



Public Utilities Commission

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

Case No.: 14-1822-EL-EEC

Mercantile Customer: Orlando Baking 

Electric Utility: The Cleveland Electric Illuminating Company

**Program Title or
Description:** Energy Efficient Plant 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 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 for a period of up to 12 months will also qualify for the 60-day automatic approval. However, all applications requesting an exemption from the EEDR rider for longer than 12 months must provide additional information, as described within the Historical Mercantile Annual Report Template, that demonstrates additional energy savings and the continuance of the Customer's energy efficiency program. This information must be provided to the Commission at least 61 days prior to the termination of the initial 12 month exemption period to prevent interruptions in the exemption period.

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 altered or 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: Orlando Baking Company

Principal address: 7777 Grande Ave. Cleveland, OH 44104

Address of facility for which this energy efficiency program applies: 7777 Grande Ave., Cleveland, OH 44104

Name and telephone number for responses to questions: John A. Orlando; 216-361-1872

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 failed equipment which has no useful life remaining. 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):

10/22/11 & 7/8/12.

☐ 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: 350,750 kWh

- 2) If you checked the box indicating that the customer installed new equipment to replace failed equipment which had no useful life remaining, then calculate the annual savings [(kWh used by new standard equipment) - (kWh used by the optional 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 standard new equipment) - (kWh used by optional higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: 490,122 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.

Annual savings: _____ kWh

Section 4: Demand Reduction/Demand Response Programs

A) The customer's program involves (check the one that applies):

- ☐ This project does not include peak demand reduction savings.
- ☒ 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?

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

42 kW

Section 5: Request for Cash Rebate Reasonable Arrangement, Exemption from Rider, or Commitment Payment

Under this section, check all boxes that apply and fill in all corresponding blanks.

A) The customer is applying for:

- ☒ A cash rebate reasonable arrangement.
- ☐ An exemption from the energy efficiency cost recovery mechanism implemented by the electric utility.
- ☐ Commitment payment

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

A cash rebate reasonable arrangement.

- ☒ A cash rebate of \$50,453. (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.)

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.)
- ☐ 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 12 month period, the customer will need to complete, and file within this application, the Historical Mercantile Annual Report

Template to verify the projects energy savings are persistent.

- ☐ A commitment payment valued at no more than \$____. (Attach documentation and calculations showing how this payment amount was determined.)

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.: 14-1822-EL-EEC

State of Ohio :

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

1. I am the duly authorized representative of:

Orlando Baking 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 16th day of October, 2014 Month/Year

Signature of official administering oath

Print Name and Title

My commission expires on _____



JOHN C. ORLANDO JR.
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

Customer Legal Entity Name: Orlando Baking Company

Site Address: Orlando Baking Company

Principal Address: 7777 Grande Ave

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	Refrigeration System Upgrade Evaporative Condenser	A second evaporative condenser was installed, increasing condensing capacity while lowering required compressor power.	Please see attached Ohio Development Services Agency report for project savings.	N/A	Not installing a second condensor unit.
2	Blast freezer auto pressurization system	Installed a positive pressure system on the blast freezer to maintain temperature and humidity.	Please see attached Ohio Development Services Agency report for project savings.	N/A	Not installing auto pressurization system
3	Compressed air system improvements	Replaced (2) 100 HP air compressors with (1) 200 HP VSD compressor	Please see attached Ohio Development Services Agency report for project savings.	Old compressors would've lasted 10 more years.	N/A

Exhibit 2

Customer Legal Entity Name: Orlando Baking Company
 Site Address: Orlando Baking Company
 Principal Address: 7777 Grande Ave

Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (c) <i>Note 1</i>
		559,595 70,768
Average	0	0
		315,182

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	Refrigeration System Upgrade Evaporative Condenser	10/22/2011	\$46,521	\$23,261	363,807	363,807	42	\$29,105.00	\$21,828.75
2	Blast freezer auto pressurization system	07/08/2012	\$54,691	\$27,346	126,315	126,315	-	\$10,105.00	\$7,578.75
3	Compressed air system improvements	08/14/2012	\$87,268	\$43,634	350,750	350,750	-	\$28,060.00	\$21,045.00
					-	-	-		
					-	-	-		
					-	-	-		
					-	-	-		
Total			\$188,480		840,872	840,872	42	\$67,270.00	\$50,452.50

