



Public Utilities Commission

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

Case No.: 13-0287-EL-EEC

Mercantile Customer: Key Bank

Electric Utility: The Cleveland Electric Illuminating Company

Program Title or
Description: Venture Building Lighting Control System

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

Completed applications requesting the cash rebate reasonable arrangement option (Option 1) in lieu of an exemption from the electric utility's energy efficiency and demand reduction (EEDR) rider will be automatically approved on the sixty-first calendar day after filing, unless the Commission, or an attorney examiner, suspends or denies the application prior to that time. Completed applications requesting the exemption from the EEDR rider (Option 2) will also qualify for the 60-day automatic approval so long as the exemption period does not exceed 24 months. Rider exemptions for periods of more than 24 months will be reviewed by the Commission Staff and are only approved up the issuance of a Commission order.

Complete a separate application for each customer program. Projects undertaken by a customer as a single program at a single location or at various locations within the same service territory should be submitted together as a single program filing, when possible. Check all boxes that are applicable to your program. For each box checked, be sure to complete all subparts of the question, and provide all requested additional information. Submittal of incomplete applications may result in a suspension of the automatic approval process or denial of the application.

Any confidential or trade secret information may be submitted to Staff on disc or via email at ee-pdr@puc.state.oh.us.

Section 1: Mercantile Customer Information

Name: Key Bank - Venture Building

Principal address: 127 Public Square, Cleveland, OH 44114

Address of facility for which this energy efficiency program applies: 5575 Venture Drive, Suite A, Parma, OH 44129

Name and telephone number for responses to questions: (216) 471-2589

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

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

Section 2: Application Information

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

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

B) The electric utility is: The Cleveland Electric Illuminating Company

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

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

Section 3: Energy Efficiency Programs

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

- ☐ Early replacement of fully functioning equipment with new equipment. (Provide the date on which the customer replaced fully functioning equipment, and the date on which the customer would have replaced such equipment if it had not been replaced early. Please include a brief explanation for how the customer determined this future replacement date (or, if not known, please explain why this is not known)). If Checked, Please see Exhibit 1 and Exhibit 2
- ☐ Installation of new equipment to replace equipment that needed to be replaced. The customer installed new equipment on the following date(s): _____
- ☒ Installation of new equipment ~~for new construction or facility expansion~~. The customer installed new equipment on the following date(s):
Lighting Control System commissioned on 9/21/2012.
- ☐ 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: _____ 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: 66,381 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?

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

_____ 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 24 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- 0287-EL-EEC

State of Ohio :

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

1. I am the duly authorized representative of:

Key Bank

[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.

Richard ESTREMERERA
SVP Critical Sites, National Operations
KEY BANK

Signature of Affiant & Title

Sworn and subscribed before me this 25 day of January, 2013 Month/Year

Signature of official administering oath

Print Name and Title

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

Customer Legal Entity Name: Key National Association
Site Address: Key Bank - Venture Building
Principal Address: 5575 Venture Drive, Suite A

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	Venture Building Lighting Control System	Addition of lighting control system panels to existing Johnson Control System at the Venture Building in Parma, OH. Lighting control system will consist of 2 lighting panels with capability of up to 14 lighting zones. (See attachment A.1 for equipment specifications). Because this building is the primary printing operation for Key and is operated 18 hours a day each week, and prior to the system installation, the lights were left on at this facility 24 hours a day 365 days per year. Through Johnson's analysis, the lighting control panels will provide a means to schedule lights in the various areas (up to 19 individual schedules) of the building to coincide with occupancy requirements. Schedules will range from 3,796 hours per year to 7,696 hours per year.	Johnson Controls engineering provided lighting audit to calculate and show energy savings from lighting controls (IPMVP Option A). See Attachment B.1	N/A	Prior to this project, facility lighting was not controlled and was left on 24 hours per day. At best, some of the lights were controlled through manual switches. In order to most efficiently take control of the facility lighting, it was decided to add the necessary control panels and relays and add the lighting control to the existing Johnson Control system. As a result, the lighting circuits can now be scheduled and controlled via relays and time schedules.

