



Public Utilities Commission

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

Case No.: 13-0530-EL-EEC

Mercantile Customer: KeyBank National Association

Electric Utility: The Cleveland Electric Illuminating Company

Program Title or Description: 4900 Tiedeman 2012 1st Floor NE and NW Lighting Upgrades

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: Key Bank

Principal address: 100 Public Square, Suite 600, Cleveland, OH 44113

Address of facility for which this energy efficiency program applies: 4900 Tiedeman Rd., Brooklyn, OH 44144

Name and telephone number for responses to questions: Richard Estremera - 216.471.2589

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 Cleveland Electric Illuminating 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: 41,408 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?

10/20/2012

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

10 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 \$1,553.00. (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.)

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.: 13-0530-EL-EEC

State of Ohio :

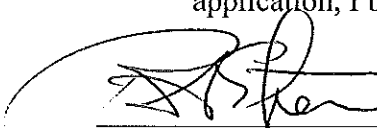
Richard Estremera, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:


KeyBank National Association

[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.

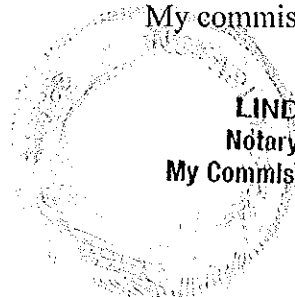
 SVP critical Sites and National Operations.
Signature of Affiant & Title KEYBANK

Sworn and subscribed before me this 5th day of June, 2013 Month/Year


Signature of official administering oath

Print Name and Title

My commission expires on _____


LINDA ROZZO FOUTZ
Notary Public, State of Ohio
My Commission Expires Dec. 14, 2014

Customer Legal Entity Name: Key National Association

Site Address: Key Bank Tiedeman Rd.

Principal Address: 4900 Tiedeman Rd.

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	4900 Tiedeman 2012 1st Floor NE and NW Lighting Upgrades	Relamp and RebalastrRetrofit of fully functional 3 Lamp 32W T8, Electronic Ballast Fixtures and 2 Lamp 32W U-Tube T8, Electronic Ballast fixtures with new 2 Lamp 25Watt T8, Electronic Ballast Fixtures and 2 Lamp 15 Watt T8, Electronic Ballast fixtures. (See Attachment A.1 for technical data sheets)	Third party (BDI) provided lighting audit to calculate and show energy savings from lighting project (IPMVP Option A). First Energy provides lighting calculator to calculate savings for rebate. See Attachment B.1.	No planned date. As equipment failed.	N/A

Exhibit 2

Customer Legal Entity Name: Key National Association

Site Address: Key Bank Tiedeman Rd.

Principal Address: 4900 Tiedeman Rd.

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (C) <i>Note 1</i>
2011	2,849,905	2,849,905	2,849,905
2010	4,501,235	4,501,235	4,501,235
2009	4,752,325	4,752,325	4,752,325
Average	4,034,488	4,034,488	4,034,488

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>
1	4900 Tiedeman 2012 1st Floor NE and NW Lighting Upgrades	10/20/2012	\$32,000	\$16,000	41,408	41,408	10	\$2,070	\$1,553
					-	-	-		
					-	-	-		
					-	-	-		
					-	-	-		
					-	-	-		
					-	-	-		
		Total	\$32,000		41,408	41,408	10	\$2,070	\$1,553

Docket No. 13-0530

Site: 4900 Tiedeman Rd.

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.

**Commitment
Payment
\$**

\$0

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	41	\$ 308	\$ 12,765	\$ 4,050	\$1,553	\$414	\$ 6,017	2.1
Total	41	\$ 308	12,765	4,050	\$1,553	\$414	6,017	2.1

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)

Key National Association ~ Key Bank Tiedeman Rd.
Docket No. 13-0530

Site: 4900 Tiedeman Rd.

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

Applicant Name:	Way Bank
Facility Name:	4600 Tiedeman Rd
Date:	03/06/2019
Lighting Zone (watermark only)	Lighting Zone 2

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Lighting Form

[illegible]

Note: If your total change in connected load is greater than or equal to 50 kW the cell above will be red. Please see row 4 on the instructions tab for information on adjusting the predominant space type to "Other" and estimating CF and EPLH values.

Project Estimated Annual Savings Summary

Lighting

Estimated Annual kWh Savings	41,408
Total Change in Connected Load	10.16

Annual Estimated Cost Savings	\$4,140.80
Annual Operating Hours	3,640

Interior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$2,070.40
Exterior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$0.00
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	\$2,070.40
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Total Fixture Quantity excluding retrofit CFLs and LED Exit Signs	229
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

<p>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</p> <p>Used default CF, Customer provided ltg. schedule 14 hrs/day, 5 days/wk, 52 weeks/year</p>