Docket No. 14-1822
 Site: 7777 Grande Ave

Notes

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

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

Exhibit 3 Utility Cost Test

UCT = Utility Avoided Costs / Utility Costs

Project	Total Annual Savings, MWh (A)	Utility Avoided Cost \$/MWh (B)	Utility Avoided Cost \$ (C)	Utility Cost \$ (D)	Cash Rebate \$ (E)	Administrator Variable Fee \$ (F)	Total Utility Cost \$ (G)	UCT (H)
1	364	\$ 308	\$ 112,154	\$ 1,350	\$21,829	\$0	\$ 23,179	4.8
2	126	\$ 308	\$ 38,940	\$ 1,350	\$7,579	\$0	\$ 8,929	4.36
3	351	\$ 308	\$ 108,129	\$ 1,350	\$21,045	\$0	\$ 22,395	4.83
Total	841	\$ 308	259,224	4,050	\$50,453	\$0	54,503	4.8

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)

Orlando Baking Company ~ Orlando Baking Company
Docket No. 14-1822

Site: 7777 Grande Ave



Ohio Edison • The Illuminating Company • Toledo Edison

Mercantile Customer Program - Custom Project Rebate Calculator

Project Name and Number:	Orlando Baking Company projects
Site Name:	Orlando Baking Company
Completed by (Name):	AI Urbancic
Date completed:	10/9/2014

Energy Conservation Measure	Annual Energy Savings kWh	Eligible Prescriptive Rebate Amount kWh * \$0.08
Refrigeration System upgrade	363,807	29104.56
Blast Freezer Pressurization system	126,315	10105.20
Compressed air system improvements	350,750	28060.00
Total Project Energy Savings kWh	840,872	
Total Custom Prescriptive Rebate Amount \$		\$ 67,269.76

Notes about this rebate calculation:

Please see the attached Ohio Development Services Agency report for project savings.

1.0- SECTION 3: PROJECT DATA

1.1- (A) Project Address

Orlando Baking Co.

7777 Grand Ave

Cleveland, OH 44104-3061

1.2- (B) Variances to approved scope of work

Table 1-1: Customer Project Overview and Project Variance Description

Planned Projects	Implementation	Variances
Indoor& Outdoor Lighting Replacement	yes	none
Air Compressor Replacement	yes	none
VFD Installation on Major Equipment	no	operating periods and operations did not support use of VFD
Heat Recovery System	no	high Implementation Cost, High Pay Back
Steam Boiler Replacement	partial	1 boiler was replaced

Added Projects	Implementation	Variances
Evap Condenser Addition	yes	added to improve efficiency of ammonia refrigeration system
Blast Freezer Pressurization System	yes	added to reduce cold losses in freezer thereby reducing refrigeration usage

1.3- (C) Project Issues, Variances and Resolutions

Of the originally proposed 5 projects as listed in Table 1-1, two were not pursued and two other projects were added. The two added projects included installation of an additional ammonia evaporative condenser and a spiral blast freezer pressurization system to control infiltration or warm moist air.

The first project entails the installation of an additional evaporative condenser with estimated energy reduction of approximately 42 kW or 367,920 kWh/year (\$30,924/year). The second project focused on reduction of warm, moist air infiltration into the production spiral freezers thereby reducing energy consumption of the refrigeration system. Estimated energy savings were calculated to 17 kW or 150,606 kWh (\$12,801).

The two projects that were removed from the implementation list were VFD installation primarily for the large mixers and the oven and boiler heat recovery system. VFD installation would have impacted the mixing process while the estimated savings were likely to be lower than 19% as estimated. The mixer power draw is higher variable due to dough load and dough density. The mixers can be controlled to maintain a more constant load, but that would induce process changes that warrant testing and qualification, an effort with cost that would exceed annual estimated energy savings of 41,869 kWh or \$3,768. The proposed project cost was \$179,291 which would have resulted in a payback of 47.6 years. After grant application of 50% cost share, the payback period would have been 23.8 years. Similarly, the heat recovery project lost promise upon additional analysis by the equipment vendor. The indicated project payback was greater than 10 years. The project was removed from consideration.

