



Public Utilities Commission

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

Case No.: 13-0840-EL-EEC

Mercantile Customer: Mercy St. Charles Hospital

Electric Utility: The Toledo Edison Company

Program Title or
Description: Outdoor Lighting Retrofits

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

Completed applications requesting the cash rebate reasonable arrangement option (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: Mercy St. Charles Hospital

Principal address: 2600 Navarre, Oregon, OH 43616

Address of facility for which this energy efficiency program applies: same

Name and telephone number for responses to questions: Rose Heard, 419-696-7459

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

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

Section 2: Application Information

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

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

B) The electric utility is: The Toledo Edison Company

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

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

Section 3: Energy Efficiency Programs

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

- ☒ Early replacement of fully functioning equipment with new equipment. (Provide the date on which the customer replaced fully functioning equipment, and the date on which the customer would have replaced such equipment if it had not been replaced early. Please include a brief explanation for how the customer determined this future replacement date (or, if not known, please explain why this is not known)). **If Checked, Please see Exhibit 1 and Exhibit 2**
- ☐ Installation of new equipment to replace equipment that needed to be replaced. The customer installed new equipment on the following date(s): _____.
- ☐ Installation of new equipment for new construction or facility expansion. The customer installed new equipment on the following date(s): _____.
- ☐ Behavioral or operational improvement.

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

- 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: 232,337 kWh

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

Annual savings: _____ kWh

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

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

Annual savings: _____ kWh

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

- 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.

B) On what date did the customer initiate its demand reduction program?

3/26/13

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

61 kW

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

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

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

A) The customer is applying for:

☒ Option 1: A cash rebate reasonable arrangement.

OR

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

OR

☐ Commitment payment

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

Option 1: A cash rebate reasonable arrangement, which is the lesser of (show both amounts):

☒ A cash rebate of \$8,713. (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.)

OR

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

Section 6: Cost Effectiveness

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

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

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

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

The electric utility's avoided supply costs were _____.

Our program costs were _____.

The incremental measure costs were _____.

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

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

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

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

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

Section 7: Additional Information

Please attach the following supporting documentation to this application:

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



Public Utilities Commission

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

Case No.: 13-0840-EL-EEC

State of Ohio :

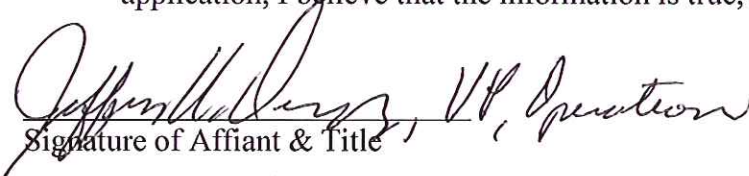
Jeffrey Dempsey, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

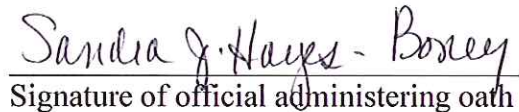
Mercy St. Charles Hospital

[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.


Signature of Affiant & Title V.P. Operations

Sworn and subscribed before me this 31 day of May, 2013 Month/Year


Signature of official administering oath

SANDRA J. HAYES-BONEY,
Print Name and Title NOTARY PUBLIC

My commission expires on 2-23-2015

Customer Legal Entity Name: Mercy St. Charles Hospital
Site Address: Mercy St. Charles Hospital
Principal Address: 2600 Navarro

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	Parking Lot and Outdoor Building Lighting Retrofit	High pressure sodium lights were replaced with LEDs	Please see the attached lighting calculator	Upon failure - approximately 2 years	N/A

Docket No. 13-0840
Site: 2600 Navarro

Exhibit 2

Customer Legal Entity Name: Mercy St. Charles Hospital
Site Address: Mercy St. Charles Hospital
Principal Address: 2600 Navarro

		Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (c) <i>Note 1</i>						
2010		14,747,472	14,747,472	14,747,472						
Average		14,747,472	14,747,472	14,747,472						
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) \$ <i>Note 2</i>	Commitment Payment \$
1	Parking Lot and Outdoor Building Lighting Retrofit	03/26/2013	\$438,640	\$219,320	232,337	232,337	61	\$11,617	\$8,713	
					-	-	-			
					-	-	-			
					-	-	-			
					-	-	-			
					-	-	-			
					-	-	-			
Total			\$438,640		232,337	232,337	61	\$11,617	\$8,713	\$0

Docket No. 13-0840
Site: 2600 Navarro

Notes

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

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

Exhibit 3 Utility Cost Test

UCT = Utility Avoided Costs / Utility Costs

Project	Total Annual Savings, MWh (A)	Utility Avoided Cost \$/MWh (B)	Utility Avoided Cost \$ (C)	Utility Cost \$ (D)	Cash Rebate \$ (E)	Administrator Variable Fee \$ (F)	Total Utility Cost \$ (G)	UCT (H)
1	232	\$ 308	\$ 71,625	\$ 4,050	\$8,713	\$2,323	\$ 15,086	4.7
Total	232	\$ 308	71,625	4,050	\$8,713	\$2,323	15,086	4.7

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)

Mercy St. Charles Hospital ~ Mercy St. Charles Hospital
Docket No. 13-0840

Site: 2600 Navarro

Lighting Inventory Form

Applicant Name:	Mercy St. Charles Hospital
Facility Name:	Exterior Lighting
Date:	6/20/2013
Lighting Zone (select only)	Lighting Zone 2

Instructions: Please use one line for each fixture type in a room or area.