Demand Savings (For Internal Use Only)	11.43
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CUTSHGCT #1 2 LAMP, T8, 25 WATT LAMPS, NBF (.80) SYSTEM WATTS = 43
 CUTSITGCT #2 2 LAMP, T8, 15 WATT LAMPS, NBF (.80) SYSTEM WATTS = 26

www.sylvania.com

QUICKTRONIC® T8 Instant Start Universal Voltage Systems

High Efficiency Series

T8 ISN

Lamp / Ballast Guide

32W T8 - OCTRON® lamps

QHE ISN SC Models

1-lamp QHE1x32T8/UNV

2-lamp QHE2x32T8/UNV

3-lamp QHE3x32T8/UNV

4-lamp QHE4x32T8/UNV

Also operates:

FB032, FB031, F025, FB024, F017,
 FB016, F030/SS (30W), FB030/SS (30W),
 FB029/SS (29W), F028/SS (28W) &
 F025/SS (25W)

F040T8 operation:

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

Key System Features

- High Efficiency Systems over 90% efficient
- NEMA Premium Electronic Ballast Program compliant
- Lamp Striation Control (LSC)
- Over 100 LPW (lumens/watt) with OCTRON SUPERSAVER® lamps
- Lowest power T8 I.S. Systems
- Universal voltage (120-277V)
- Small Can enclosure size
- 30-50% Energy savings
- Min. Starting Temp:
 - -20°F (-29°C) for T8 lamps
 - 60°F (16°C) for Energy Saving T8 lamps
 - 0°F (-18°C) for F040T8 lamps
- <10% THD
- Virtually eliminates lamp flicker
- RoHS compliant
- Lead-free solder and manufacturing process

Application Information

SYLVANIA QUICKTRONIC High Efficiency ballasts are 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

Lamp Striation Control (LSC)

- General lighting applications where energy saving T8 lamps may striate, particularly for the F25 energy saving T8 lamps.

SYLVANIA QUICKTRONIC High Efficiency (QHE) energy-saving electronic T8 ballasts offer several advantages:

1. Same Light, Less Power!
 - Up to 6% in energy savings compared to standard T8 low power electronic ballasts without compromising light output
 - 30-44% energy savings when compared to F40T12 magnetically ballasted systems (see table below)
2. Parallel Circuitry: keeps remaining lamps lit if one or more go out.
3. Lamp Striation Control (LSC): T8 energy saving lamps should be operated above 60°F, but under certain conditions the lamps may striate. LSC circuitry may minimize or eliminate this condition; however there are limited applications where LSC circuitry may not entirely mitigate lamp striations
4. NEMA Premium Electronic Ballast Program compliant. The program promotes the use of high efficiency T8 electronic ballasts by meeting or exceeding the Ballast Efficiency Factors.

System Information

SYLVANIA QUICKTRONIC High Efficiency (QHE) System advantages:

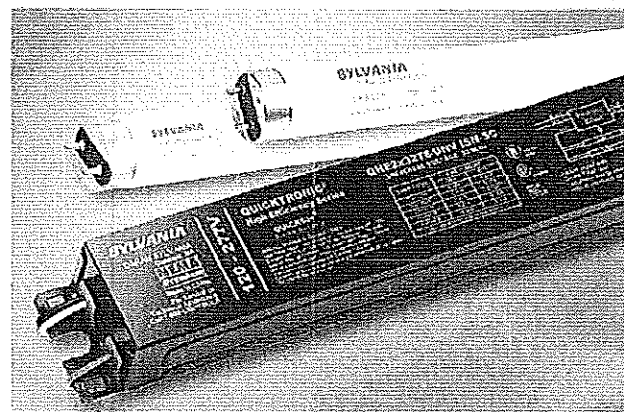
- Operate from 120V through 277V
 - Eliminates "wrong voltage" errors
 - Reduces inventory by 50%
- Utilizes Instant Start operation for
 - Highest System Efficacy
 - Low temperature starting capability
- Very low harmonic distortion (<10%)THD
- Operate at >42kHz to reduce potential interference with infrared control systems

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

**NEMA
Premium**



Lamp Striation Control
Normal Ballast Factor



(BEF) established by the CEE, (Consortium for Energy Efficiency). For additional information on this program go to: www.cee1.org or www.nema.org

- No tangled wires

These ballasts are also RoHS compliant and feature lead-free solder and manufacturing process.

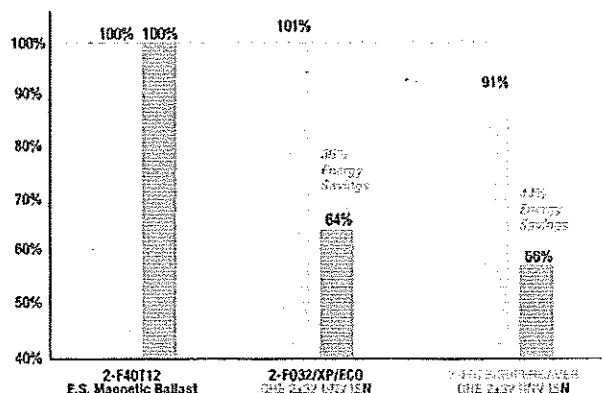
5. New Banded Packaging

- Distributor-friendly for easy stocking and individual ballast sales
- Reduced waste
- Easy removable bands

SYLVANIA QUICKTRONIC High Efficiency (QHE) systems are also covered by the QUICK 60+® warranty, the first and most comprehensive lamp & ballast system warranty in the industry.