Confidential



1.4- (D) Equipment

The following equipment was installed at the Orlando Baking plant:

Equipment	Specification	Item, Desc	Qty
Lighting	ELB-LC-200W	Everlast Aluminium 200w Low Bay	61
Lighting	EOF-ED-100W-BL	Everlast 100w Bi Level Wall Pack	27
Lighting	ESB-EC-250W	Everlast Aluminium 250 w Shoe Box Parking Light	17
Lighting	ECH-ED-200W	Everlast Aluminium 200w Rectangular Cobra Street Fixture	6
Lighting	EFL-ED-150W	Everlast Aluminium 150w Flood Light Fixture	4
Lighting	EMH-KSF-200/250	Hardware Knuckle Split Fitter	17
Lighting	EFL-ED-100W	Everlast 100w Flood Light Fixture	2
Lighting	EHB-AC-150W	Everlast Aluminium 150w High Bay	10
Lighting	EHB-AC-200W	Everlast Aluminium 200w High Bay	156
Steam Generator	SFG125M-L	Clayton Steam Generator and Accessories	1
Air Compressor	V200S-200H/4AOD	Sullair Aircooled VSP Rotary 200HP Sr# 201110310072	1
Air Compressor	V200 Series	High Static Fan	1
Evap Condenser	#ECP4104T, 286T Frame	Baldor 30HP 1770 RPM replacement motor	1
Evap Condenser	VGC-220	Evaporative Condenser Model & Parts	1
Freezer Auto Pressurization System	IJ White APS	Freezer Pressurization System	2

Equipment was installed to upgrade and improve energy performance of for specific systems.

1. Lighting (replaced Metal Halide Lighting with Induction Lighting)
2. Compressed Air (Replaced two outdated compressors with one BFD compressor)
3. Refrigeration System (upgraded condensing capacity and reduced air infiltration into production blast freezer)
4. Steam System (replaced one outdated steam boiler with modern steam generator)

2.0- SECTION 4: TOTAL ENERGY DATA

The electric energy data was reported monthly by tracking billed kWh, generation and transportation cost.

During the baseline period, August 2008 – July 2009, electrical energy consumption amounted to 9,556,706 GWh (\$800,208) as shown in Table 2-1. This data was submitted as part of the grant application to document the baseline.

December 2012 through November 2013 was used to verify energy savings. The data and additional electric verification data since August 2011 are listed in Table 2-2 below. A detailed discussion on data usage is provided in Section 2.1.4-Electric Energy Performance and Savings Confirmation.

Table 2-1: OBC Electric Energy Summary Table (12 month baseline versus 12 month post install verification period)

Building Name	Facility Size (S.F.)	Annual Electric					
		Baseline		Proposed		Actual	
		kWh	Cost	kWh	Cost	kWh	Cost
Orlando Baking Plant	180,000.00	9,556,706	\$800,208.43	8,719,437	\$730,101.67	9,252,530	\$602,799.15



Table 2-2: OBC Post Project Electric Billing Data (August 2011 – November 2013)