For existing or proposed controls, choose OCC for Occupancy Sensor, DAY for photosensor, Hi-Lo for hi-level sensors or NONE for none. Controls in spaces where existing controls exist do not qualify.

The total of Column 5, the quantities of CFLs and exit signs in Column M, and the quantities of sensors in Column R, will be used to calculate your incentive on the NonStandard Lighting form.

[illegible]

[illegible]

Project Estimated Annual Savings Summary

Lighting

Estimated Annual kWh Savings	232,337
Total Change in Connected Load	60.62

Annual Estimated Cost Savings	\$23,233.70
Annual Operating Hours	3,833

Interior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$0.00
Exterior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$11,616.85
Total retrofit CFL Incentive @ \$1/screw-in CFL lamp; \$15/hard-wired CFL lamp (includes all retrofit CFLs, both interior and exterior)	\$0.00
Total retrofit LED Exit Incentive @ \$10/exit sign	\$0.00
Total Lighting Controls Incentive @ \$25/occupancy sensor and \$25/daylight sensor (includes all Lighting Controls, both interior and exterior)	\$0.00

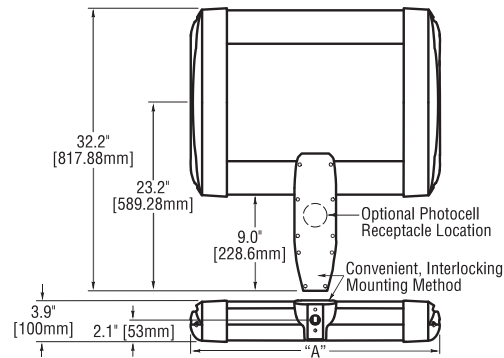
Total Calculated Incentive	\$11,616.85
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Total Fixture Quantity excluding retrofit CFLs and LED Exit Signs	325
Total Lamp Quantity for retrofit Screw-In CFLs	0
Total Lamp Quantity for retrofit Hard-Wired CFLs	0
Total Fixture Quantity for retrofit LED 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

Demand Savings (For Internal Use Only)	0.00
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BetaLED Catalog #: ARE - EDG - 5M - DA - - D - - - - -

**Notes:**

# of LEDs	Dim. "A"
20	12.06" [306mm]
40	12.06" [306mm]
60	14.06" [357mm]
80	16.06" [408mm]
100	18.06" [459mm]
120	20.06" [510mm]
140	22.06" [560mm]
160	24.06" [611mm]
200	28.06" [713mm]
240	32.06" [814mm]

Product	Family	Optic	Mounting	# of LEDs (x 10)	LED Series	Voltage	Color Options	Drive Current	Factory-Installed Options
ARE	EDG	5M ¹	DA ²	<input type="checkbox"/> 02 <input type="checkbox"/> 04 <input type="checkbox"/> 06 <input type="checkbox"/> 08 <input type="checkbox"/> 10 <input type="checkbox"/> 12 <input type="checkbox"/> 14 <input type="checkbox"/> 16 <input type="checkbox"/> 20 <input type="checkbox"/> 24	D	<input type="checkbox"/> UL Universal 120–277V <input type="checkbox"/> UH Universal 347–480V <input type="checkbox"/> 12 120V <input type="checkbox"/> 24 240V <input type="checkbox"/> 27 277V <input type="checkbox"/> 34 347V	<input type="checkbox"/> SV Silver <input type="checkbox"/> BK Black <input type="checkbox"/> BZ Bronze <input type="checkbox"/> PB Platinum Bronze <input type="checkbox"/> WH White	<input type="checkbox"/> 350 350mA (Standard) <input type="checkbox"/> 525 ³ 525mA <input type="checkbox"/> 700 ⁴ 700mA	<input type="checkbox"/> 43K 4300K Color Temperature ⁵ <input type="checkbox"/> DIM 0–10V Dimming ^{6,7,8} <input type="checkbox"/> F Fuse ^{9,10,11} <input type="checkbox"/> HL Hi/Low (175/350/525, dual circuit input) ¹² <input type="checkbox"/> P Photocell ^{11,13} <input type="checkbox"/> R NEMA Photocell Receptacle ^{11,14} <input type="checkbox"/> ML Multi-Level (75/525) ¹²

Please type additional options in manually on the lines provided above.

Footnotes

- IESNA Type V Medium distribution
- Direct mounting arm for use with 3–6" (76–152mm) square or round pole
- Available on fixtures with 20–160 LEDs
- Available on fixtures with 20–60 LEDs
- Color temperature per fixture; minimum 70 CRI
- Control by others
- Refer to [dimming spec sheet](#) for availability and additional information
- Can't exceed specified drive current. Consult factory if exceeding drive current is necessary
- Not available when UH voltage is selected
- When code dictates fusing use time delay fuse
- Not available with all multi-level options. Refer to the multi-level spec sheet for availability and more information
- Refer to [multi-level spec sheet](#) for availability and additional information
- Must specify voltage other than UL or UH
- Intended for horizontal mounting