System Type (2-lamp)	Input Power (W)	Initial System Lumens	System Efficacy LPW	Mean System Lumens	Relative Mean Light Output	Energy Savings
F40T12 - E.S. Magnetic Ballast	68	5795	67	4930	Baseline	Baseline
F34T12 - E.S. Magnetic Ballast	72	4660	65	3960	80%	16%
F032/XP - QHE2x32T8/UNV ISN-SC	65	5280	96	4965	101%	29%
F025/SS - QHE2x32T8/UNV ISN-SC	48	4800	100	4510	91%	41%

% Relative Light Output (Mean Lumens)
 % System Wattage (Power)



SPECIFICATION DATA

Catalog #

Date

Type

Project

Prepared by

Comments

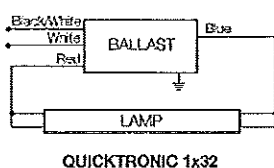
High Efficiency Universal Voltage (120-277V), Lamp Striation Control



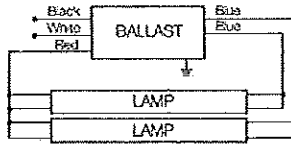
Item Number	OSRAM SYLVANIA Description	Input Current (AMPS)	Lamp Type	Rated Lumens (lm)	No. of Lamps	Ballast Factor (BF)	System Lumens	Mean Lumens	Input Power (W)	System Efficacy (lm/W)	BEF ¹
49968	QHE 1X32T8/UNV ISN-SC	0.25/0.11	F032/XP	3000	1	0.88	2640	2480	28	94	3.14
49851	10-Pack	0.22/0.09	F030/SS	2850	1	0.88	2510	2360	26	97	3.38
		0.21/0.09	F028/SS	2725	1	0.88	2400	2255	25	96	3.52
		0.19/0.09	F025/SS	2475	1	0.88	2175	2045	22	99	4.00
49969	QHE 2X32T8/UNV ISN-SC	0.47/0.20	F032/XP	3000	2	0.88	5200	4965	55	96	1.60
49853	10-Pack	0.44/0.19	F030/SS	2850	2	0.88	5015	4715	52	96	1.69
		0.40/0.18	F028/SS	2725	2	0.88	4800	4510	48	100	1.83
		0.36/0.16	F025/SS	2475	2	0.88	4355	4095	43	101	2.05
49970	QHE 3X32T8/UNV ISN-SC	0.69/0.30	F032/XP	3000	3	0.88	7920	7445	83/82	95/97	1.07
49855	10-Pack	0.66/0.28	F030/SS	2850	3	0.88	7525	7075	78/77	96/98	1.14
		0.61/0.26	F028/SS	2725	3	0.88	7195	6760	72	100	1.22
		0.55/0.23	F025/SS	2475	3	0.88	6530	6140	65/64	101/102	1.38
49971	QHE 4X32T8/UNV ISN-SC	0.91/0.39	F032/XP	3000	4	0.88	10560	9925	108/107	98/99	0.82
49857	10-Pack	0.86/0.37	F030/SS	2850	4	0.88	10030	9430	102/101	98/99	0.87
		0.80/0.35	F028/SS	2725	4	0.88	9590	9015	95	101	0.93
		0.71/0.30	F025/SS	2475	4	0.88	8710	8190	85	102	1.04

Banded Pack, (add "-B" to Description). Banded Pack and 10-Pack contain 10 pieces each.

¹ Ballast Efficiency Factor (BEF) shown = (Ballast Factor x 100) divided by Input Power (Note: calculation based on lowest wattage value)

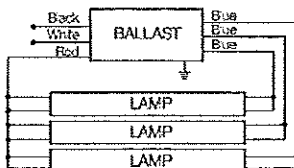


QUICKTRONIC 1x32



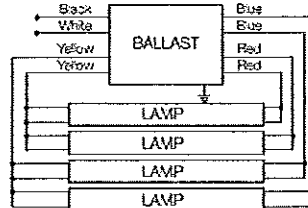
Note: For one lamp application, cap any blue lead. Insulate to 600 volts.

QUICKTRONIC 2x32



Note: For two lamp application, cap any blue lead. For one lamp application, cap any two blue leads. Insulate to 600 volts.

QUICKTRONIC 3x32



Note: For three lamp application, cap any unused blue lead. For two lamp application, cap two blue leads individually. For one lamp application, cap two blue leads, one red and one yellow lead individually. Insulate to 600 volts.