Statement Date	days	kWh	Dist Cost	Consumption Cost	Total Cost	kWh/day	kW	\$/kWh
18-Nov-13	32	801117	\$11,437	\$40,056	\$51,493	25,035	1,043	\$0.06
17-Oct-13	29	910941	\$11,406	\$39,142	\$50,547	31,412	1,309	\$0.06
17-Sep-13	30	837688	\$12,071	\$40,628	\$52,698	27,923	1,163	\$0.06
19-Aug-13	29	822112	\$12,024	\$39,872	\$51,897	28,349	1,181	\$0.06
18-Jul-13	32	682777	\$12,344	\$42,815	\$55,159	21,337	889	\$0.08
13-Jun-13	30	793086	\$11,117	\$38,465	\$49,582	26,436	1,102	\$0.06
14-May-13	28	724542	10,087.15	\$35,140	\$35,140	25,877	1,078	\$0.05
16-Apr-13	29	800,357	\$10,387	\$38,817	\$49,204	27,599	1,150	\$0.06
18-Mar-13	29	742,639	\$9,948	\$36,018	\$45,966	25,608	1,067	\$0.06
18-Feb-13	29	724,804	\$9,826	\$35,153	\$44,979	24,993	1,041	\$0.06
18-Jan-13	34	823,539	\$13,084	\$40,740	\$53,825	24,222	1,009	\$0.07
17-Dec-12	30	705,597	\$17,397	\$34,955	\$52,853	23,553	981	\$0.07
15-Nov-12	31	807,237	\$16,471	\$39,934	\$56,405	26,040	1,085	\$0.07
17-Oct-12	30	787,152	\$16,150	\$38,940	\$55,091	26,238	1,093	\$0.07
17-Sep-12	30	813,247	\$16,513	\$40,231	\$56,744	27,108	1,130	\$0.07
14-Aug-12	32	891,415	\$17,508	\$44,098	\$61,606	27,857	1,161	\$0.07
13-Jul-12	30	788,774	\$14,440	\$39,021	\$53,460	26,292	1,096	\$0.07
13-Jun-12	33	817,351	\$13,282	\$46,437	\$59,719	24,768	1,032	\$0.07
11-May-12	29	690,811	\$11,598	\$39,248	\$50,846	23,821	993	\$0.07
16-Apr-12	33	805,676	\$12,892	\$45,831	\$58,723	24,445	1,019	\$0.07
12-Mar-12	30	707,292	\$11,519	\$40,184	\$51,703	23,576	982	\$0.07
9-Feb-12	32	699,090	\$11,474	\$39,718	\$51,192	21,847	910	\$0.07
12-Jan-12	31	640,553	\$10,818	\$36,392	\$47,211	20,663	861	\$0.07
9-Dec-11	30	658,238	\$10,024	\$37,397	\$47,421	21,941	914	\$0.07
9-Nov-11	31	694,664	\$10,495	\$39,467	\$49,962	22,409	934	\$0.07
11-Oct-11	29	730,627	\$11,094	\$41,510	\$52,604	25,194	1,050	\$0.07
12-Sep-11	30	822,516	\$12,175	\$46,730	\$58,905	27,417	1,142	\$0.07
12-Aug-11	29	799,552	\$12,102	\$45,426	\$57,528	27,571	1,149	\$0.07

The gas energy data was reported monthly by tracking billed DTH by meter and total cost.

During the baseline period, August 2008 – July 2009, gas energy consumption amounted to 87,329 DTH or 8,733 MCF (\$957,769) as shown in Table 2-3. This data was submitted as part of the grant application to document the baseline.



August 2011 through November 2013 was used to verify energy savings. The data is listed in Table 2-4 below. A detailed discussion on data usage is provided in Section 2.1.4-Electric Energy Performance and Savings Confirmation.

Table 2-3: OBC Gas Energy Summary Table (12 month baseline versus 12 month post install verification period)

Building Name	Facility Size (S.F.)	Annual Fuel					
		Baseline		Proposed		Actual	
		MCF	Cost	MCF	Cost	MCF	Cost
Orlando Baking Plant	180,000.00	8,733	\$957,769.00	2,738	\$300,275.48	9,023	\$481,477.05

Table 2-4: OBC Post Project Gas Billing Data (August 2011 – November 2013)