LED PERFORMANCE SPECS

# of LEDs	Initial Delivered Lumens – Type V Medium @ 6000K	B	U	G	Initial Delivered Lumens – Type V Medium @ 4300K	B	U	G	System Watts 120–480V	Total Current @ 120V	Total Current @ 230V	Total Current @ 277V	Total Current @ 347V*	Total Current @ 480V*	L ₇₀ Hours** @ 25° C (77° F)	50K Hours Lumen Maintenance Factor** @ 15° C (59° F)
		Rating***						Rating***								
350mA (Standard) Fixture Operating at 25° C (77° F)																
20	2.013 (02)	1	1	1	1.855 (02)	1	1	1	26	0.20	0.11	0.10	0.09	0.07	>150,000	93%
40	4.025 (04)	2	1	1	3.710 (04)	2	1	1	47	0.40	0.21	0.19	0.15	0.12	>150,000	
60	5.960 (06)	3	2	1	5.493 (06)	3	2	1	68	0.58	0.30	0.26	0.20	0.16	>150,000	
80	7.946 (08)	3	2	2	7.324 (08)	3	2	2	90	0.77	0.38	0.34	0.26	0.20	>150,000	
100	9.908 (10)	4	3	2	9.131 (10)	3	3	2	111	0.95	0.47	0.42	0.32	0.24	>150,000	
120	11.889 (12)	4	3	2	10.958 (12)	4	3	2	132	1.15	0.56	0.50	0.38	0.28	>150,000	
140	13.808 (14)	4	3	2	12.726 (14)	4	3	2	157	1.34	0.67	0.61	0.47	0.35	149,000	
160	15.781 (16)	4	3	2	14.544 (16)	4	3	2	179	1.54	0.76	0.68	0.53	0.39	149,000	
200	19.726 (20)	4	3	2	18.180 (20)	4	3	2	221	1.92	0.95	0.84	0.65	0.48	149,000	
240	23.671 (24)	5	3	3	21.816 (24)	5	3	3	264	2.30	1.12	1.00	0.77	0.56	149,000	
525mA Fixture Operating at 25° C (77° F)																
20	2.818 (02)	2	1	1	2.597 (02)	2	1	1	37	0.31	0.17	0.16	0.12	0.10	136,000	92%
40	5.635 (04)	3	2	1	5.194 (04)	3	2	1	70	0.57	0.29	0.26	0.21	0.16	136,000	
60	8.344 (06)	3	2	2	7.690 (06)	3	2	2	102	0.87	0.44	0.39	0.30	0.22	129,000	
80	11.125 (08)	4	3	2	10.253 (08)	4	3	2	133	1.14	0.56	0.49	0.39	0.29	129,000	
100	13.871 (10)	4	3	2	12.784 (10)	4	3	2	172	1.47	0.75	0.67	0.51	0.38	128,000	
120	16.645 (12)	4	3	2	15.341 (12)	4	3	2	204	1.76	0.88	0.78	0.60	0.44	128,000	
140	19.331 (14)	4	3	2	17.817 (14)	4	3	2	233	2.01	0.99	0.87	0.69	0.51	123,000	
160	22.092 (16)	5	3	3	20.362 (16)	5	3	3	265	2.29	1.11	0.98	0.78	0.57	123,000	
700mA Fixture Operating at 25° C (77° F)																
20	3.441 (02)	2	1	1	3.172 (02)	2	1	1	50	0.42	0.22	0.20	0.15	0.12	111,000	90%
40	6.883 (04)	3	2	1	6.344 (04)	3	2	1	93	0.79	0.40	0.35	0.27	0.20	111,000	
60	10.191 (06)	4	3	2	9.393 (06)	3	3	2	137	1.18	0.59	0.51	0.39	0.29	111,000	

* Utilizes magnetic step-down transformer when multi-level options are selected

** For recommended lumen maintenance factor data see [TD-13](#)*** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit www.iesna.org/PDF/Erratas/TM-15-07BugRatingsAddendum.pdf

NOTE: All data subject to change without notice.

© 2011 BetaLED®, a division of Ruud Lighting • 1200 92nd Street • Sturtevant, WI 53177 • 800-236-6800 • www.betaLED.comMade in the U.S.A. of U.S. and imported parts.
Meets Buy American requirements within the [ARRA](#).

General Description

Slim, low profile design minimizes wind load requirements. Fixture sides are rugged cast aluminum with integral, weather-tight LED driver compartments and high performance aluminum heatsinks. Convenient, interlocking mounting method. Mounting housing is rugged die cast aluminum and mounts to 3–6" (76–152mm) square or round pole. Fixture is secured by two (2) 5/16-18 UNC bolts spaced on 2" (51mm) centers. Includes leaf/debris guard. Five year limited warranty on fixture.

Electrical

Modular design accommodates varied lighting output from high power, white, 6000K (+/- 500K per full fixture), minimum 70 CRI, long life LED sources. Optional 4300K (+/- 300K per full fixture) also available. 120–277V 50/60 Hz, Class 1 LED drivers are standard. 347–480V 50/60 Hz driver is optional. LED drivers have power factor >90% and THD <20% at full load. Units provided with integral 10kV surge suppression protection standard. Integral weather-tight electrical box with terminal strips (12Ga - 20Ga) for easy power hook-up. Surge protection tested in accordance with IEEE/ANSI C62.41.2.

Testing & Compliance

UL listed in the U.S. and Canada for wet locations and enclosure classified IP66 per IEC 529 when ordered without P or R options. Consult factory for CE Certified products. Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards. Dark Sky Friendly. IDA Approved. RoHS Compliant.

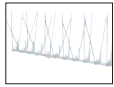
**Finish**

Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable silver powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Bronze, black, white and platinum bronze powder topcoats are also available. The finish is covered by our 10 year limited warranty.

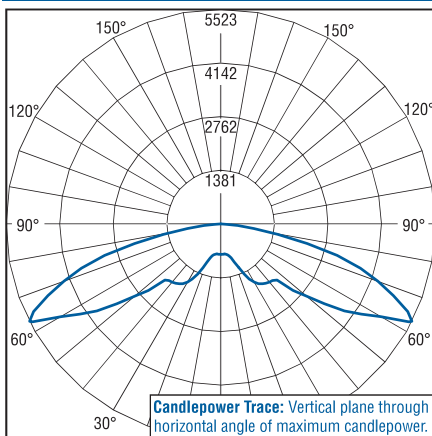
Fixture and finish are endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117.