QUICKTRONIC 4x32

Dimensions:

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

Mounting: 6.90"

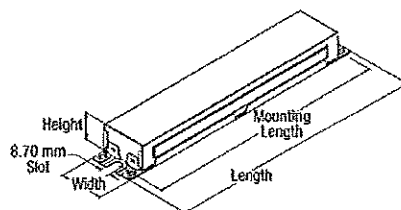
Product Weight:

1.6 lbs each (approx)

Wiring:

Leads only

(no connectors provided)



Item Number	49970	QHE 3 x 32T8 / UNV ISN - SC	Case Size
QUICKTRONIC High Efficiency			Starting/Ballast Factor
Number of Lamps			Line Voltage (120-277V)
			Primary Lamp Wattage

SYLVANIA, the system solution, See the World in a New Light, OCTRON, XP, SUPERSAVER and QUICK60+ are registered trademarks of OSRAM SYLVANIA Inc. QUICKTRONIC is a registered trademark of OSRAM GmbH.

Normal Ballast Factor

T8 Instant Start

High Efficiency

Performance Guide

Data based upon SYLVANIA OCTRON[®] 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 SUPERSAVER[®] & U-Bend equivalent) T8 lamps. Complete performance data is available in the QUICKSYSTEMS section of the SYLVANIA Electronic Ballast Catalog.

Specifications

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 (-29°C) for OCTRON T8 lamps;

60°F (16°C) for SUPERSAVER[®] T8 lamps

0°F (-18°C) for F040T8

Input Frequency: 50/60 Hz

Low THD: <10%

Power Factor: >98%

Voltage Range: ±10% of 120-277V

rated line (108-365V)

UL Listed Class P, Type 1 Outdoor

CSA Certified

70°C Max Case Temperature

FCC 47CFR Part 18 Non-Consumer

Class A Sound Rating

RoHS Compliant²

NEMA Premium Electronic Ballast

Program compliant

ANSI C82.41 Cat. A Transient Protection

GFCI compatible

Emergency ballast compatible

Remote Mounting (Max. wire length from ballast case to lampholder):

- 20 ft: full wattage T8s
- 10 ft: energy saving T8s
- 4 ft: 25W energy saving T8s

2 Operation below 50°F (10°C) may affect light output of lamp operation - see "Low Temp. Starting" definition.

3 Complies with European Union Restriction of Hazardous Substances Directive (Directive EC 2002/95)

System Life / Warranty

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

OSRAM SYLVANIA
National Customer
Service and Sales Center
1-800-LIGHTBULB
(1-800-544-4828)
www.sylvania.com

Specifications subject to change without notice.

the system solution

LAMP CURSITGOTS
48" 25W T8 * 24" 15W T8

www.sylvania.com

OCTRON® 800 XP® SUPERSAVER® ECOLOGIC®3 Extended Performance Fluorescent Lamps



The OCTRON 800 XP SUPERSAVER T8 fluorescent offering includes a full complement of lengths and wattages, ensuring there is an energy-saving lamp to satisfy nearly all applications. These lamps operate on standard T8 instant start systems and provide up to 22 percent energy savings over 32 Watt lamps. At 11¢/kWh and 4000 hours of operation per year, the 22 percent energy savings translate to a savings of \$12.32 per fixture per year for a 4-lamp fixture. The initial lumen output, lumen maintenance and high color rendering of the OCTRON 800 XP SUPERSAVER/ECO3 lamps help ensure that lighting quality is maintained while energy is saved. These lamps pass the Federal TCLP test, classifying them as non-hazardous waste in most states and feature lead-free glass, bases and manufacturing process, reducing overall environmental impact.

For optimal performance and system warranty, pair with QUICKTRONIC® electronic ballast systems.

Key Features & Benefits

- Energy savings compared to standard 32W T8 lamp
 - 22% with the 25W XP/SS
 - 12% with the 28W XP/SS
 - 6% with the 30W XP/SS
- 94% mean lumens
- Lead free
- Made in the USA
- Dimmable (see application note 5)
- TCLP and RoHS compliant
- Meets CEE Standards
- Retrofit lamp for existing T8 instant start systems
 - 40,000 hours rated life @ 12 hours per start
- Increased life on SYLVANIA QUICKTRONIC® PROStart® PSX and PSN programmed rapid start ballasts
 - 42,000 hours rated life @ 12 hours per start
- QUICK 60+® system warranty when lamps are paired with QUICKTRONIC electronic ballasts

SYLVANIA OCTRON ECOLOGIC3 T8 fluorescent lamps pass the Federal Toxic Characteristic Leaching Procedure (TCLP) criteria for classification as non-hazardous waste in most states.

ECOLOGIC3 represents a more comprehensive approach to sustainability encompassing high efficiency, long life and RoHS/TCLP compliance.

1. TCLP test results are based on NEMA LL Series standards and are available on request.
2. Lamp disposal regulations may vary; check your local & state regulations.



