



Public Utilities Commission

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

Case No.: 13-0731-EL-EEC

Mercantile Customer: The Garland Company

Electric Utility: The Cleveland Electric Illuminating Company

Program Title or
Description: Lighting Retrofit

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: The Garland Company

Principal address: 3800 East 91st Street, Cleveland Ohio 44105

Address of facility for which this energy efficiency program applies: 3800 East 91st Street, Cleveland Ohio 44105

Name and telephone number for responses to questions: Chuck Ripepi, (216) 641-7500

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: 267,721 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?

01/29/2012

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

53 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 \$____. (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.: 13-0731
~~12-2526-EL-EEC~~

State of Ohio :

Chuck Ripepi, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

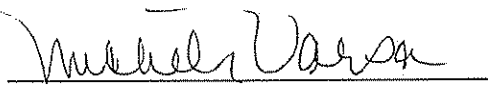
The Garland Company

[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

Sworn and subscribed before me this 6th day of November, 2012 Month/Year


Signature of official administering oath

Michelle Varσα, Corp.
Print Name and Title
Admin. Asst.

My commission expires on 2/5/16



MICHELLE VARSA
NOTARY PUBLIC
STATE OF OHIO
Recorded In
Cuyahoga County
My Comm. Exp. 2/5/16

Customer Legal Entity Name: The Garland Company
 Site Address: The Garland Company
 Principal Address: 3800 E 91 st

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.

Narrative description of your program including, but not limited to, make, model, and year of any installed and replaced equipment:

Project No.

Project Name

Description of methodologies, protocols and practices used in measuring and verifying project results

Lighting inventory was performed with pre & post ECM fixture consumption and demand utilized in school. Specified retrofits and replacements of the existing fixtures. Electrical Usage (kWh) = (Number of fixtures x watts per fixture x Operating hours)

10 Years based on fixture life

N/A

1	Lighting Retrofit	Lighting Retrofit - furnished and installed a lighting retrofit project as detailed in Exhibit 1 attached. Generally speaking, the project consists of converting existing T12 lamps and magnetic ballast to energy efficient 28 watt T8 lamps and high efficiency electronic ballast, either through retrofit or replacement of fixtures. In some cases, Metal Halide 250 watt and 400 watt fixtures were replaced by new T8 fixtures.	Lighting inventory was performed with pre & post ECM fixture consumption and demand utilized in school. Specified retrofits and replacements of the existing fixtures. Electrical Usage (kWh) = (Number of fixtures x watts per fixture x Operating hours) Electrical Demand (kW) = (Number of fixtures x watts per fixture) ; Electrical Energy Cost = (kWh x \$/kWh) ; Existing kWh - Retrofit kWh = Savings. See attached summary spreadsheet for details. Measurement and Verification is based on IPMVP Option A. Calculations based on physical assessment of operational factors and commonly accepted usage assumptions.	10 Years based on fixture life	N/A

Customer Legal Entity Name: The Garland Company
Site: The Garland Company
Principal Address: 3800 E 91 st

Project Number	Project Name	In-Service Date	Project Cost \$	KWh Saved/Year Counting towards Utility compliance	KWh Saved/Year (D) eligible for incentive	Utility Peak Demand Reduction Contribution, KW
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Savings as percent of usage

9.1% Note 2

= Total (D) divided by Average (C)

Site: 3800 E 91 st

Customer Eligible Exemption Period: 89 Month(s) **Note 3**

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.

(3) Customer exemption determined by savings percentage in relation to energy efficiency schedule as set forth in O.R.C. 4928.66(A)(1)(a).

(4) The exemption period reflects the maximum potential exemption period. NOTE: The FirstEnergy Utilities cannot guarantee the length of the exemption period that will ultimately be approved by the Commission. Depending on the Commission's order, periods greater than 24 months may be capped at 24 months.

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	268	308	82,533	4,050	\$0	\$2,677	6,727	12.3
Total	268	\$ 308	82,533	4,050	\$0	\$2,677	6,727	12.3

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)