Patents

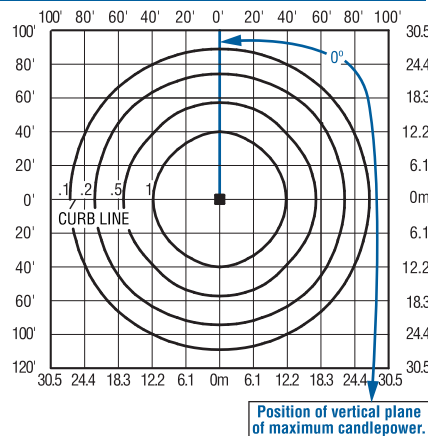
U.S. and international patents granted and pending. BetaLED is a division of Ruud Lighting, Inc. For a listing of Ruud Lighting, Inc. patents, visit www.uspto.gov.

Field-Installed Accessories

Bird Spikes
☐ XA-BRDSPK

Photometrics

Independent Testing Laboratories certified test. Report No. ITL68282. Candlepower trace of 4300K, 120 LED Type V Medium area luminaire with 16,029 initial delivered lumens operating at 525mA. **All published luminaire photometric testing performed to IESNA LM-79-08 standards.**



Isofootcandle plot of 4300K, 120 LED Type V Medium area luminaire at 25' (7.6m) A.F.G. Luminaire with 15,341 initial delivered lumens operating at 525mA. Initial FC at grade.

THE EDGE® EPA & Weight Calculations

# of LEDs	Approximate Weight 120–480V ¹	Single	2@ 180°	2@ 90°	3@ 90°	4@ 90°
		—■	■—■	■—■	■—■	■—■
Fixed Arm Mount						
20	21.0 lbs. (9.5kg)	0.60	1.20	0.87	1.47	1.75
40	23.7 lbs. (kg)	0.60	1.20	0.87	1.47	1.75
60	27.0 lbs. (kg)	0.60	1.20	0.92	1.51	1.83
80	28.1 lbs. (kg)	0.60	1.20	0.96	1.55	1.91
100	32.3 lbs. (kg)	0.60	1.20	1.00	1.60	2.00
120	33.5 lbs. (15.2kg)	0.60	1.20	1.04	1.64	2.08
140	36.9 lbs. (16.7kg)	0.60	1.20	1.08	1.68	2.16
160	41.4 lbs. (18.8kg)	0.60	1.20	1.12	1.72	2.24
200	43.3 lbs. (19.6kg)	0.61	1.21	n/a ²	n/a ²	n/a ²
240	47.8 lbs. (21.7kg)	0.69	1.38	n/a ²	n/a ²	n/a ²

1. Add 5 lbs. (2.3kg) for transformer in 347–480V fixtures when multi-level options are selected.
 2. For applications requiring 200 or more LEDs at 90 degrees refer to the [DL mount](#) version of our spec sheet.

NOTE: All data subject to change without notice.

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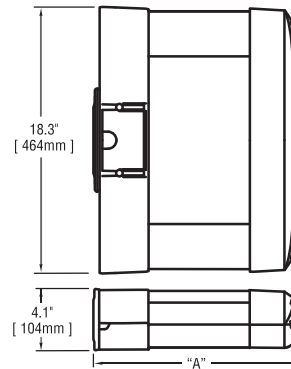


Made in the U.S.A. of U.S. and imported parts.
 Meets Buy American requirements within the [ABRA](#).

BetaLED Catalog #: SEC - EDG - 3M - WM - - D - - - - -



Notes:



# of LEDs	Dim. "A"
20	11.91"
40	11.91"
60	13.91"
80	15.91"
100	17.91"
120	19.91"

Product	Family	Optic	Mounting	# of LEDs (x 10)	LED Series	Voltage	Color Options	Drive Current Not Field Adjustable	Factory-Installed Options Please type additional options in manually on the lines provided above.
SEC	EDG	3M ¹	WM ²	<input type="checkbox"/> 02 <input type="checkbox"/> 04 <input type="checkbox"/> 06 <input type="checkbox"/> 08 <input type="checkbox"/> 10 <input type="checkbox"/> 12	D	<input type="checkbox"/> UL Universal 120–277V <input type="checkbox"/> UH Universal 347–480V <input type="checkbox"/> 12 120V <input type="checkbox"/> 24 240V <input type="checkbox"/> 27 277V <input type="checkbox"/> 34 347V	<input type="checkbox"/> SV Silver <input type="checkbox"/> BK Black <input type="checkbox"/> BZ Bronze <input type="checkbox"/> PB Platinum <input type="checkbox"/> WH White	<input type="checkbox"/> 350 350mA <input type="checkbox"/> 525 ³ 525mA <input type="checkbox"/> 700 ⁴ 700mA	<input type="checkbox"/> 43K 4300K Color Temperature ⁵ <input type="checkbox"/> F Fuse ^{6,7,8} <input type="checkbox"/> P Photocell ^{8,9} <input type="checkbox"/> ML Multi-Level (75/525) ¹⁰

Footnotes

- IESNA Type III Medium distribution
- Wall mount
- Available on fixtures with 20–60 LEDs
- Color temperature per fixture; 6000K standard; minimum 70 CRI
- Not available when UH voltage is selected
- When code dictates fusing use time delay fuse
- Not available with all multi-level options. Refer to multi-level spec sheet for availability and additional information
- Must specify voltage other than UL or UH
- Refer to multi-level spec sheet for availability and additional information

