	120-277	0.91/0.39 0.86/0.37 0.80/0.35 0.71/0.30	F032/XP F030/SS F028/SS F025/SS	3000 2850 2725 2475	4 4 4 4	0.88 0.88 0.88 0.88	10560 10030 9590 8710	108/107 102/101 95 84/83	98/99 98/99 101 104/105

840 PC Pallet Packs

Products listed above are 10 packs.

49852 QHE1x32T8/UNV-ISN-SC-PAL 49854 QHE2x32T8/UNV-ISN-SC-PAL 49856 QHE3x32T8/UNV-ISN-SC-PAL 49858 QHE4x32T8/UNV-ISN-SC-PAL

10 PC Banded Packs

49968 QHE1x32T8/UNV-ISN-SC-B 49970 QHE3x32T8/UNV-ISN-SC-B 49969 QHE2x32T8/UNV-ISN-SC-B 49971 QHE4x32T8/UNV-ISN-SC-B

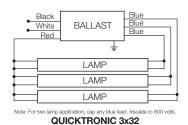
Performance Guide

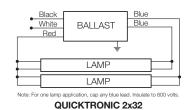
Data based upon SYLVANIA OCTRON® XP™ lamps shown. QUICKTRONIC QHE Instant Start ballasts are also compatible with other lamp manufacturers equivalent lamp types that meet ANSI specifications.

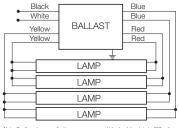
QHE Instant Start ballasts will operate F17, F25 and F32 (and the U-Bend equivalent) T8 lamps. Complete performance data is available in the QUICKSYSTEMS section of the SYLVANIA Electronic Ballast Catalog.

Black/White BALLAST Blue BALLAST LAMP

QUICKTRONIC 1x32







e: For three lamp application, cap any unused blue lead. Insulate to 600 QUICKTRONIC 4x32

Specifications¹

Starting Method: Instant Start Ballast Factor: 0.88 Circuit Type: Parallel Lamp Frequency: > 40KHz Lamp CCF: Less than 1.7 Starting Temp: 1

-20°F for OCTRON T8 lamps; 60°F for SUPERSAVER® T8 lamps 0°F for F040T8

Input Frequency: 50/60 Hz Low THD: < 10%

Low THD: < 10% Power Factor: > 98% Voltage Range: 108-305V

UL Listed Class P, Type 1 Outdoor CSA Certified (where applicable) 70°C Max Case Temperature FCC 47CFR Part 18 Non-Consumer Class A Sound Rating

ANSI C62.41 Cat. A Transient Protection Remote Mounting up to 20 feet ¹

Dimensions:

Overall: 9.5" L x 1.68" W x 1.18" H

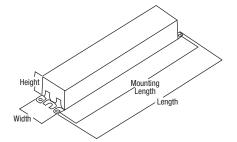
Mounting: 8.90"

Packaging:

Quantity: 10 pieces/840 pieces Weight: 1.6 lbs each (approx)

Wiring:

Leads only (no connectors provided)



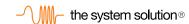
ttem Number — 49855 QHE 3 x 32T8 / UNV ISN-SC — Case Size QUICKTRONIC High Efficiency — Starting/Ballast Factor Line Voltage (120-277V) Primary Lamp Wattage

System Life / Warranty

QUICKTRONIC products are covered by our QUICK 60+® warranty, a comprehensive lamp and ballast system warranty. For additional details, refer to our QUICK 60+ warranty bulletin.

Ordering Guide

Specifications subject to change without notice.



¹ Operation below 50°F may affect light output or lamp operation – see "Low Temp. Starting" definition.

Client **Dollar Tree**

Address

Existing HVAC

RTU #	Manufacturer	Model #	Btuh	Ton	EER/SEER	AHRI Cert #	kW/Ton
1			89000	7.42	11.20		7.95
2			57500	4.79	13.00		4.42
				0.00	11.00		0.00
				0.00	11.00		0.00

Total Existing kW 80.13

Annual Cooling Hours or EFLH

2080

Total Existing kWh 166670.2381

RAT #112402

Proposed HVAC

RTU #	Manufacturer	Model #	Btuh	Ton	EER/SEER	AHRI Cert #	kW/Ton
1	Carrier	48HCED08A2M5	89000	7.42	12.00	5434339	7.42
2	Carrier	48HCEA06A2M5	57500	4.79	15.20	4674329	3.78
				0.00	13.00		0.00
				0.00	13.00		0.00

Total New kW 73.13

Total New kWh 152117.2953

TOTAL kW REDUCTION 7.00

TOTAL kWh REDUCTION 14552.94

5081 North Abbe Rd

Sheffield Village, OH 44035



Certificate of Product Ratings

AHRI Certified Reference Number: 5434339 Date: 2/15/2013 †Status: Active

Product: Year-Round Single-Package Air-Conditioner, Air-Cooled

Model Number: 48HC**08***(5,6,1)A***(A,B,C,D,E,F)*

Manufacturer: CARRIER AIR CONDITIONING - COMMERCIAL

Trade/Brand name: WEATHERMASTER ROOFTOP WITH PURON REFRIGERANT

Rated as follows in accordance with AHRI Standard 340/360-2007, Commercial and Industry Unitary Air-Conditioning and Heat Pump Equipment and subject to verification of rating accuracy by AHRI-sponsored,

independent, third party testing:

Cooling Capacity (Btuh): 89000/89000

EER Rating (Cooling): 12.00/12.00

IEER: 13.0/13.0

Heating Capacity at 47F (Btuh):

COP at 47F:

Heating Capacity at 17F (Btuh):

COP at 17F:

DISCLAIMER

AHRI does not endorse the product(s) listed on this Certificate and makes no representations, warranties or guarantees as to, and assumes no responsibility for, the product(s) listed on this Certificate. AHRI expressly disclaims all liability for damages of any kind arising out of the use or performance of the product(s), or the unauthorized alteration of data listed on this Certificate. Certified ratings are valid only for models and configurations listed in the directory at www.ahridirectory.org.

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CERTIFICATE VERIFICATION

The information for the model cited on this certificate can be verified at www.ahridirectory.org, click on "Verify Certificate" link and enter the AHRI Certified Reference Number and the date on which the certificate was issued, which is listed above, and the Certificate No., which is listed below.

Air-Conditioning, Heating, and Refrigeration Institute

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CERTIFICATE NO.: 130054140180165542

[†] Models with an 'Active' status are those that are currently in production. Models with a 'Discontinued' status are those that the manufacturer has elected to stop producing, yet stock is still available. Models with an 'Obsolete' status are those that the manufacturer is required to stop manufacturing due to an AHRI certification program test failure.

^{*} Ratings followed by an asterisk (*) indicate a voluntary rerate of previously published data, unless accompanied with a WAS, which indicates an involuntary rerate.



This combination qualifies for a Federal Energy Efficiency Tax Credit when placed in service between Feb 17, 2009 and Dec 31, 2013.

Certificate of Product Ratings

AHRI Certified Reference Number: 4674329 Date: 2/15/2013

Product: Year-Round Single-Package Air-Conditioner, Air-Cooled

Model Number: 48HC**06***6A*

Manufacturer: CARRIER AIR CONDITIONING - COMMERCIAL

Trade/Brand name: WEATHERMASTER ROOFTOP WITH PURON REFRIGERANT

Manufacturer responsible for the rating of this system combination is CARRIER AIR CONDITIONING -

COMMERCIAL

Rated as follows in accordance with AHRI Standard 210/240-2008 for Unitary Air-Conditioning and Air-Source Heat Pump Equipment and subject to verification of rating accuracy by AHRI-sponsored, independent, third party testing:

Cooling Capacity (Btuh): 57500

EER Rating (Cooling): 12.45

SEER Rating (Cooling): 15.20

DISCLAIMER

AHRI does not endorse the product(s) listed on this Certificate and makes no representations, warranties or guarantees as to, and assumes no responsibility for, the product(s) listed on this Certificate. AHRI expressly disclaims all liability for damages of any kind arising out of the use or performance of the product(s), or the unauthorized alteration of data listed on this Certificate. Certified ratings are valid only for models and configurations listed in the directory at www.ahridirectory.org.

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CERTIFICATE VERIFICATION

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Air-Conditioning, Heating, and Refrigeration Institute

CERTIFICATE NO.:

130054140504740409

^{*} Ratings followed by an asterisk (*) indicate a voluntary rerate of previously published data, unless accompanied with a WAS, which indicates an involuntary rerate.

Mercantile Customer Project Commitment Agreement Cash Rebate Option

THIS MERCANTILE CUSTOMER PROJECT COMMITMENT AGREEMENT ("Agreement") is made and entered into by and between Ohio Edison Company, its successors and assigns (hereinafter called the "Company") and Dollar Tree Stores, Inc., Taxpayer ID No. 54-1387365 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 I (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.
- 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: vianofzizerfa first margycorn.com

If to the Customer:

Dollar Tree Stores, Inc. 500 Volvo Parkway Chesapeake, VA 23320 Attn:Keith Johnson Telephone:757-321-5435 Fax:757-321-5300

Email:kjohnson@dollartree.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.
- 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.

Ohio Edison Company_
By: Jah Cuyn
Title: V.P. Of Energy Efficiency
Date: $2-7-13$
(Customer)
By: Cf. f. She Land Land
Title: STAIN THETISH OF YNVATOR
Date: ///5/12

Affidavit of Dollar Tree Stores, Inc. - Exhibit _A

STATE OF OHIO

ss: 54-1387365

COUNTY OF Richland

1. Keith Johnson , being first duly sworn in accordance with law, deposes and states as follows:

- 1. I am the Director of Store Design of Dollar Tree Stores, Inc. ("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 Ohio 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.
- 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 U day of NW, 2012.

Notary

NOTARIAL SEAL GERALDINE DEPALMA NOTORY PUBLIC
PHILADELPHIA CHTY My Commission Expires Jun 25, 2016

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/5/2013 5:14:06 PM

in

Case No(s). 13-0331-EL-EEC

Summary: Application to Commit Energy Efficiency/Peak Demand Reduction Programs of Ohio Edison Company and Dollar Tree Inc. electronically filed by Ms. Jennifer M. Sybyl on behalf of Ohio Edison Company and Dollar Tree Inc.