The Garland Company ~ The Garland Company
 Docket No. 13-0731

Site: 3800 E 91 st

Lighting Inventory Form

Agency Name: _____
Project Name: _____
Date: _____

Project Location: _____
Project Manager: _____
Project Engineer: _____

Project Description: _____
Project Status: _____
Project Budget: _____

General Information		Lighting System		Lighting Fixture		Lighting Control		Lighting Schedule		Lighting Notes	
Item #	Item Name	Item Description	Item Quantity	Item Unit	Item Price	Item Total	Item Status	Item Location	Item Date	Item Notes	Item Comments
1	Lighting Fixture	100W LED Flood Light	10	Each	\$10.00	\$100.00	Active	Room 101	2023-01-01	Installed	
2	Lighting Fixture	50W LED Flood Light	5	Each	\$5.00	\$25.00	Active	Room 102	2023-01-01	Installed	
3	Lighting Fixture	25W LED Flood Light	5	Each	\$2.50	\$12.50	Active	Room 103	2023-01-01	Installed	
4	Lighting Fixture	12.5W LED Flood Light	5	Each	\$1.25	\$6.25	Active	Room 104	2023-01-01	Installed	
5	Lighting Fixture	6.25W LED Flood Light	5	Each	\$0.625	\$3.125	Active	Room 105	2023-01-01	Installed	
6	Lighting Fixture	3.125W LED Flood Light	5	Each	\$0.3125	\$1.5625	Active	Room 106	2023-01-01	Installed	
7	Lighting Fixture	1.5625W LED Flood Light	5	Each	\$0.15625	\$0.78125	Active	Room 107	2023-01-01	Installed	
8	Lighting Fixture	0.78125W LED Flood Light	5	Each	\$0.078125	\$0.390625	Active	Room 108	2023-01-01	Installed	
9	Lighting Fixture	0.390625W LED Flood Light	5	Each	\$0.0390625	\$0.1953125	Active	Room 109	2023-01-01	Installed	
10	Lighting Fixture	0.1953125W LED Flood Light	5	Each	\$0.01953125	\$0.09765625	Active	Room 110	2023-01-01	Installed	
11	Lighting Fixture	0.09765625W LED Flood Light	5	Each	\$0.009765625	\$0.048828125	Active	Room 111	2023-01-01	Installed	
12	Lighting Fixture	0.048828125W LED Flood Light	5	Each	\$0.0048828125	\$0.0244140625	Active	Room 112	2023-01-01	Installed	
13	Lighting Fixture	0.0244140625W LED Flood Light	5	Each	\$0.00244140625	\$0.01220703125	Active	Room 113	2023-01-01	Installed	
14	Lighting Fixture	0.01220703125W LED Flood Light	5	Each	\$0.001220703125	\$0.006103515625	Active	Room 114	2023-01-01	Installed	
15	Lighting Fixture	0.006103515625W LED Flood Light	5	Each	\$0.0006103515625	\$0.0030517578125	Active	Room 115	2023-01-01	Installed	
16	Lighting Fixture	0.0030517578125W LED Flood Light	5	Each	\$0.00030517578125	\$0.00152587890625	Active	Room 116	2023-01-01	Installed	
17	Lighting Fixture	0.00152587890625W LED Flood Light	5	Each	\$0.000152587890625	\$0.000762939453125	Active	Room 117	2023-01-01	Installed	
18	Lighting Fixture	0.000762939453125W LED Flood Light	5	Each	\$0.0000762939453125	\$0.0003814697265625	Active	Room 118	2023-01-01	Installed	
19	Lighting Fixture	0.0003814697265625W LED Flood Light	5	Each	\$0.00003814697265625	\$0.00019073486328125	Active	Room 119	2023-01-01	Installed	
20	Lighting Fixture	0.00019073486328125W LED Flood Light	5	Each	\$0.000019073486328125	\$0.000095367431640625	Active	Room 120	2023-01-01	Installed	
21	Lighting Fixture	0.000095367431640625W LED Flood Light	5	Each	\$0.0000095367431640625	\$0.0000476837158203125	Active	Room 121	2023-01-01	Installed	
22	Lighting Fixture	0.0000476837158203125W LED Flood Light	5	Each	\$0.00000476837158203125	\$0.00002384185791015625	Active	Room 122	2023-01-01	Installed	
23	Lighting Fixture	0.00002384185791015625W LED Flood Light	5	Each	\$0.000002384185791015625	\$0.000011920928955078125	Active	Room 123	2023-01-01	Installed	
24	Lighting Fixture	0.000011920928955078125W LED Flood Light	5	Each	\$0.0000011920928955078125	\$0.0000059604644775390625	Active	Room 124	2023-01-01	Installed	
25	Lighting Fixture	0.0000059604644775390625W LED Flood Light	5	Each	\$0.00000059604644775390625	\$0.00000298023223876953125	Active	Room 125	2023-01-01	Installed	
26	Lighting Fixture	0.00000298023223876953125W LED Flood Light	5	Each	\$0.000000298023223876953125	\$0.000001490116119384765625	Active	Room 126	2023-01-01	Installed	
27	Lighting Fixture	0.000001490116119384765625W LED Flood Light	5	Each	\$0.0000001490116119384765625	\$0.0000007450580596923828125	Active	Room 127	2023-01-01	Installed	
28	Lighting Fixture	0.0000007450580596923828125W LED Flood Light	5	Each	\$0.00000007450580596923828125	\$0.00000037252902984619140625	Active	Room 128	2023-01-01	Installed	
29	Lighting Fixture	0.00000037252902984619140625W LED Flood Light	5	Each	\$0.000000037252902984619140625	\$0.000000186264514923095703125	Active	Room 129	2023-01-01	Installed	
30	Lighting Fixture	0.000000186264514923095703125W LED Flood Light	5	Each	\$0.0000000186264514923095703125	\$0.0000000931322574615478515625	Active	Room 130	2023-01-01	Installed	
31	Lighting Fixture	0.0000000931322574615478515625W LED Flood Light	5	Each	\$0.00000000931322574615478515625	\$0.00000004656612873077392578125	Active	Room 131	2023-01-01	Installed	
32	Lighting Fixture	0.00000004656612873077392578125W LED Flood Light	5	Each	\$0.000000004656612873077392578125	\$0.000000023283064365386962890625	Active	Room 132	2023-01-01	Installed	
33	Lighting Fixture	0.000000023283064365386962890625W LED Flood Light	5	Each	\$0.0000000023283064365386962890625	\$0.0000000116415321826934814453125	Active	Room 133	2023-01-01	Installed	
34	Lighting Fixture	0.0000000116415321826934814453125W LED Flood Light	5	Each	\$0.00000000116415321826934814453125	\$0.00000000582076609134674072265625	Active	Room 134	2023-01-01	Installed	
35	Lighting Fixture	0.00000000582076609134674072265625W LED Flood Light	5	Each	\$0.000000000582076609134674072265625	\$0.000000002910383045673370361328125	Active	Room 135	2023-01-01	Installed	
36	Lighting Fixture	0.000000002910383045673370361328125W LED Flood Light	5	Each	\$0.0000000002910383045673370361328125	\$0.0000000014551915228366851806640625	Active	Room 136	2023-01-01	Installed	
37	Lighting Fixture	0.0000000014551915228366851806640625W LED Flood Light	5	Each	\$0.00000000014551915228366851806640625	\$0.00000000072759576141834259033203125	Active	Room 137	2023-01-01	Installed	
38	Lighting Fixture	0.00000000072759576141834259033203125W LED Flood Light	5	Each	\$0.000000000072759576141834259033203125	\$0.000000000363797880709171295166015625	Active	Room 138	2023-01-01	Installed	
39	Lighting Fixture	0.000000000363797880709171295166015625W LED Flood Light	5	Each	\$0.0000000000363797880709171295166015625	\$0.0000000001818989403545856475830078125	Active	Room 139	2023-01-01	Installed	
40	Lighting Fixture	0.0000000001818989403545856475830078125W LED Flood Light	5	Each	\$0.00000000001818989403545856475830078125	\$0.00000000009094947017729282379150390625	Active	Room 140	2023-01-01	Installed	
41	Lighting Fixture	0.00000000009094947017729282379150390625W LED Flood Light	5	Each	\$0.000000000009094947017729282379150390625	\$0.000000000045474735088646411895751953125	Active	Room 141	2023-01-01	Installed	
42	Lighting Fixture	0.000000000045474735088646411895751953125W LED Flood Light	5	Each	\$0.0000000000045474735088646411895751953125	\$0.0000000000227373675443232059478759765625	Active	Room 142	2023-01-01	Installed	
43	Lighting Fixture	0.0000000000227373675443232059478759765625W LED Flood Light	5	Each	\$0.00000000000227373675443232059478759765625	\$0.00000000001136868377216160297393798828125	Active	Room 143	2023-01-01	Installed	
44	Lighting Fixture	0.00000000001136868377216160297393798828125W LED Flood Light	5	Each	\$0.000000000001136868377216160297393798828125	\$0.000000000005684341886080801486968994140625	Active	Room 144	2023-01-01	Installed	
45	Lighting Fixture	0.000000000005684341886080801486968994140625W LED Flood Light	5	Each	\$0.0000000000005684341886080801486968994140625	\$0.0000000000028421709430404007434844970703125	Active	Room 145	2023-01-01	Installed	
46	Lighting Fixture	0.0000000000028421709430404007434844970703125W LED Flood Light	5	Each	\$0.00000000000028421709430404007434844970703125	\$0.00000000000142108547152020037174224853515625	Active	Room 146	2023-01-01	Installed	
47	Lighting Fixture	0.00000000000142108547152020037174224853515625W LED Flood Light	5	Each	\$0.000000000000142108547152020037174224853515625	\$0.000000000000710542735760100185871124267578125	Active	Room 147	2023-01-01	Installed	
48	Lighting Fixture	0.000000000000710542735760100185871124267578125W LED Flood Light	5	Each	\$0.0000000000000710542735760100185871124267578125	\$0.0000000000003552713678800500929355621337890625	Active	Room 148	2023-01-01	Installed	
49	Lighting Fixture	0.0000000000003552713678800500929355621337890625W LED Flood Light	5	Each	\$0.00000000000003552713678800500929355621337890625	\$0.00000000000017763568394002504646778106689453125	Active	Room 149	2023-01-01	Installed	
50	Lighting Fixture	0.00000000000017763568394002504646778106689453125W LED Flood Light	5	Each	\$0.000000000000017763568394002504646778106689453125	\$0.000000000000088817841970012523233890533447265625	Active	Room 150	2023-01-01	Installed	
51	Lighting Fixture	0.000000000000088817841970012523233890533447265625W LED Flood Light	5	Each	\$0.0000000000000088817841970012523233890533447265625	\$0.0000000000000444089209850062616169452667236328125	Active	Room 151	2023-01-01	Installed	
52	Lighting Fixture	0.0000000000000444089209850062616169452667236328125W LED Flood Light	5	Each	\$0.00000000000000444089209850062616169452667236328125	\$0.00000000000002220446049250313080847263336181640625	Active	Room 152	2023-01-01	Installed	
53	Lighting Fixture	0.00000000000002220446049250313080847263336181640625W LED Flood Light	5	Each	\$0.000000000000002220446049250313080847263336181640625	\$0.000000000000011102230246251565404236316680908203125	Active	Room 153	2023-01-01	Installed	
54	Lighting Fixture	0.000000000000011102230246251565404236316680908203125W LED Flood Light	5	Each	\$0.0000000000000011102230246251565404236316680908203125	\$0.0000000000000055511151231257827021181583340541015625	Active	Room 154	2023-01-01	Installed	
55	Lighting Fixture	0.0000000000000055511151231257827021181583340541015625W LED Flood Light	5	Each	\$0.00000000000000055511151231257827021181583340541015625	\$0.00000000000000277555756156289135105907916702705078125	Active	Room 155	2023-01-01	Installed	
56	Lighting Fixture	0.00000000000000277555756156289135105907916702705078125W LED Flood Light	5	Each	\$0.000000000000000277555756156289135105907916702705078125	\$0.000000000000001387778780781445675529539583513525390625	Active	Room 156	2023-01-01	Installed	
57	Lighting Fixture	0.000000000000001387778780781445675529539583513525390625W LED Flood Light	5	Each	\$0.0000000000000001387778780781445675529539583513525390625	\$0.00000000000000069388939039039					