Product Offering

Lamp Type	Wattage	CCT
F017/15W/800XP/SS/ECO3	15	3000K, 3500K, 4100K
F025/21W/800XP/SS/ECO3	21	3500K, 4100K
F032/25W/800XP/SS/ECO3	25	3000K, 3500K, 4100K, 5000K
F028/800XP/SS/ECO3	28	3000K, 3500K, 4100K, 5000K
F030/800XP/SS/ECO3	30	3000K, 3500K, 4100K, 5000K
F096/50W/800/XP/SS/ECO3	50	3500K, 4100K
F096/54W/800/XP/SS/ECO3	54	3500K, 4100K, 5000K

Application Information

Applications

- Cove
- Direct/indirect luminaires
- Recessed troffers
- Schools
- Valance

Application Notes

1. F025, F028 and F030 SUPERSAVER lamps are recommended to be used on F32T8 instant start ballast with minimum open circuit voltage of 550V RMS at the lamp.

a. Electronically ballasted fixture configurations which operate lamps remotely, such as Master/Satellite applications, can cause reduction of lamp open circuit voltage, in the remote fixture, below the minimum required for reliable lamp starting. For more information, please call 1-800-LIGHTBULB and ask for Ballast Technical Assistance or call your fixture manufacturer.

b. Not recommended to be used: (1) in remotely ballasted fixtures with lamp open circuit voltages below 550V, (2) in air handling fixtures, (3) on low power factor ballasts or (4) inverter operated emergency lighting systems unless any of the above equipment is specifically listed for SUPERSAVER (SS) lamps. Any of the above situations could result in lamp starting and stabilization problems, or system compatibility issues.

2. F096 SUPERSAVER lamps are recommended to be used on F96T8 instant start ballast with minimum open circuit voltage of 725V.

3. If a 28W SUPERSAVER lamp is exposed to drafts or the ambient temperature falls below 60°F (70°F for 25W), striation (a rhythmic pulsing pattern of light running down the tube) and/or reduction in lamp brightness may occur. While visually disconcerting, neither behavior is damaging to the lamp and removing the cause (draft or temperature) will return the lamp to normal operation.

4. Fixture must conform to ANSI C78.81-2005 requirements for luminaire design.

5. F096 types are not dimmable. For all other types, contact OSRAM SYLVANIA for approved dimming ballasts.



Specification Data

Fixture Description:

Type

Project/Job:

SYLVANIA lamp:

SYLVANIA ballast:

Notes:

Ordering Information





Item Number	Ordering Abbreviation	Watts	Nominal Length (in)	Initial Lumens	Mean Lumens¹	Lumens per Watt	Average Rated Life				CCT	CRI
							Instant Start		Prog. Rapid Start			
							3 hrs/ start	12 hrs/ start	3 hrs/ start	12 hrs/ start		
OCTRON® 800 XP® SUPERSAVER®												
22405	F017/15W/830/XP/SS/EC03	15	24	1200	1130	80	24,000	40,000	40,000	42,000	3000K	85
22406	F017/15W/835/XP/SS/EC03	15	24	1200	1130	80	24,000	40,000	40,000	42,000	3500K	85
22407	F017/15W/841/XP/SS/EC03	15	24	1200	1130	80	24,000	40,000	40,000	42,000	4100K	85
22395	F025/21W/835/XP/SS/EC03	21	36	1925	1810	92	24,000	40,000	40,000	42,000	3500K	85
22396	F025/21W/841/XP/SS/EC03	21	36	1925	1810	92	24,000	40,000	40,000	42,000	4100K	85
22232	F032/25W/830/XP/SS/EC03	25	48	2500	2350	100	24,000	40,000	40,000	42,000	3000K	85
22233	F032/25W/835/XP/SS/EC03	25	48	2500	2350	100	24,000	40,000	40,000	42,000	3500K	85
22234	F032/25W/841/XP/SS/EC03	25	48	2500	2350	100	24,000	40,000	40,000	42,000	4100K	85
22235	F032/25W/850/XP/SS/EC03	25	48	2500	2350	100	24,000	40,000	40,000	42,000	5000K	81
22177	F028/830/XP/SS/EC03	28	48	2725	2560	97	24,000	40,000	40,000	42,000	3000K	85
22178	F028/835/XP/SS/EC03	28	48	2725	2560	97	24,000	40,000	40,000	42,000	3500K	85
22179	F028/841/XP/SS/EC03	28	48	2725	2560	97	24,000	40,000	40,000	42,000	4100K	85
22184	F028/850/XP/SS/EC03	28	48	2725	2560	97	24,000	40,000	40,000	42,000	5000K	81
22063	F030/830/XP/SS/EC03	30	48	2850	2680	95	24,000	40,000	40,000	42,000	3000K	85
22060	F030/835/XP/SS/EC03	30	48	2850	2680	95	24,000	40,000	40,000	42,000	3500K	85
22062	F030/841/XP/SS/EC03	30	48	2850	2680	95	24,000	40,000	40,000	42,000	4100K	85
22202	F030/850/XP/SS/EC03	30	48	2850	2680	95	24,000	40,000	40,000	42,000	5000K	81
OCTRON F096 XP SUPERSAVER												
22420	F096/50W/835/XP/SS/EC03	50	96	5400	5075	108	24,000	36,000			3500K	85
22421	F096/50W/841/XP/SS/EC03	50	96	5400	5075	108	24,000	36,000			4100K	85
22100	F096/54W/835/XP/SS/EC03	54	96	5700	5360	106	24,000	36,000			3500K	85
22101	F096/54W/841/XP/SS/EC03	54	96	5700	5360	106	24,000	36,000			4100K	85
22347	F096/54W/850/XP/SS/EC03	54	96	5700	5360	106	24,000	36,000			5000K	81