Year	Month	Day/month	Meter #	Volume (DTH)	Meter #	Volume (DTH)	Total Volume (DTH)	Production DTH/Day	Total Cost (\$)	Cost/DTH
2013	11	30	1	31	2	8122	8,153	271.77	\$41,805	\$ 5.13
2013	10	31	1	0	2	6990	6,990	225.48	\$37,031	\$ 5.30
2013	9	30	1	0	2	6,938	6,938	231.26	\$35,117	\$ 5.06
2013	8	31	1	0	2	6,541	6,541	211.00	\$33,909	\$ 5.18
2013	7	31	1	0	2	6,243	6,243	201.39	\$32,955	\$ 5.28
2013	6	30	1	31	2	5,992	6,023	200.77	\$33,784	\$ 5.61
2013	5	31	1	31	2	6,231	6,262	202.00	\$39,333	\$ 6.28
2013	4	30	1	420	2	6,925	7,345	244.83	\$49,422	\$ 6.73
2013	3	31	1	775	2	8,521	9,296	299.87	\$47,317	\$ 5.09
2013	2	28	1	1,036	2	7,785	8,821	315.04	\$46,986	\$ 5.33
2013	1	31	1	744	2	8,532	9,276	299.23	\$43,342	\$ 4.67
2012	12	31	1	620	2	7,730	8,350	269.35	\$40,476	\$ 4.85
2012	11	30	1	506	2	7,226	7,732	257.73	\$ 40,476	\$ 5.23
2012	10	31	1	143	2	7,797	7,940	256.13	\$ 50,973	\$ 6.42
2012	9	30	1	1	2	5,724	5,725	190.83	\$ 49,198	\$ 8.59
2012	8	31	1	1	2	6,319	6,320	203.87	\$ 45,086	\$ 7.13
2012	7	31	1	1	2	6,662	6,663	214.94	\$ 46,619	\$ 7.00
2012	6	30	1	1	2	6,260	6,261	208.70	\$ 45,821	\$ 7.32
2012	5	31	1	121	2	6,553	6,674	215.29	\$ 47,050	\$ 7.05
2012	4	30	1	341	2	7,638	7,979	265.97	\$ 50,688	\$ 6.35
2012	3	31	1	442	2	7,967	8,409	271.26	\$ 51,928	\$ 6.18
2012	2	29	1	704	2	7,565	8,269	285.14	\$ 52,062	\$ 6.30
2012	1	31	1	897	2	7,196	8,093	261.06	\$ 51,660	\$ 6.38
2011	12	31	1	682	2	6,507	7,189	231.90	\$ 48,453	\$ 6.74
2011	11	30	1	450	2	6,063	6,513	217.10	\$ 45,706	\$ 7.02
2011	10	31	1	92	2	6,245	6,337	204.42	\$ 55,732	\$ 8.79
2011	9	30	1	2	2	5,949	5,951	198.37	\$ 57,284	\$ 9.63
2011	8	31	1	2	2	6,752	6,754	217.87	\$ 47,507	\$ 7.03



2.1.1- ECO 1 Lighting

The plant was originally equipped with combination of 1000-W, 400-W and 250-W Metal Halides and 4-foot and 8-Foot T12 and T8 fluorescent fixtures. The total number of fixtures throughout the facility including the tower building is about 857 fixtures. The details are shown in Appendix Table A13 (Phase 2 Report). The lighting upgrades are evaluated based on the following criteria:

- Operational Efficiency- The different factors considered to select proposed fixtures are lamp life, fixture efficiency, luminous efficacy (lumens/watts) and CRI.
- Capital Cost- The first cost required to replace the existing fixtures with proposed fixtures
- Maintenance Cost- The cost to replace the lamps or ballast when failed over a period of time.

Outdated inefficient metal halide lighting fixtures were replaced with energy efficiency and long-lasting induction light fixtures. A total of 283 fixtures were replaced inside and outside perimeter and parking lots. The savings are indicated in the table below.

Existing Fixtures (Metal Halide)

	Wattage	kW	QTY	Total kW	Hours	kWh	\$/kWh	\$
High Bay	456	0.456	221	101	8,760	882,798	0.08	\$70,624
High Bay	295	0.295	20	6	8,760	51,684	0.08	\$4,135
Sec Wall Pack	300	0.3	27	8	3,541	28,682	0.08	\$2,295
Shoe Box Parking	1070	1.07	15	16	3,541	56,833	0.08	\$4,547
Cobra Heads	300	0.3	6	2	3,541	6,374	0.08	\$510
			289	133		1,026,371		\$82,110

New Fixtures (Induction)

	Wattage	kW	QTY	Total kW	Hours	kWh	\$/kWh	\$
High Bay	215	0.215	217	47	8,760	408,698	0.08	\$32,696
High Bay	105	0.105	16	2	8,760	14,717	0.08	\$1,177
Sec Wall Pack	105	0.105	27	3	3,541	10,039	0.08	\$803
Shoe Box Parking	320	0.32	17	5	3,541	19,263	0.08	\$1,541
Cobra Heads	75	0.075	6	0	3,541	1,593	0.08	\$127
			283	57		454,310		\$36,345

Savings

Total kW	kWh	Cost Savings
76	572,061	\$45,765

2.1.2- ECO 2 Compressed Air System Improvements

The plant was operating two old 100 HP load/unload air compressors. These were replaced with one 200 HP (Rotary Screw) VSD air compressor to meet plant load. The older compressors are retained as backup.