Project Information		Funding Source		Project Description		Project Status		Project Location		Project Dates		Project Budget		Project Impact		Project Notes	
Project ID	Project Name	Funding Source	Funding Amount	Project Description	Project Status	Project Location	Project Dates	Project Budget	Project Impact	Project Notes	Project ID	Project Name	Funding Source	Funding Amount	Project Description	Project Status	
1	Project 1	Funding Source 1	1000000	Project 1 Description	Completed	Project 1 Location	Project 1 Dates	Project 1 Budget	Project 1 Impact	Project 1 Notes	2	Project 2	Funding Source 2	2000000	Project 2 Description	In Progress	
3	Project 3	Funding Source 3	3000000	Project 3 Description	Planned	Project 3 Location	Project 3 Dates	Project 3 Budget	Project 3 Impact	Project 3 Notes	4	Project 4	Funding Source 4	4000000	Project 4 Description	Completed	
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99	Project 99	Funding Source 99	99000000	Project 99 Description	Planned	Project 99 Location	Project 99 Dates	Project 99 Budget	Project 99 Impact	Project 99 Notes	100	Project 100	Funding Source 100	100000000	Project 100 Description	Completed	

Project Estimated Annual Savings Summary

Estimated Annual kWh Savings	267,721
Total Change in Connected Load	53.46

Annual Estimated Cost Savings	\$26,772.10
Annual Operating Hours	5,785

Interior Lighting Incentive @ \$0.05/kWh (excluding retrofit CFLs, sensors, or LED exit signs)	\$13,386.05
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/sensor (includes all Lighting Controls, both interior and exterior)	\$0.00

Total Calculated Incentive	\$13,386.05
----------------------------	-------------

Total Fixture Quantity excluding retrofit CFLs and LED Exit Sign	610
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)

54.18



September 12, 2011

To whom it may concern,

The E2P32ISUNVLE (TCP2P32ISUNVL) ballast will operate the following linear lamp types:

F17T8 – 17W T8

F25T8 – 25W T8

F28T8 – 28W T8

F32T8 – 32W T8

This ballast will function properly with either one or two lamps installed. The following chart contains data missing from the spec sheet.