1. Measured at 40% of rated life.

Ordering Guide

F0	30	/	8	35	XP	/	SS	/	EC03
Fluorescent	Actual Wattage		Actual CRI	Color Temperature	XP=Extended Performance		SUPERSAVER		ECOLOGICS
OCTRON	15, 21, 25, 28, 30, 50 and 54		80 or 85	30 = 3000K CCT, 35 = 3500K CCT 41 = 4100K CCT, 50 = 5000K CCT					

Lamp Dimensions

Lamp Type	(A) Max. Overall Length (in.)	(B) Base Face to Opposite Pin (in.)	(C) Max. Base Face to Base Face (in.)	(D) Max. Outside Diameter (in.)	
F017	23.78	Min. 23.41 Max. 23.50	23.22	1.1	
F025	35.78	Min. 35.40 Max. 35.50	35.22	1.1	
F032 F032/25W F028 F030	47.78	Min. 47.41 Max. 47.50	47.22	1.1	
F096	94.00	Min. 93.42 Max. 93.65	93.30	1.1	

LITHONIA LIGHTING[®]

FEATURES & SPECIFICATIONS

INTENDED USE — The 2VT8R Relight assembly is the ideal solution for renovating obsolete and inefficient parabolic systems, delivering improved quality of light and refreshing the space. VTR volumetric lighting eliminates the "cave effect" by delivering the ideal amount of light to walls, work surfaces, and people. The 2VT8R Relight assembly is recommended for offices, schools, hospitals, and other general lighting applications where existing 2x2 parabolic fixtures are currently in use.

CONSTRUCTION — End bracket bases and lampholder brackets are constructed of 20-gauge powder-painted steel. End bracket bases are painted black to match existing parabolic fixture doorframes reveals. The one-piece reflector is die-formed aluminum finished in either highly reflective 92% white powder paint (standard) or in 95% specular anodized finish (HE option).

The doorframe / external reflector assembly is vaulted cold-rolled steel with embossed facets and is painted after fabrication. Impact-modified, single clear acrylic diffuser provides excellent shielding and wide distribution.

OPTICS — Volumetric illumination is delivered by creating an optimal mix of light to walls, partitions, vertical and horizontal work surfaces — rendering the interior space, objects and occupants in a more balanced, complementary luminous environment. Vaulted reflector cavity with linear facets softens and distributes light into the space while minimizing luminous contrast between the fixture and ceiling. Sloped end plates provide a smooth, luminous transition between fixture and ceiling while enhancing the perception of fixture depth.

ELECTRICAL — Standard ballast is high-efficiency, CEE (Consortium for Energy Efficiency) qualified, instant start, <10% THD, universal voltage and sound rated A. Suggested lamps are high-lumen, long-life super T8 lamps which contribute to optimizing system performance. Optional program start and step-dim hi-level ballasts are available as well as several ballast factor options to maximize energy savings and to allow the amount of light to be balanced to the application.

Ballast disconnect provided where required to comply with US and Canadian codes.

INSTALLATION — End bracket bases (painted black to match parabolic reveal) are secured to the host fixture with provided tek screws. The pre-wired electrical module is mounted to the host fixture channel with included self-tapping tek screws. The lampholder assemblies are pre-wired to the ballast and simply snap into position on the end brackets. Optimum lamp position relative to aperture is consistently maintained by the positive snap-fit installation. The ballast assembly wires to the supply voltage using a driver-disconnect plug system provided as standard. (A wiring connection cover is provided for use if required.) The one-piece highly efficient reflector slides into place and is secured without tools using integral tabs.

The unitized reflector / refractor doorframe assembly attaches firmly to the end bracket via a reliable sliding hinge and is secured in the closed position with a rotating cam latch. The doorframe and reflector assembly is cold-rolled steel with embossed facets and is painted after fabrication. Impact-modified, single clear acrylic diffuser provides excellent shielding and wide distribution.

Installation of Relight assembly does not significantly reduce air-handling functions.

UL/cUL listing of the host fixture is not affected.

Suitable for damp location and air-handling installations.

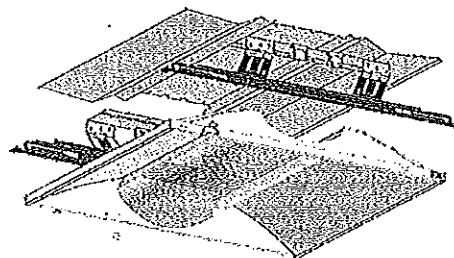
Catalog Number
Notes
Type

VI SERIES
RELIGHT

Volumetric Troffer

2VT8R

2x2 Relight
T8



Specifications
Intended for installation in existing 2x2 parabolic fixture

LISTINGS — UL / cUL Classified, Labeled for use in both static and air-handling fixtures; Installation per instructions will not significantly impact existing fixture air-handling capabilities. Installation of 2VT8R does not impact existing fixture UL listing. NYC approved (#49192).