Baseline before retrofit from Phase 2 report indicated an annual energy consumption of 798,966 kWh (\$68,122). A subsequent compressed air system audit conducted by Diversified Air resulted in an energy baseline of 1.1 GWh (\$88,157). The system baseline from monitoring is shown in Table 2-5.



Table 2-5: Pre-ECO System Energy Cost Calculations

<u>Current System (2)100</u>					Shift	1	2	3	4	5	Base Rate	Demand Charge	Demand Cost						
Sequencing Mode : Selected Trim					Annual Hours	2,496	2,496	2,496	0	0	0.08	0.00	0						
					Demand ACFM	650.00	470.00	500.00	0.00	0.00									
Name	Model	HP	*	ACFM	% Capacity per Shift					Energy Cost per Shift					Annual Energy Cost	Install	Other Annual Costs	Annual Maint. Cost	
					1	2	3	4	5	1	2	3	4	5					
100fixed	LS20-100H	100.0	C	450.00	100	100	100	0	0	19,573	19,573	19,573	0	0	58,719	0	0	0	
100	7509	100.0	C	444.00	45	5	12	0	0	15,384	6,169	7,885	0	0	29,438	0	0	0	
					200.0	894					34,957	25,742	27,458	0	0	88,157	0	0	0

Diversified Air (Sullair Equipment Service vendor) suggested replacing the two outdated compressors with one VSD compressor that will efficiently operate the system and provide sufficient capacity for plant growth. The estimated energy savings from operation of a VSD compressor were estimated to 350,750 kWh (\$28,060).

Table 2-6: Proposed System Energy Cost Calculations

Two Stage 125										Shift	1	2	3	4	5	Base Rate	Demand Charge	Demand Cost				
Sequencing Mode : Machine Order										Annual Hours	2,496	2,496	2,496	0	0	0.08	0.00	0				
										Demand ACFM	650.00	470.00	500.00	0.00	0.00							
Name	Model	HP	*	ACFM	% Capacity per Shift					Energy Cost per Shift					Annual Energy Cost	Install	Other Annual Costs	Annual Maint. Cost				
					1	2	3	4	5	1	2	3	4	5								
125(SV	V200TS-125L	125.0	F	680.00	96	69	74	0	0	23,930	17,552	18,615	0	0	60,097	0	0	0				
				125.0	680					23,930	17,552	18,615	0	0	60,097	0	0	0				
* A - Load Unload										B - Inlet Modulation no blowdown					C - Inlet Modulation with blowdown					D - Variable Displacement		
E - Variable Speed										F - Variable Speed w/ variable displacement					G - Three Step					H - Five Step		

2.1.3- ECO 3 Refrigeration System Improvements

The first improvement implemented as part of this grant program was the upgrade of available Ammonia system condenser capacity.

The Phase 2 report indicated an annual baseline energy consumption of 3.56 GWh (\$303,697) and showed possible savings opportunity up to \$91,000 from controls upgrade. A control upgrade was not implemented but a second evaporative condenser was installed. Condensing capacity increased thereby maintaining or lowering required compressor power. Monitored data from the phase 2 study was available indicating a system header pressure of about 140 psia. The customer indicated that production increased and discharge pressures run above 160 psia. No data was available to confirm this claim. Projected savings from addition of an evaporative condenser were 363,807 kWh (\$30,900).

A second initiative by the customer aimed to address warm, moist air infiltration into the blast freezing centers. The customer installed positive pressure systems in the blast freezer to maintain temp and humidity. The goal was to improve product quality and lower freezer energy consumption. Projected savings from control of warm, moist air influx were 126,315 kWh (\$10,700).

The savings estimates for both projects are illustrated in Table 2-7. These calculations were provided by the customer without monitored data. It was not possible to independently confirm the system savings. To check plant energy consumption and confirm energy performance improvement, billed data and production data was requested to confirm results.