LED PERFORMANCE SPECS

# of LEDs	Initial Delivered Lumens – Type III Medium @ 6000K	B	U	G	Initial Delivered Lumens – Type III Medium @ 4300K	B	U	G	System Watts 120–480V	Total Current @ 120V	Total Current @ 240V	Total Current @ 277V	Total Current @ 347V*	Total Current @ 480V*	L ₇₀ Hours** @ 25° C (77° F)	50K Hours Lumen Maintenance Factor** @ 15° C (59° F)
		350mA (Standard) Fixture Operating at 25° C (77° F)														
20	1,814 (02)	1	1	1	1,672 (02)	1	1	1	26	0.20	0.11	0.10	0.09	0.07	>150,000	93%
40	3,628 (04)	1	1	1	3,343 (04)	1	1	1	47	0.40	0.21	0.19	0.15	0.12	>150,000	
60	5,371 (06)	2	2	2	4,950 (06)	2	2	2	68	0.58	0.30	0.26	0.20	0.16	>150,000	
80	7,161 (08)	2	2	2	6,600 (08)	2	2	2	90	0.77	0.38	0.34	0.26	0.20	>150,000	
100	8,929 (10)	3	3	3	8,230 (10)	2	2	2	111	0.95	0.47	0.42	0.32	0.24	>150,000	
120	10,715 (12)	3	3	3	9,876 (12)	3	3	3	132	1.15	0.56	0.50	0.38	0.28	>150,000	
525mA Fixture Operating at 25° C (77° F)																
20	2,539 (02)	1	1	1	2,340 (02)	1	1	1	37	0.31	0.17	0.16	0.12	0.10	136,000	92%
40	5,079 (04)	2	2	2	4,681 (04)	2	2	2	70	0.57	0.29	0.26	0.21	0.16	136,000	
60	7,520 (06)	2	2	2	6,930 (06)	2	2	2	102	0.87	0.44	0.39	0.30	0.22	129,000	
80	10,026 (08)	3	3	3	9,240 (08)	3	3	3	133	1.14	0.56	0.49	0.39	0.29	129,000	
700mA Fixture Operating at 25° C (77° F)																
20	3,102 (02)	1	1	1	2,858 (02)	1	1	1	50	0.42	0.22	0.20	0.15	0.12	111,000	90%
40	6,203 (04)	2	2	2	5,717 (04)	2	2	2	93	0.79	0.40	0.35	0.27	0.20	111,000	
60	9,185 (06)	3	3	3	8,465 (06)	2	3	2	137	1.18	0.59	0.51	0.39	0.29	111,000	

* Utilizes magnetic step-down transformer when multi-level options are selected

** For recommended lumen maintenance factor data see [TD-13](#)*** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit www.iesna.org/PDF/Erratas/TM-15-07BugRatingsAddendum.pdf

NOTE: All data subject to change without notice.

© 2011 BetaLED®, a division of Ruud Lighting • 1200 92nd Street • Sturtevant, WI 53177 • 800-236-6800 • www.betaLED.comMade in the U.S.A. of U.S. and imported parts.
Meets Buy American requirements within the [ARRA](#).

General Description

Slim, low profile design. Fixture sides are rugged cast aluminum with integral, weather-tight LED driver compartments and high performance aluminum heatsinks specifically designed for LED applications. Housing is rugged aluminum. Furnished with low copper, lightweight mounting box designed for installation over standard and mud ring single gang J boxes. Secures to wall with four (4) 3/16" (4.8mm) screws (by others). Conduit entry from top, bottom, sides and rear. Allows mounting for uplight or downlight. Designed and approved for easy through-wiring. Includes leaf/debris guard. Five year limited warranty on fixture.

Electrical

Modular design accommodates varied lighting output from high power, white, 6000K (+/- 500K per full fixture), minimum 70 CRI, long life LED sources. Optional 4300K (+/- 300K per full fixture) also available. 120-277V 50/60 Hz, Class 1 LED drivers are standard. 347-480V 50/60 Hz driver is optional. LED drivers have power factor >90% and THD <20% at full load. Integral weather-tight J-box with leads (wire nuts) for easy power hook-up. Units provided with integral 10kV surge suppression protection standard. Surge protection tested in accordance with IEEE/ANSI C62.41.2.

Testing & Compliance

UL listed in the U.S. and Canada for wet locations and enclosure rating IP66 per IEC 60529. Consult factory for CE Certified products. Dark Sky Friendly. IDA Approved. RoHS compliant.



Finish

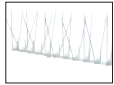
Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable silver powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Bronze, black, white and platinum bronze powder topcoats are also available. The finish is covered by our 10 year limited warranty.

Fixture and finish are endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117.

Patents

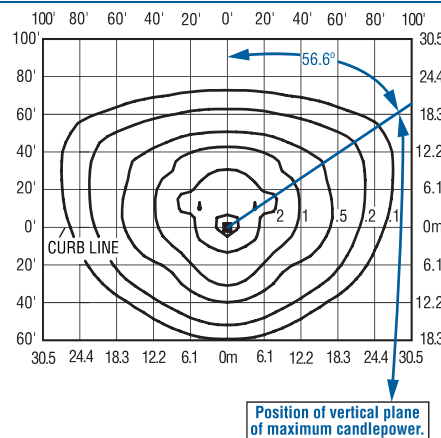
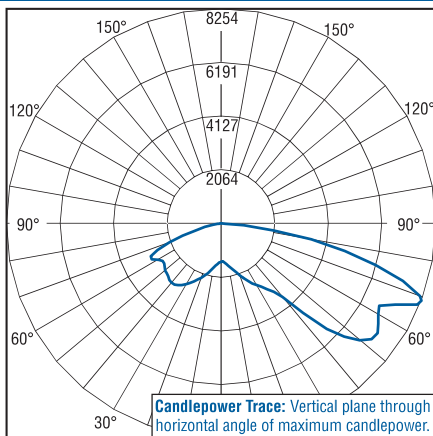
U.S. and international patents granted and pending. BetaLED is a division of Ruud Lighting, Inc. For a listing of Ruud Lighting, Inc. patents, visit www.uspto.gov.