Lamp Type	Line Volt.	Num. of Lamps	Rated Lamp Watts	Input Current (Amps)	Input Power (Watts)	MAX. THD%	Ballast Factor	MAX. Lamp Current Crest Factor	B.E.F.
F17T8	120	2	17	0.23	28	10	0.79	1.7	2.87
		1	17	0.16	18	10	0.95	1.7	5.18
	277	2	17	0.11	28	10	0.79	1.7	2.83
		1	17	0.08	19	10	0.95	1.7	5.07

Sincerely,

Cory Ockunzzi
Applications Engineer



NEW PRODUCT

November '07

SHOWCASE

MAXIMUM WATT SAVING WHERE EVERY WATT COUNTS

MaxLite's F32T8/25WS, F32T8/28WS, and MaxLite's universal anti-striation ballast



Optimize
Watt-Mining Retrofits

- Saves up to 7 Watts
- Reduces energy costs for an additional 25%
- Long life-30,000 hours*
- Use with MaxLite anti-striation universal ballast for maximum performance
- Linear lamp recycle box available

For commercial, industrial, and general lighting needs.
Can be used with Instant Start or other anti-striation ballast.



MaxLite Linear Recycle
Box Available.
www.MaxLite.com

F32T8/25WS, F32T8/28WS, and ANTI-STRIATION Ballast SPECIFICATIONS

Watts	Order Code	Description	Lumens	Lamp Life	Case Pack	Dimensions	K
28	11209	F32T8/28WS/835	2725	30,000	25	4'	3500
28	11208	F32T8/28WS/841	2725	30,000	25	4'	4100
28	11210	F32T8/28WS/850	2725	30,000	25	4'	5000
28	70181	F32T8/28WS/830	2725	30,000	25	4'	3000
** 25	51031	F32T8/25WS/835	2400	30,000	25	4'	3500
** 25	51032	F32T8/25WS/841	2400	30,000	25	4'	4100
** 25	51033	F32T8/25WS/850	2400	30,000	25	4'	5000
** 25	70184	F32T8/25WS/830	2400	30,000	25	4'	3000

Number Of Lamps	Order Code	Description	THD	Ballast Factor	Starting Temp F	Case Pack
2	70084	SKEU322AS Universal Voltage Ballast	<10 %	0.88	0° F	20
4	70085	SKEU324AS Universal Voltage Ballast	<10 %	0.88	0° F	15

* Based on hours of operation.
** Can only be used with an Anti-Striation Ballast.

MaxLite: 1-800-555-5629 | Fax: 973-244-7333 | Web: www.maxlite.com | Email: info@maxlite.com

MAX9423-509



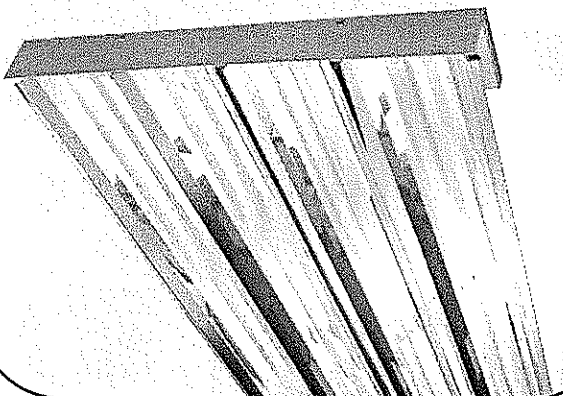
EcoVATIONS

Green Hi-Bay T8/T5 Quick Ship

Catalog Number

Notes

Type



Green Hi-Bay T5 and T8 Series

Maintenance

No tools required for lamp and ballast access.

Installation

Suspension by chain, cable, hook or monopoint with appropriate accessories.

Warranty

One year warranty against defect in manufacturing.

Listing

UL/CUL Listed - Suitable for damp locations.

Application

The Green Hi-Bay's superior lumen package is ideal for replacing traditional metal halide high bay systems. Benefits include high efficiency, 95% lumen maintenance, improved color rendering, extended lamp life, instant on, and improved uniformity. Suggested mounting heights from 15' - 30' with primary applications including warehousing, commercial facilities, manufacturing facilities, open and stack aisle applications.

Description

The fixture was designed for optimum performance utilizing either T5 or T8 lamps. A more efficient alternative to 400 watt metal halide lamps. The Green Hi-Bay's heavy duty frame is composed of an aluminum back bone and end caps that are post painted with a glossy, high reflectance white paint. Sockets include secure positioning rotating collars.

Reflector Optics

The superior beam spread optic covers from narrow aisle lighting to open area general lighting. The Green Hi-Bay is available using a 92% reflective aluminum (RA).

Electrical

All ballasts are class P rated, UL/CUL listed, and CEE approved. Our ballasts are also thermally protected, sound rated and tightly secured by mounting bolts.

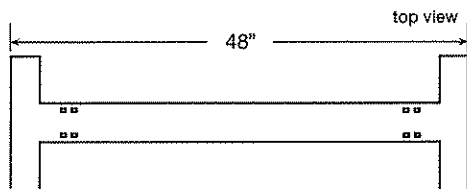
Finish

The baked white enamel finish is electrostatically applied and post-painted with a glossy, highly reflective and durable paint.

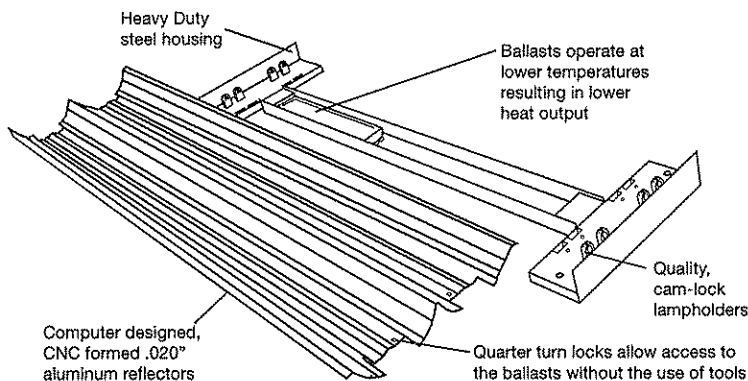
SKU's Available

PART #	DESCRIPTION
GH4RA432UNIH10CSPF	Green Hi Bay 4' 32w T8 4-Lamp HBF with 10' cord only and single packed
GH4RA454UNIV10CSPF	Green Hi Bay 4' 54w T5HO 4-Lamp with 10' cord only and single packed
GH4RA632UNIH10CSPF	Green Hi Bay 4' 32w T8 6-Lamp HBF with 10' cord only and single packed
GH4RA654UNIV10CSPF	Green Hi Bay 4' 54w T5HO 6-Lamp with 10' cord only and single packed

Dimensions & Construction



See back for side views and dimensions.