WARRANTY — Fixture guaranteed for one year against mechanical defects in manufacture. System lamp (24 months) and ballast (60 months) warranty may be available from lamp and ballast manufacturer if specified.

Protected by one or more of US Patent Nos. 7,229,192; D541,467; D541,468; D544,633; D544,634; D544,992. D544,933 and additional patents pending.

Note: Specifications subject to change without notice.

Series	Lamp type	Diffuser	Voltage	Ballast configuration	Options
2VT8R ¹ Recessed 2x2 T8 Relight assembly	217 2-lamp, 17W T8 (24")	ADP Acrylic linear prismatic	(blank) MVOLT 347 347V	BIHP IS, high efficiency, .88bf	JP24 Job packaging - 24 kits HE Enhanced efficiency specular reflector
	117 1-lamp, 17W T8 (24")			BIHP IS, high efficiency, .78bf	
	317 1-lamp, 17W T8 (24")			BIHP IS, high efficiency, .1.20bf	
				BPNP PS, high efficiency, .88bf	
				BPLP PS, high efficiency, .78bf	
				BPHP PS, high efficiency, .1.20bf	
				BSNP PS, step-dimming, high-efficiency	

¹ Black end brackets for installation in parabolic fixtures

LITHONIA LIGHTING[®]
An Acuity Brands Company

2VT8R-2X2

06/12/12

FLUORESCENT: One Lithonia Way, Cary, NC 27513 Phone: 800.315.4863 Fax: 770.691.9191 www.lithonia.com

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LITHONIA LIGHTING®

FEATURES & SPECIFICATIONS

INTENDED USE — The 2VT8R Relight assembly is the ideal solution for renovating obsolete and inefficient parabolic systems, delivering improved quality of light and refreshing the space. VTR volumetric lighting eliminates the "cave effect" by delivering the ideal amount of light to walls, work surfaces, and people. The 2VT8R Relight assembly is recommended for offices, schools, hospitals, and other general lighting applications where existing 2x4 parabolic fixtures are currently in use.

CONSTRUCTION — End bracket bases and lampholder brackets are constructed of 20-gauge powder-painted steel. End bracket bases are painted black to match existing parabolic fixture doorframe reveals. The one-piece reflector is die-formed aluminum finished in either highly reflective 92% white powder paint (standard) or in 95% specular anodized finish (HE option).

The doorframe / external reflector assembly is vaulted cold-rolled steel with embossed facets and is painted after fabrication. Impact-modified, single clear acrylic diffuser provides excellent shielding and wide distribution.

OPTICS — Volumetric illumination is delivered by creating an optimal mix of light to walls, partitions, vertical and horizontal work surfaces — rendering the interior space, objects and occupants in a more balanced, complementary luminous environment. Vaulted reflector cavity with linear facets softens and distributes light into the space while minimizing luminous contrast between the fixture and ceiling. Sloped end plates provide a smooth, luminous transition between fixture and ceiling while enhancing the perception of fixture depth.

ELECTRICAL — Standard ballast is high-efficiency, CEE (Consortium for Energy Efficiency) qualified, instant start, <10% THD, universal voltage and sound rated A. Suggested lamps are high-lumen, long-life super T8 lamps which contribute to optimizing system performance. Optional program start and step-dim bi-level ballasts are available as well as several ballast factor options to maximize energy savings and to allow the amount of light to be balanced to the application.

Ballast disconnect provided where required to comply with US and Canadian codes.

INSTALLATION — End bracket bases (painted black to match parabolic reveal) are secured to the host fixture with provided tek screws. The pre-wired electrical module is mounted to the host fixture channel with included self-tapping tek screws. The lampholder assemblies are pre-wired to the ballast and simply snap into position on the end brackets. Optimum lamp position relative to aperture is consistently maintained by the positive snap-fit installation. The ballast assembly wires to the supply voltage using a driver-disconnect plug system provided as standard. (A wiring connection cover is provided for use if required.) The one-piece highly efficient reflector slides into place and is secured without tools using integral tabs.

The unitized reflector / reflector doorframe assembly attaches firmly to the end bracket via a reliable sliding hinge and is secured in the closed position with a rotating cam latch. The doorframe and reflector assembly is cold-rolled steel with embossed facets and is painted after fabrication. Impact-modified, single clear acrylic diffuser provides excellent shielding and wide distribution.