Field-Installed Accessories



Bird Spikes
☐ XA-BRDSPK

Photometrics



Independent Testing Laboratories certified test. Report No. ITL67871. Candlepower trace of 4300K, 160 LED Type III Medium area luminaire with 18,862 initial delivered lumens operating at 525mA. **All published luminaire photometric testing performed to IESNA LM-79-08 standards.**

Isofootcandle plot of 4300K, 120 LED Type III Medium security luminaire at 25' (7.6m) A.F.G. Luminaire with 13,826 initial delivered lumens operating at 525mA. Initial FC at grade.

NOTE: All data subject to change without notice.

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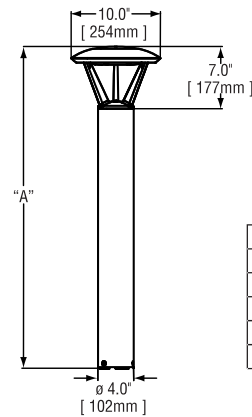


Made in the U.S.A. of U.S. and imported parts.
 Meets Buy American requirements within the ARRA.

BetaLED Catalog #: PWY - EDG - 5M - - 02 - C - - -



Notes:



Model	Dim. "A"
Landscape-12	13"
Landscape-18	18"
Pathway	36"
Pathway	42"
Pedestrian	96"

Product	Family	Optic	Mounting	# of LEDs (x 10)	LED Series	Voltage	Color Options	Factory-Installed Options
PWY	EDG Pathway Light	5M ¹ Type V Medium	<input type="checkbox"/> P0 ² <input type="checkbox"/> P1 ³ <input type="checkbox"/> P3 ⁴ <input type="checkbox"/> P4 ⁵ <input type="checkbox"/> P8 ⁶	02 ⁷	C	<input type="checkbox"/> UL Universal 120–277V <input type="checkbox"/> UH ⁸ Universal 347–480V <input type="checkbox"/> 12 120V <input type="checkbox"/> 27 277V <input type="checkbox"/> 34 ⁹ 347V	<input type="checkbox"/> SV Silver <input type="checkbox"/> BK Black <input type="checkbox"/> WH White <input type="checkbox"/> BZ Bronze <input type="checkbox"/> PB Platinum Bronze	Please type additional options in manually on the lines provided above. <input type="checkbox"/> 43K 4300K Color Temperature ⁹ <input type="checkbox"/> 525 525mA Drive Current ¹⁰ <input type="checkbox"/> F Fuse ^{11,12} <input type="checkbox"/> HL Hi/Low (175/350/525, dual circuit input) ^{13,14} <input type="checkbox"/> TL Two-Level (175/525 w/ integrated sensor control) ^{13,14} <input type="checkbox"/> TL2 Two-Level (0/350 w/ integrated sensor control) ^{13,14} <input type="checkbox"/> TL3 Two-Level (0/525 w/ integrated sensor control) ^{13,14}

Footnotes

- | | | |
|--|---|---|
| <p>1. IESNA Type V Medium distribution</p> <p>2. 13" landscape fixture</p> <p>3. 18" landscape fixture</p> <p>4. 3' pathway fixture (bollard)</p> <p>5. 42" pathway fixture (bollard)</p> <p>6. 8' pedestrian fixture</p> <p>7. Actual number of LEDs provided is 18</p> | <p>8. Available with 3, 4 and 8 mounting options</p> <p>9. Color temperature per fixture; minimum 70 CRI</p> <p>10. Driver operates at 525mA instead of the standard 350mA providing a higher lumen output and a shorter life</p> | <p>11. Not available when UH voltage is selected</p> <p>12. When code dictates fusing use time delay fuse</p> <p>13. Refer to multi-level spec sheet for availability and additional information</p> <p>14. Available with 1, 3, 4 and 8 mounting options</p> |
|--|---|---|

LED PERFORMANCE SPECS

# of LEDs	Initial Delivered Lumens – Type V Medium @ 6000K	B	U	G	Initial Delivered Lumens – Type V Medium @ 4300K	B	U	G	System Watts 120–277V	Total Current @ 120V	Total Current @ 230V	Total Current @ 277V	System Watts 347–480V	Total Current @ 347V	Total Current @ 480V	L ₇₀ Hours** @ 25° C (77° F)
350mA (Standard) Fixture Operating at 25° C (77° F)																
18	1,500 (02)	1	1	1	1,316 (02)	1	1	1	24	0.20	0.11	0.10	30	0.10	0.14	150,000
525mA Fixture Operating at 25° C (77° F)																
18	1,950 (02)	2	1	1	1,711 (02)	2	1	1	38	0.32	0.18	0.16	44	0.13	0.15	92,000

* Utilizes magnetic step-down transformer when 525mA drive current or multi-level options are selected

** For recommended lumen depreciation data see TD-13

*** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit www.iesna.org/PDF/Erratas/TM-15-07BugRatingsAddendum.pdf

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General Description

Durable die-cast aluminum fixture housing mounts directly to 4" diameter pole without visible mounting hardware for clean appearance. Pole mounts to rugged die cast aluminum internal flange secured to grade by (3) 3/8-16 anchor bolts (provided). Note: T45 Torx 3/8 socket required for head installation. Top mounted LEDs for superior optical performance and light control. 5 year limited warranty on fixture.