EcoVations™

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EcoVATIONS

Green Hi-Bay T8/T5 Quick Ship

Photometric Report

GH4RA432UNIH10CSPF | Green Hi Bay 4' 32w T8 4-Lamp HBF with 10' cord only and single packed

Zonal Lumen Summary

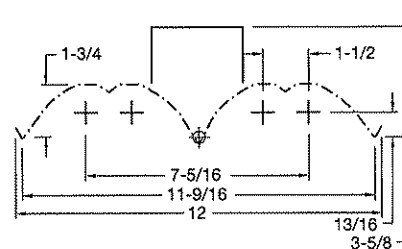
Zone	Lumens	% Lamp	% Fixt.
0-30	3566	25.6	32.3
0-40	5619	40.4	51.0
0-60	9232	66.3	83.7
0-90	11025	79.2	100.0
90-180	0	0.0	0.0
0-180	11025	79.2	100.0

Total Luminaire Efficiency = 79.2%

Photometric Report

Plane	0-Deg	90-Deg
Spacing Criterion	1.2	1.0
Shielding Angles	1	6
Luminous Length	48.125	11.563

Side View Dimensions



GH4RA454UNIV10CSPF | Green Hi Bay 4' 54w T5HO 4-Lamp with 10' cord only and single packed

Zonal Lumen Summary

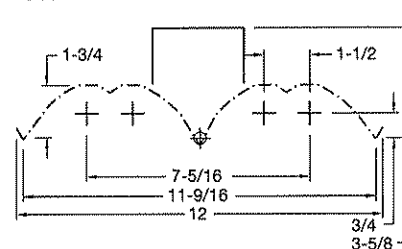
Zone	Lumens	% Lamp	% Fixt.
0-30	5820	32.7	35.3
0-40	8775	49.3	53.3
0-60	13694	76.9	83.1
0-90	16473	92.5	100.0
90-180	0	0.0	0.0
0-180	16473	92.5	100.0

Total Luminaire Efficiency = 92.5%

Photometric Report

Plane	0-Deg	90-Deg
Spacing Criterion	1.2	.9
Shielding Angles	1	9
Luminous Length	48.125	11.563

Side View Dimensions



GH4RA632UNIH10CSPF | Green Hi Bay 4' 32w T8 6-Lamp HBF with 10' cord only and single packed

Zonal Lumen Summary

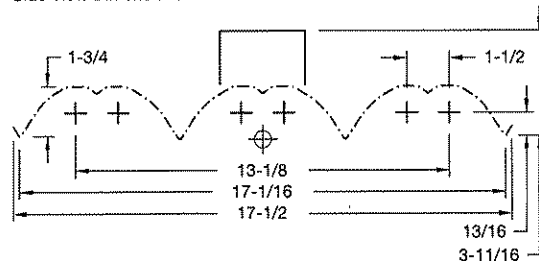
Zone	Lumens	% Lamp	% Fixt.
0-30	5415	25.9	32.3
0-40	8552	40.9	51.0
0-60	14012	67.1	84.3
0-90	16619	79.6	100.0
90-180	0	0.0	0.0
0-180	16619	79.6	100.0

Total Luminaire Efficiency = 79.2%

Photometric Report

Plane	0-Deg	90-Deg
Spacing Criterion	1.2	1.0
Shielding Angles	1	8
Luminous Length	48.125	17.063

Side View Dimensions



GH4RA654UNIV10CSPF | Green Hi Bay 4' 54w T5HO 6-Lamp with 10' cord only and single packed

Zonal Lumen Summary

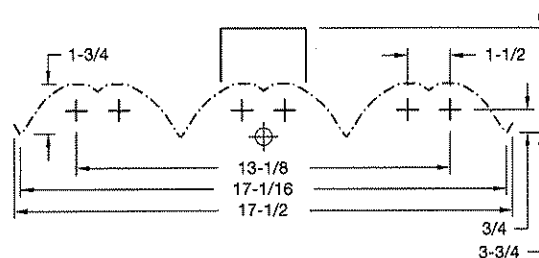
Zone	Lumens	% Lamp	% Fixt.
0-30	8429	31.6	35.5
0-40	12730	47.7	53.7
0-60	19853	74.4	83.7
0-90	23727	88.9	100.0
90-180	0	0.0	0.0
0-180	23727	88.9	100.0

Total Luminaire Efficiency = 88.9%

Photometric Report

Plane	0-Deg	90-Deg
Spacing Criterion	1.3	0.9
Shielding Angles	1	9
Luminous Length	48.125	17.063

Side View Dimensions



Photometric Data by Independent Testing Lab, ITL Boulder.

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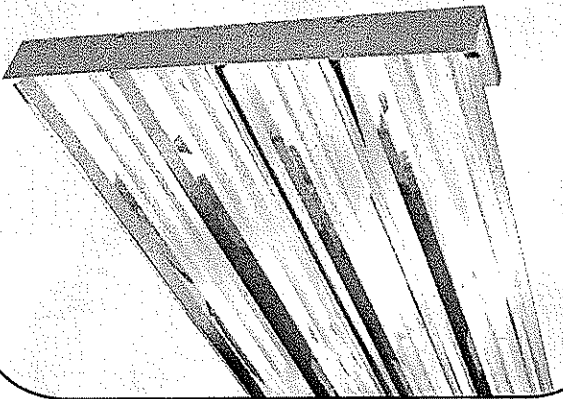
EcoVATIONS

Green Hi-Bay T8/T5 Quick Ship

Catalog Number

Notes

Type



Green Hi-Bay T5 and T8 Series

Maintenance

No tools required for lamp and ballast access.