Table 2-7: Refrigeration System Improvement Savings Estimates

Current: Ammonia System Before Condenser Addition

Compressor HP	Compressor kW	Fan & Pump HP	Fan & Pump kW	System HP	System kW	High Side Pressure (PSIA)	Cooling Tons	kW/ton	Annual Op Hours	kWh	\$
450	336	185	138	635	474	154	150	3.16	8760	2,940,732	\$249,962

ECM 1: Ammonia System After Condenser Addition

Compressor HP	Compressor kW	Fan & Pump HP	Fan & Pump kW	System HP	System kW	High Side Pressure (PSIA)	Cooling Tons	kW/ton	Annual Op Hours	kWh	\$
369	276	210	157	579	432	125	150	2.88	8760	2,413,551	\$205,152

ECM 2: Ammonia System After Freezer Curtain Addition

Compressor HP	Compressor kW	Fan & Pump HP	Fan & Pump kW	System HP	System kW	High Side Pressure (PSIA)	Cooling Tons	kW/ton	Annual Op Hours	kWh	\$
350	261	210	157	560	418	125	145	2.88	8760	2,287,236	\$194,415

Savings

	Compressor kW	Fan & Pump kW	System kW	kWh	\$	% Improvement
ECM 1	60	-19	42	363,807	\$30,924	12.37%
ECM2	14	0	14	126,315	\$10,737	4.30%
Total	75	-19	56	490,122	\$41,660	16.67%

2.1.4- Electric Energy Performance and Savings Confirmation

Plant electric and production data was requested for the baseline period and for 23 months post installation. During the baseline period, August 2008 – July 2009, electrical energy consumption amounted to 9,556,706 kWh (\$800,208). Production during the same time period amounted to 53.49 mill lbs of dough. The resulting production efficiency was 5.61 lbs/kWh.

The same data was collected for the period of August 2011 through July 2012 and for Dec 2012 through November 2013. Baseline data was normalized to permit direct comparison to results from subsequent, post project periods. Table 2-8 illustrates the results.

The adjustment of the baseline period to production volume of subsequent years shows that achieved energy savings were about 1.65 GWh. The additional improvement during the 2012/2013 time period maybe related to additional production output of about 4 mill lbs of dough compared to 2011/2012. From correspondence with the customer we assume no additional equipment installation during 2012/2013. The efficiency improvement between 2011/12 and 2012/13 periods of 0.06 lbs/kWh is therefore assumed to present an efficiency gain from further improved operations. If this reasoning is applied to the improvement between baseline and 2011/12, the actual improvement from equipment upgrades is 0.98 lbs/kWh or 1,566,522 kWh (10,507,265 kWh-(58.92 mill lbs/6.59 lbs/kWh)). In summary, post install monitoring was not conducted, but savings estimates were confirmed through post install production and billing data. The proposed electric changes were 837,269 kWh. The achieved electric savings were 1,566,522 kWh after adjustment for production.



Table 2-8: OBC Electric and Production Baseline, Baseline Adjustment and Electric Energy Performance in Subsequent Periods

	lbs	kWh	lbs/kWh
Baseline	53,491,899	9,556,706	5.61
Adjusted Baseline to 2011/2012	58,919,495	10,507,265	5.61
Adjusted Baseline to 2012/2013	62,843,190	11,206,987	5.61
2011/2012 Performance	58,919,495	8,856,144	6.65
2012/2013 Performance	62,843,190	9,370,199	6.71
2011/2012 Savings		1,651,121	
2012/2013 Savings		1,836,788	

2.1.5- ECO 4 Steam Boiler Replacement

Orlando baking proposed a steam boiler replacement project to eliminate 50+ year plant boilers and replace those with more efficient modern alternatives. No pre-installation data was available and the grant application made efficiency estimates of 70 % for the existing boiler system and stipulated an improvement to 90-93% should be achievable. The proposed resulting energy savings were estimated to 5,995,000 BTU.

In Dec 2012, OBC installed one steam generator and de-commissioned one of its old steam boilers. No direct data was available to track system energy improvement. An attempt was made to track gas energy savings based on production and gas usage.