Electrical

Fixture lit by 18W high power, white, 6000K (+/- 500k per full fixture), minimum 70 CRI, long life LED sources. 120–277V 50/60Hz, Class 1 LED drivers are standard. 347–480V 50/60 Hz driver is optional. LED drivers have power factor >90% and THD <20% at full load. Units provided with integral 10kV surge suppression protection standard. Surge protection tested in accordance with IEEE C62.41.2 and ANSI standard 62.41.2.

Testing & Compliance

UL listed in the U.S. and Canada for wet locations. Consult factory for CE Certified products. RoHS compliant. International Dark-Sky Association approved.

Finish

Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable silver powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Bronze, black, white and platinum bronze powder topcoats are also available. The finish is covered by our 10 year limited warranty.

Fixture and finish are endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117.

Patents

U.S. and international patents granted and pending. BetaLED is a division of Ruud Lighting, Inc. For a listing of Ruud Lighting, Inc. patents, visit www.uspto.gov.

Field-Installed Accessories

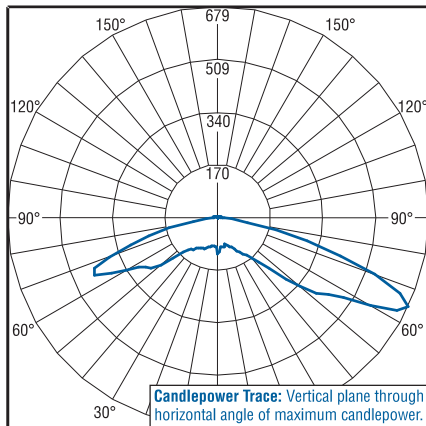


Retro-Fit Kit

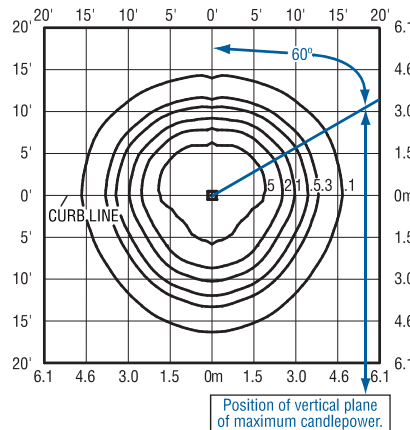
Used for replacement of existing bollards.

- ☐XA-XBP8RSV
- ☐XA-XBP8RBK
- ☐XA-XBP8RWH
- ☐XA-XBP8RB2
- ☐XA-XBP8RPB

Photometrics



Independent Testing Laboratories certified test. Report No. ITL64678. Candlepower trace of 6000K, 18 LED Type V Medium pathway luminaire with 1,511 initial delivered lumens operating at 350mA. All published luminaire photometric testing performed to IESNA LM-79-08 standards.



Isofootcandle plot of 6000K, 18 LED Type V Medium pathway luminaire at 3' A.F.G. Luminaire with 1,500 initial delivered lumens operating at 350mA. Initial FC at grade.

NOTE: All data subject to change without notice.

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Made in the U.S.A. of U.S. and imported parts.
Meets Buy American requirements within the ARRA.

TYPE:	ORDERING CODE:	APPROVAL:
JOB:		DATE:

SPECIFICATIONS

Housing: Die cast aluminum for thermal management

Lens: Impact resistant, optically clear acrylic Lens with silicone gasket

Swivel: Friction joint to allow for 180° angle adjustment

Finish: Architectural Bronze or black powder coat paint

Fasteners: Steel, non-corrosive bright zinc plate

Weight: 9.2 lbs

Input Voltage: 100-240,277 Volts, 50-60 Hz

Electrical Connection: Hard wire with or without cord (6')

Power Consumption: 26 Watts (typical)

Driver: Constant current electronic driver

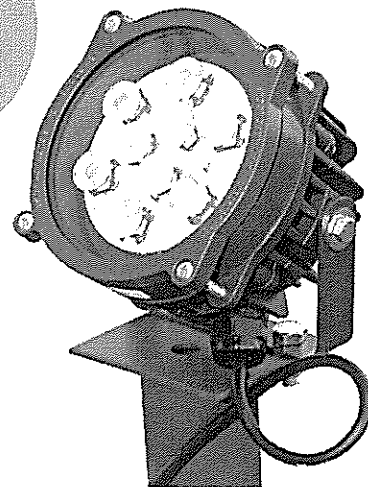
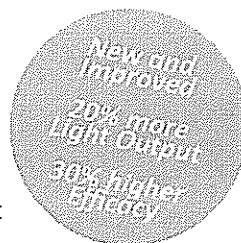
Optical System: 9 Cree™ high intensity LED emitters with custom focusing optics

CRI / CCT: 75CRI at 6500K or 80 CRI at 3000K

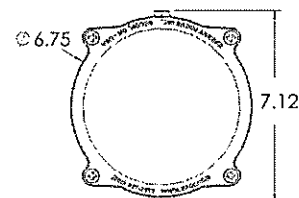
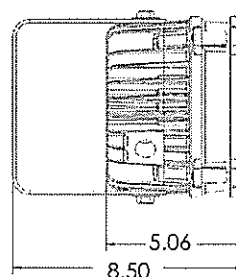
Lamp Life: 50,000 hours to 70% lumen maintenance