Installation

Suspension by chain, cable, hook or monopoint with appropriate accessories.

Warranty

One year warranty against defect in manufacturing.

Listing

UL/CUL Listed - Suitable for damp locations.

Application

The Green Hi-Bay's superior lumen package is ideal for replacing traditional metal halide high bay systems. Benefits include high efficiency, 95% lumen maintenance, improved color rendering, extended lamp life, instant on, and improved uniformity. Suggested mounting heights from 15' - 30' with primary applications including warehousing, commercial facilities, manufacturing facilities, open and stack aisle applications.

Description

The fixture was designed for optimum performance utilizing either T5 or T8 lamps. A more efficient alternative to 400 watt metal halide lamps. The Green Hi-Bay's heavy duty frame is composed of an aluminum back bone and end caps that are post painted with a glossy, high reflectance white paint. Sockets include secure positioning rotating collars.

Reflector Optics

The superior beam spread optic covers from narrow aisle lighting to open area general lighting. The Green Hi-Bay is available using a 92% reflective aluminum (RA).

Electrical

All ballasts are class P rated, UL/CUL listed, and CEE approved. Our ballasts are also thermally protected, sound rated and tightly secured by mounting bolts.

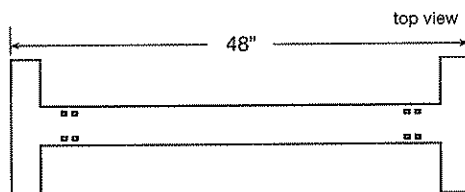
Finish

The baked white enamel finish is electrostatically applied and post-painted with a glossy, highly reflective and durable paint.

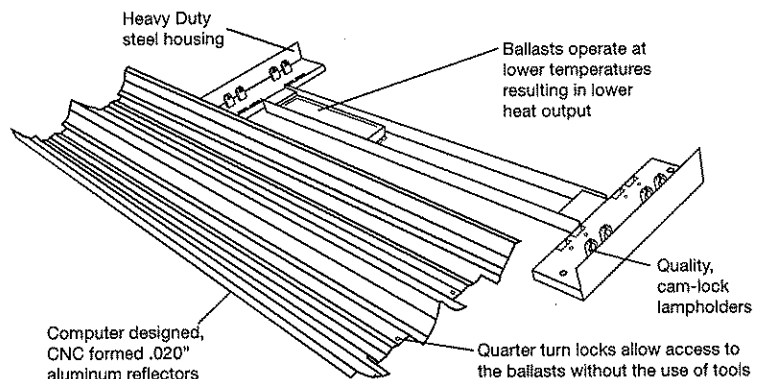
SKU's Available

PART #	DESCRIPTION
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GH4RA654UNIV10CSPF	Green Hi Bay 4' 54w T5HO 6-Lamp with 10' cord only and single packed

Dimensions & Construction



See back for side views and dimensions.



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Green Hi-Bay T8/T5 Quick Ship

Photometric Report

GH4RA432UNIH10CSPF | Green Hi Bay 4' 32w T8 4-Lamp HBF with 10' cord only and single packed

Zonal Lumen Summary

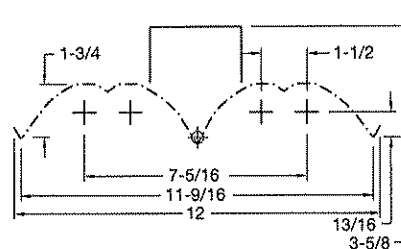
Zone	Lumens	% Lamp	% Fixt.
0-30	3566	25.6	32.3
0-40	5619	40.4	51.0
0-60	9232	66.3	83.7
0-90	11025	79.2	100.0
90-180	0	0.0	0.0
0-180	11025	79.2	100.0

Total Luminaire Efficiency = 79.2%

Photometric Report

Plane	0-Deg	90-Deg
Spacing Criterion	1.2	1.0
Shielding Angles	1	6
Luminous Length	48.125	11.563

Side View Dimensions



GH4RA454UNIV10CSPF | Green Hi Bay 4' 54w T5HO 4-Lamp with 10' cord only and single packed

Zonal Lumen Summary

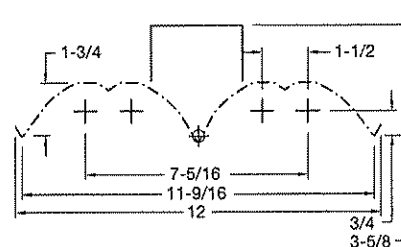
Zone	Lumens	% Lamp	% Fixt.
0-30	5820	32.7	35.3
0-40	8775	49.3	53.3
0-60	13694	76.9	83.1
0-90	16473	92.5	100.0
90-180	0	0.0	0.0
0-180	16473	92.5	100.0

Total Luminaire Efficiency = 92.5%

Photometric Report

Plane	0-Deg	90-Deg
Spacing Criterion	1.2	.9
Shielding Angles	1	9
Luminous Length	48.125	11.563

Side View Dimensions



GH4RA632UNIH10CSPF | Green Hi Bay 4' 32w T8 6-Lamp HBF with 10' cord only and single packed

Zonal Lumen Summary

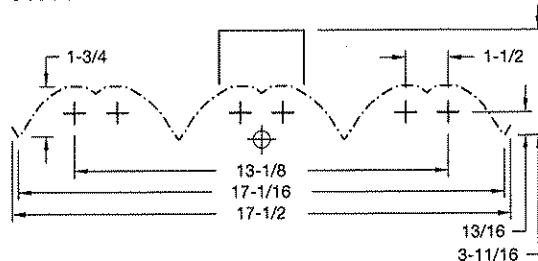
Zone	Lumens	% Lamp	% Fixt.
0-30	5415	25.9	32.3
0-40	8552	40.9	51.0
0-60	14012	67.1	84.3
0-90	16619	79.6	100.0
90-180	0	0.0	0.0
0-180	16619	79.6	100.0

Total Luminaire Efficiency = 79.2%

Photometric Report

Plane	0-Deg	90-Deg
Spacing Criterion	1.2	1.0
Shielding Angles	1	8
Luminous Length	48.125	17.063

Side View Dimensions



GH4RA654UNIV10CSPF | Green Hi Bay 4' 54w T5HO 6-Lamp with 10' cord only and single packed