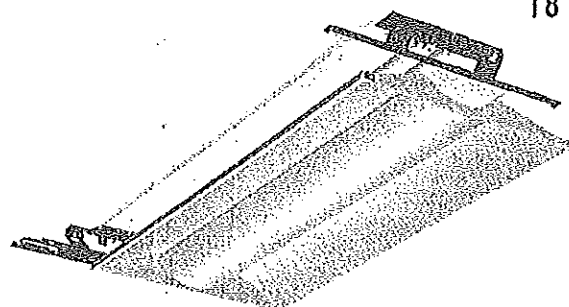
Installation of Relight assembly does not significantly reduce air-handling functions. UL/cUL listing of the host fixture is not affected.

Suitable for damp location and air-handling installations.

Catalog Number
Notes
1/2"

VI SERIES
RELIGHT
Volumetric Troffer

2VT8R
2x4 Relight
T8



Specifications
Intended for installation in existing 2x4 parabolic fixture

LISTINGS — UL / cUL Classified, Labeled for use in both static and air-handling fixtures; installation per instructions will not significantly impact existing fixture air-handling capabilities. Installation of 2VT8R does not impact existing fixture UL listing. NYC approved (#49192).

WARRANTY — Fixture guaranteed for one year against mechanical defects in manufacture. System lamp (24 months) and ballast (60 months) warranty may be available from lamp and ballast manufacturer if specified.

Protected by one or more of US Patent Nos. 7,229,192; D541,467; D541,468; D544,633; D544,634; D544,992. D544,933 and additional patents pending.

Note: Specifications subject to change without notice.

Series	Lamp type	Diffuser	Voltage	Ballast configuration	Options
2VT8R	232 2-lamp, 32W T8 (48")	ADP Acrylic linear prismatic	(blank) 347 MVOLT 347V	BIHP IS, high efficiency, .88bf	JP18 Job packaging - 18 kits
	132 1-lamp, 32W T8 (48")			BIHP IS, high efficiency, .78bf	
	332 3-lamp, 32W T8 (48")			BIHP IS, high efficiency, .1.20bf	
				BPNP PS, high efficiency, .88bf	
				BPLP PS, high efficiency, .78bf	
				BPHP PS, high efficiency, .1.20bf	
				BSNP PS, step-dimming, high-efficiency	

LITHONIA LIGHTING®
An Acuity Brands Company

2VT8R-2X4

06/08/12

FLUORESCENT: One Lithonia Way, Cary, NC 27513 Phone: 800.315.4563 Fax: 770.591.8191 www.lithonia.com

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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 Cleveland Electric Illuminating Company, its successors and assigns (hereinafter called the "Company") and KeyBank National Association, Taxpayer ID No. 34-0797057 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: ymnofziger@firstenergycorp.com

If to the Customer:

KeyBank
100 Public Square suite 600
Cleveland, Ohio, 44113
Attn: Richard Estremera
Telephone: 216-471-2589
Fax:
Email: Richard_Estremera@keyBank.com

or to such other person at such other address as a Party may designate by like notice to the other Party. Notice received after the close of the business day will be deemed received on the next business day; provided that notice by facsimile transmission will be deemed to have been received by the recipient if the recipient confirms receipt telephonically or in writing.

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

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

The Cleveland Electric Illuminating Company_

(Company)
By: Jah C. Durpi

Title: V.P. Of Energy Efficiency

Date: 3-27-13

Richard Estremera, SVP Critical Site and National Operations, KeyBank 3-1-2013 _

(Customer)
By: [Signature]

Title: SVP, critical Sites, National operations KeyBank

Date: 3-1-2013

Affidavit of Customer Name – Exhibit __A__

STATE OF OHIO)
) SS:
COUNTY OF Cuyahoga)

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

1. I am the SVP, Critical Site and National Operations Mgr of KeyBank ("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 Cleveland Electric Illuminating Company ("Company"), which are the subject of the agreement to which this affidavit is attached ("Project(s)").
3. In exchange for making such a commitment, the Company has agreed to provide Customer with Cash ("Incentive"). This Incentive was a critical factor in the Customer's decision to go forward with the Project(s) and to commit the Project(s) to the Company.
4. All information related to said Project(s) that has been submitted to the Company is true and accurate to the best of my knowledge.

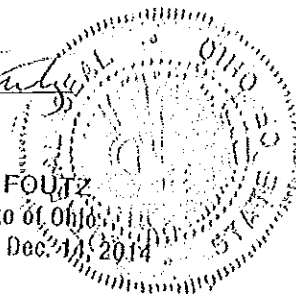
FURTHER AFFIANT SAYETH NAUGHT.

Richard Estrenmera

Sworn to before me and subscribed in my presence this 4 day of March 2013

Linda Rozzo Foutz
Notary

LINDA ROZZO FOUTZ
Notary Public, State of Ohio
My Commission Expires Dec. 11, 2014



This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/28/2013 11:28:49 AM

in

Case No(s). 13-0530-EL-EEC

Summary: Application to Commit Energy Efficiency/Peak Demand Reduction Programs of The Cleveland Electric Illuminating Company and KeyBank National Association electronically filed by Ms. Jennifer M. Sybyl on behalf of The Cleveland Electric Illuminating Company and KeyBank National Association