UL / IP Rating: wet locations / IP 65, NEMA3 compliant

Operating Temp Range: -20°C to 45°C



lighting facts
LED Product Partner



LED LandScape Ordering Guide

Model	Color Temp	Beam Spread	Size	Electrical Connection	Color
LEDLS	765 75 CRI, 6500K 835 80 CRI, 3000K	NSP 11° Beam NFL 30° Beam FLD 50° Beam OVL 34° x 14° Beam	15 Small Fixture 15Watt 26 Large Fixture 26Watt	HWC Cord, hardwire leads HWD Direct hardwire	AB Architectural Bronze BK Gloss Black

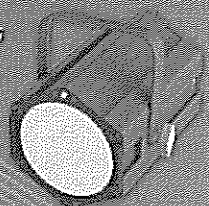
- Industrial/Commercial
- Entertainment
- Medical & Scientific
- Batteries & Other
- Electrical Products
- LED Lighting

Introducing *A Revolutionary Family of Interlocking LED Fixtures*

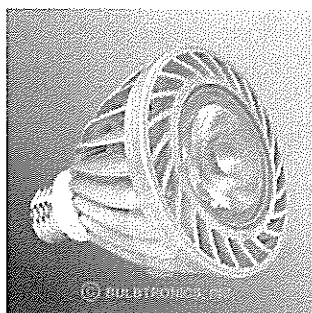
- RGBAW with warm tone optimization
- Variable White with a broad range of color temperatures
- High Definition Static White, Tungsten or Daylight

FlexArray™
patent pending

Find out more!



LDDFN38NWV2FL (ORDERING CODE: 0085587)



Bulbtronics has the largest selection and best prices on all LED-Light-Emitting-Diode products. For more detailed specifications for this LDDFN38NWV2FL, please look below.

Product Pricing

Price Each	\$49.60
Minimum Qty	1
Availability	Ready To Ship

Click for more and customize this item.

Order Quantity:

[Add to Cart](#)



Specs

TECHNICAL DETAILS

Product Type: LAMP / BULB

Technology: LED / LIGHT EMITTING DIODE

ELECTRICAL PROPERTIES

Watts: 24W

Equivalent: 120W HALOGEN

Volts: 120V

Voltage Group: LINE VOLTAGE

PHYSICAL CHARACTERISTICS

Shape: PAR38

Base: E26,E27 / MEDIUM SCREW

Overall Length (mm/"): 5.08"

Diameter (mm/"): 4.72"

Housing Color: SILVER

Shell Material: ANODIZED SILVER HOUSING

LIGHT SOURCE

Type of Chip: SMD / SURFACE MOUNT DIODE

LIGHT OUTPUT MEASUREMENT

Lumens: 1375L

Candlepower: 2500CP

Dimmable: DIMMABLE

BEAM CHARACTERISTICS

Beam Angle: 40DEG

Beam Description: FL / FLOOD

COLOR CHARACTERISTICS

Color: COOL WHITE

CC Temp / Kelvin: 4000K

CRI: 85CRI

LIFE

Life: 30000H

RATINGS & RECOGNITION

UL LISTED (C-US) FCC ROHS LIGHTING

J&S Lighting

1.866.731.2703

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3000K

Product 3/4

[Prev](#)[Listing](#)[Next](#)**LDT3WH30K****\$20.39**[larger image](#)Add to Cart: [Add To My Cart](#)

- Model: TCPLDT3WH30K
- Manufactured by: TCP

LDT3WH30K LED 3 Watt Decorative Clear Torpedo 120 Volt 3000K

LED Dimmable Decorative Lamps

- Ideal uses for Decorative Lights - Display Lights
- Smooth uniform dimming from 100 to 0.5 percent
- Exceeds all industry performance requirements
- Long Life: Designed for 25000 hours
- Very Durable: Solid State
- Very Low Heat: Excellent for sensitive display lighting
- Excellent color consistency and Color Rendering CRI
- 15 - 25 Watt incandescent replacement

- **Base:** E26 Medium
- **Watts:** 2.3
- **MOL:** 4.2 in.
- **Diameter:** 1.25 in.
- **Rated avg. Life:** 25000hr
- **Lumens:** 92
- **Color Temp.:** 3000K
- **CRI:** 82
- **Case Pack:** 12
- **Dimmable:** Yes

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866-731-2703

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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 Mercy St. Charles Hospital, Taxpayer ID No. 34-4445373 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:

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

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

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

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

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

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

Mercy St. Charles Hospital
2600 Navarre
Oregon, OH 43616
Attn: Rose Heard
Telephone: 419-696-7459
Fax:
Email: Rose_Heard@mhsnr.org

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: *John C. Carpi*

Title: V.P. Of Energy Efficiency

Date: 6-7-13

Mercy St. Charles Hospital_
(Customer)

By: *Jeffrey A. Perry*

Title: *V.P. Operations*

Date: 5/31/13

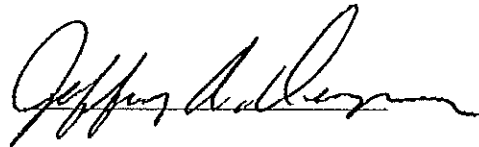
Affidavit of Mercy St. Charles Hospital – Exhibit _A_

STATE OF OHIO)
)
COUNTY OF Lucas) SS:

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

1. I am the Vice President of Operations of Mercy St. Charles Hospital ("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 31 day of May 20 13

Sandra Hayes Boney
Notary



This foregoing document was electronically filed with the Public Utilities

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8/26/2013 1:36:28 PM

in

Case No(s). 13-0840-EL-EEC

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