2.1.6- Gas Energy Performance and Savings Confirmation

Plant gas and production data was requested for the baseline period and for the 11 months post installation. During the baseline period, August 2008 – July 2009, gas energy consumption amounted to 87,329 DTH or 8,733 MCF (\$957,769). Production during the same time period amounted to 53.49 mill lbs of dough. The resulting production efficiency was 613 lbs/DTH.

Since the install of the new steam generator occurred in 2012, 11 months of post install data was available. The data between Dec 2012 and November 2013 indicates an improvement of about the 83 lbs/DTH or an adjusted savings of about 12,358 DTH (Table 2-9). To confirm results, the



period prior to generator installation was reviewed to track energy performance immediately prior to project commissioning and completion. The data between Jan 2012 and December 2012 indicates an energy performance improvement over baseline of 14,833 DTH, a result that exceeds savings documented for 2013. This leads to the conclusion that the customer has implemented efficiency gains that reduced gas consumption, but these are not related to the installation of the steam generator. Overall, improvement over baseline is between 12,358 – 14,833 DTH. The improvement is likely due to process changes and better utilization of the ovens and steam system.

Table 2-9: OBC Gas and Production Baseline, Baseline Adjustment and Electric Energy Performance in Subsequent Periods

	lbs	DTH	lbs/kWh
Baseline	53,491,899	87,329	613
Adjusted Baseline to 2011/2012	58,919,495	96,190	613
Adjusted Baseline to 2012/2013	62,843,190	102,596	613
2011/2012 Performance	58,919,495	81,357	724
2012/2013 Performance	62,843,190	90,238	696
2011/2012 Savings		14,833	
2012/2013 Savings		12,358	



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 Orlando Baking Company, Taxpayer ID No. 34-0669925 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 kW reductions resulting from said projects for purposes of complying with the Statute. By committing the Customer Energy Project(s), Customer has the ability to either:
- i. Take ownership of the Energy Efficiency resource credits resulting from their Customer Energy Project(s) and may be able to bid - or sell - the Energy Efficiency resource credits into the market operated by the grid operator, PJM Interconnection, Inc. (PJM), provided several prerequisites are met; or
 - ii. Allow the Company to take ownership of the Energy Efficiency resource credits associated with their Customer Energy Project(s). The Company 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.

Please indicate your preference as to the treatment of your Energy Efficiency resource credits:

☐ Customer would like to retain ownership of its Energy Efficiency resource credits.

☒ Customer assigns ownership of its Energy Efficiency resource credits to Company for purposes of bidding these credits into PJM.

- 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:

Orlando Baking Company
7777 Grande Ave.
Cleveland, OH 44104
Attn: John A. Orlando
Telephone: 216-361-1872 Ext 1105
Fax: 216-426-3681
Email: JAOrlando@orlandobaking.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.

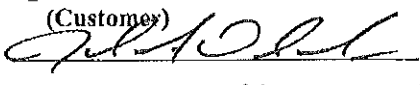
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year set forth below.

The Cleveland Electric Illuminating Company_
(Company)

By: 

Title: V.P. Of Energy Efficiency

Date: 10 - 23 - 14

By: 
(Customer)

Title: VP OF OPERATIONS

Date: OCT. 16, 2014

Affidavit of Orlando Baking Company – Exhibit A

STATE OF OHIO)
) SS:
COUNTY OF)

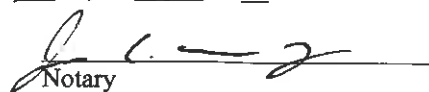
I, Enter Name ,being first duly sworn in accordance with law, deposes and states as follows:

1. I am the Title of Orlando Baking 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 Cash (“Incentive”). This Incentive was a critical factor in the Customer’s decision to go forward with the Project(s) and to commit the Project(s) to the Company.
4. All information related to said Project(s) that has been submitted to the Company is true and accurate to the best of my knowledge.

FURTHER AFFIANT SAYETH NAUGHT.



Sworn to before me and subscribed in my presence this 6th day of Oct, 2014.


Notary

JOHN C. ORLANDO JR.
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

11/17/2014 11:48:12 AM

in

Case No(s). 14-1822-EL-EEC

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