Zonal Lumen Summary

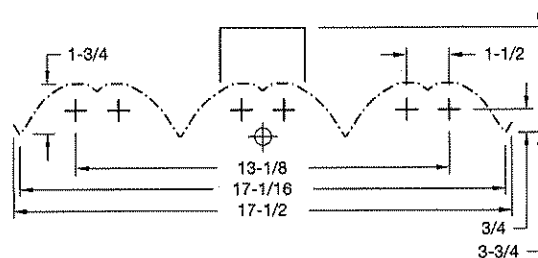
Zone	Lumens	% Lamp	% Fixt.
0-30	8429	31.6	35.5
0-40	12730	47.7	53.7
0-60	19853	74.4	83.7
0-90	23727	88.9	100.0
90-180	0	0.0	0.0
0-180	23727	88.9	100.0

Total Luminaire Efficiency = 88.9%

Photometric Report

Plane	0-Deg	90-Deg
Spacing Criterion	1.3	0.9
Shielding Angles	1	9
Luminous Length	48.125	17.063

Side View Dimensions



Photometric Data by Independent Testing Lab. ITL Boulder.

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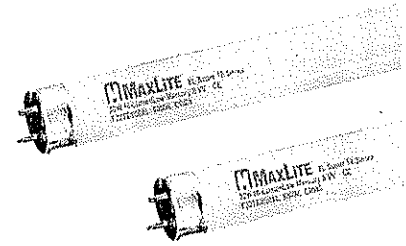
PRODUCT FOCUS **XL SUPER T8 SERIES, PREMIUM T8 & Watt Saver**

Linear Fluorescent Lamp

F17T8/735 24,000 Hour (7) 6762751004 (5)*	F17T8/741 24,000 Hour (7) 6762751001 (4)*	F17T8/750 24,000 Hour (7) 6762751005 (2)*		
F17T8/835 24,000 Hour (7) 6762751006 (9)*	F17T8/841 24,000 Hour (7) 6762751002 (1)*	F17T8/850 24,000 Hour (7) 6762751007 (6)*		
F32T8/730 24,000 Hour (7) 6762751041 (0)*	F32T8/735 24,000 Hour (7) 6762751042 (7)*	F32T8/741 24,000 Hour (7) 6762751043 (4)*	F32T8/750 24,000 Hour (7) 6762751044 (1)*	
F32T8/830 24,000 Hour (7) 6762751048 (9)*	F32T8/835 24,000 Hour (7) 6762751045 (8)*	F32T8/841 24,000 Hour (7) 6762751046 (5)*	F32T8/850 24,000 Hour (7) 6762751047 (2)*	F32T8/865 24,000 Hour (7) 6762751053 (3)*
F25T8/735 24,000 Hour (7) 6762751024 (3)*	F25T8/741 24,000 Hour (7) 6762751021 (2)*	F25T8/835 24,000 Hour (7) 6762751026 (7)*	F25T8/841 24,000 Hour (7) 6762751022 (9)*	F25T8/850 24,000 Hour (7) 6762751027 (4)*



MAXLITE MAXLITE 1500
24,000 HOUR
3200K/5000K/6000K



PREMIUM T8 SPECIFICATIONS

Watts	Order Code	Description	Initial Lumens	Mean Lumens	Lamp Life (Hrs)	CRI	Case Pack	Cathode Guard	K
17	51004	F17T8/735 T8 2'	1325	1260	24,000▲	75	25	Y	3500
17	51001	F17T8/741 T8 2'	1325	1260	24,000▲	75	25	Y	4100
17	51005	F17T8/750 T8 2'	1325	1260	24,000▲	75	25	Y	5000
17	51006	F17T8/835 T8 2'	1400	1330	24,000▲	85	25	Y	3500
17	51002	F17T8/841 T8 2'	1400	1330	24,000▲	85	25	Y	4100
17	51007	F17T8/850 T8 2'	1400	1330	24,000▲	85	25	Y	5000
25	51024	F25T8/735 T8 3'	2125	2020	24,000▲	75	25	Y	3500
25	51021	F25T8/741 T8 3'	2125	2020	24,000▲	75	25	Y	4100
25	51026	F25T8/835 T8 3'	2250	2110	24,000▲	85	25	Y	3500
25	51022	F25T8/841 T8 3'	2250	2110	24,000▲	85	25	Y	4100
25	51027	F25T8/850 T8 3'	2250	2110	24,000▲	85	25	Y	5000
32	51041	F32T8/730 T8 4'	2850	2720	24,000▲	75	25	Y	3000
32	51042	F32T8/735 T8 4'	2850	2720	24,000▲	75	25	Y	3500
32	51043	F32T8/741 T8 4'	2850	2720	24,000▲	75	25	Y	4100
32	51044	F32T8/750 T8 4'	2850	2720	24,000▲	75	25	Y	5000
32	51048	F32T8/830 T8 4'	3100	2900	24,000▲	85	25	Y	3000
32	51045	F32T8/835 T8 4'	3100	2900	24,000▲	85	25	Y	3500
32	51046	F32T8/841 T8 4'	3100	2900	24,000▲	85	25	Y	4100
32	51047	F32T8/850 T8 4'	3100	2900	24,000▲	85	25	Y	5000
32	51053	F32T8/865 T8 4'	3100	2900	24,000▲	85	25	Y	6500

All specifications are subject to change without notice



FCC Certified
ISO 9002 Certified
* UPC Codes

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Mercantile Customer Project Commitment Agreement
Exemption 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 The Garland Company, 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 annual 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 and consistent with the Statute, desires to pursue exemption from paying charges included in the Company's then current cost recovery mechanism (hereinafter, "Rider DSE") as approved by the Public Utilities Commission of Ohio ("Commission") for recovery of the DSE2 costs associated with the Company Plan; and is committing the Customer Energy Project(s) as a result of such exemption.

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 an exemption; and

WHEREAS, in consideration of, and upon receipt of, said exemption, Customer has consented to committing the Customer Energy Project(s) to the Company and complying with all other terms and conditions set forth herein, including without limitation, the submission of an annual report on the energy savings and/or peak-demand reductions achieved by the Customer Energy Project(s).

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 applicable, "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 exemption benefits discussed in Article 3 below; and (ii) will not affect any of Customer's other requirements or obligations, including without limitation any reporting requirements, as set forth herein.
 - 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 a 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" 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 exemption from paying the DSE2 charge of the Company's Rider DSE.

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 Exemption and Annual Report. Upon Commission approval of the request for exemption, the Company will exempt Customer from paying any Rider DSE charges consistent with any Commission directives as set forth in the Commission's Finding and Order approving the Joint Application. Such exempt status shall apply to those accounts identified by Customer that pertain to those Customer sites with one or more Customer Energy Project(s) approved for integration into the Company Plan by the Commission in the Joint Application.

- a. For purposes of this Agreement, a "site" shall be a single location with one or more facilities. As examples only, a site includes an industrial plant, a hospital complex or a university located on one or more parcels of land, provided that said parcels are contiguous.
- b. For purposes of this Agreement, an "account" shall be as defined by the Company through its normal business practices. Any account identified by Customer shall be eligible for exemption, provided that said account pertains to a specific site with at least one Customer Energy Project that qualifies Customer for exemption from paying Rider DSE charges.
- c. Any new accounts created at a site on which there is already an approved Customer Energy Project shall, at the option of the Customer, be included within the exemption granted under said project, and shall be included for purposes of calculating future eligibility for exemption under the project. Any such election shall become effective in the first billing cycle after March 15th following identification of said account in the annual report required under Section 3(d)(iii) below.
- d. Customer acknowledges and agrees that if it desires to pursue such exempt status, as evidenced in the Joint Application, Customer is obligated to provide to the Company an annual report on the energy savings and peak-demand reductions achieved by the Customer Energy Project(s) on a calendar year basis. Company shall provide Customer with such information as it may require, that is in Company's possession, for the purposes of preparing such report. Company shall provide a template for Customer to use in preparing the annual report and shall make available a designated Company representative to answer questions.
 - i. Said report shall be submitted annually on or before January 31 of each year after Commission approval of the Joint Application.
 - ii. Said report shall provide all information required under the Rules, and where the requirements of the Rules conflict with a requirement under this Agreement or the Joint Application, the requirements of the Rules shall control.
 - iii. Said report shall, at a minimum, include the following information for each Customer Energy Project that has been approved by the Commission:
 1. A demonstration that the energy savings and peak-demand reductions associated with the Customer Energy Project(s) meet the total resource cost test or that the Company's avoided cost exceeds the cost to the Company for the Customer's program;
 2. A statement distinguishing programs implemented before and after January 1 of the current year;

3. A quantification of the energy savings or peak-demand reductions for programs initiated prior to 2009 in the baseline period;
4. A recognition that the Company's baselines have been increased by the amount of mercantile customer energy savings and demand reductions;
5. A listing and description of the Customer Energy Projects that have been implemented, which provides the detail required by the Rules;
6. An accounting of expenditures made by the mercantile customer for each program and its component energy savings and peak-demand reduction attributes; and
7. A timeline showing when each Customer Energy Project went into effect and when the energy savings and peak-demand reductions occurred.
8. Any other information reasonably necessary for the Company to (i) verify Customer's continued eligibility for exemption from paying Rider charges; and (ii) report in the Company's annual status report to the Commission the EE&PDR results related to each Customer Energy Project.

e. Customer's exemption shall automatically terminate:

- i. At the end of the exemption period as determined by the Commission
 - ii. Upon order of the Commission or pursuant to any Commission rule;
 - iii. If Customer fails to comply with the terms and conditions set forth in the Company's then current Rider DSE, or its equivalent, as amended from time to time by the Commission, within a reasonable period of time after receipt of written notice of such non-compliance;
 - iv. If it is discovered that Customer knowingly falsified any documents provided to the Company or the Commission in connection with this Agreement or the Joint Application. In such an instance, Company reserves the right to recover any exempted rider charges from the date of approval of the Joint Application through the date said exemption is terminated; or
 - v. If Customer fails to submit the annual report required in (d) above. In such an instance, Company reserves the right to recover any exempted rider charges from the date of approval of the Joint Application through the date said exemption is terminated. It is expressly agreed that this provision shall not apply should said report contain errors, provided that the submission of said report is made in good faith. It is further agreed that the Company will provide written notice of the date on which said report is due at least thirty (30) days prior thereto.
- f. Company reserves the right to recover from Customer any Rider DSE charges incurred by Customer after the date Customer's exemption terminates.

3. Termination of Agreement. This Agreement shall automatically terminate:

- a. If the Commission fails to approve this Agreement through the Joint Application;

- 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 exemption, 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.

Customer acknowledges that if a Customer Project is withdrawn pursuant to Paragraph 1(b) of this Agreement, the exemption or a portion of such exemption may be affected. Should Customer elect to withdraw a project pursuant to Paragraph 1(b), Customer shall provide Company with reasonable assistance in preparing any documentation that may be required by the Commission and, upon reasonable request, shall provide documentation supporting the necessity to withdraw such project.

4. **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.
5. **Taxes.** Customer shall be responsible for all tax consequences (if any) arising from the application of the exemption.
6. **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:

The Garland Company
3800 East 91st Street
Cleveland, Ohio 44105
Attn: Chuck Ripepi
Telephone: (216) 641-7500
Fax:
Email: Cripepi@garlandind.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.

7. **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.
8. **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.
9. **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.
10. **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.
11. **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.

12. 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.

13. 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: John C. Carpi

Title: VP of Energy Efficiency

Date: 11-19-12

The Garland Company
(Customer)

By: Chas. Bings

Title: CFO

Date: 11-6-2012

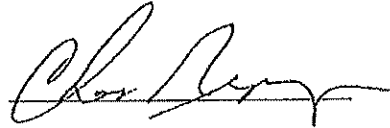
Affidavit of The Garland Company – Exhibit A

STATE OF OHIO)
) SS:
COUNTY OF Cuyahoga)

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

1. I am the Title *CFO* of The Garland Company ("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 a Rider Exemption ("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 *16th* day of *Nov*, 201*2*


Notary

MICHELLE VARSA
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 2/6/16

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/28/2013 5:10:34 PM

in

Case No(s). 13-0731-EL-EEC

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