Exhibit 2

Customer Legal Entity Name: Key National Association
Site: Key Bank - Venture Building
Principal Address: 5575 Venture Drive, Suite A

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (C)	Note 1
2011	1,652,560	1,652,560	1,652,560	
2010	1,724,640	1,724,640	1,724,640	
2009	1,242,720	1,242,720	1,242,720	
Average	1,539,973	1,539,973	1,539,973	

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	Commitment Payment \$
1	Venture Building Lighting Control System	09/21/2012	\$13,990	66,381	66,381	-	
				-	-	-	
				-	-	-	
				-	-	-	
				-	-	-	
				-	-	-	
Total				66,381	66,381	0	\$0

Docket No. 13-0287

Site: 5575 Venture Drive, Suite A

Savings as percent of usage 4.3% Note 2

= Total (D) divided by Average (C)

Customer Eligible Exemption Period: 52 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.

(2) Savings as a percent of usage is equal to the of total project savings (D) divided by the 3 year average Weather Adjusted Usage with Energy Efficiency Addbacks (C).

(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.

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	66	\$ 308	\$ 20,464	\$ 4,050	\$0	\$664	\$ 4,714	4.3
Total	66	\$ 308	20,464	4,050	\$0	\$664	4,714	4.3

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)

Key National Association ~ Key Bank - Venture Building
Docket No. 13-0287

Site: 5575 Venture Drive, Suite A

ATTACHMENT A.1 - EQUIP. SPECIFICATIONS
CUTSHEETS For MIDORI
LIGHTING INTERFACE PANELS



Corporate Headquarters

1800 Sandy Plains Industrial Parkway
Suite 216
Marietta, Ga. 30066
www.BlueRidgeTechnologies.com

(800) 241-9173 - Phone
Questions? Please Call

Line Item Quotation

Quote Date: 3/11/2010
Quote Expires: 60 days

Quote Number: RK1235-1

TO:

Michael Simpson
JCI - OH - Cleveland
9797 Midwest Avenue
Cleveland, OH 44125
USA

Project: Midori Panel retrofit

FAX or E-MAIL PO to: 770-790-4883
Orders@BlueRidgeTechnologies.com

Purchase Order must reference Quote #
Please include at least one e-mail address for order and shipment confirmation

Line #	Item ID	Part #	Qty	Description	Price	Extended Price
5 ZONE PANEL 1		MD08P05	1	Midori Panel Built for JCI, 8 LTR Capacity, 05 LTR Installed, 24 Switch Inputs, 6 Analog Inputs	986.96	986.96
14 ZONE PANEL 2		MD16H14	1	Midori Uni-body Interior Built for JCI, 16 LTR Capacity, 14 LTR Installed, 24 Switch Inputs, 6 Analog Inputs	1,655.69	1,655.69
		MD16E	1	Midori Enclosure Only, 16 Capacity	118.41	118.41
		MD16TS	1	Midori Surface Mount Trim for MD16E, Key Lock	88.19	88.19
NET:						2,849.25

Notes:

Quoted By: Richard Kellen

Prices are in US dollars. Quote good for acceptance prior to expiration date. Shipment lead time is 3 weeks after receipt of valid purchase order and written shipment release. Limited warranty is two years from date of shipment. Blue Ridge Standard Terms and Conditions of Sale apply.

Quote does not include: sales, use, excise taxes, duties, or other taxes, shipping, freight, handling, destination charges, or installation.

Blue Ridge Technologies Standard Terms and Conditions of Sale

AGREEMENT OF SALE: Acceptance by Blue Ridge Technologies, (hereinafter "Seller") of any order, placed for the goods described on the Acknowledgment, Invoice or Sales Contract hereof shall be subject to Seller's Standard Terms and Conditions of Sale and is conditioned upon the Buyer's acceptance of these Standard Terms and Conditions of sale as stated on this Sales Contract.

TERMS OF CONTRACT: Any terms or conditions of the Buyer's order which are inconsistent with these Standard Terms and Conditions shall not be binding on the Seller and shall not be considered applicable to the sale or shipment of goods covered by this Acknowledgment, Invoice, or Sales Contract.

PRICES: Prices are subject to change to the extent permissible under applicable federal law. Sales contracts which call for delivery in the future will be billed at prices in effect at the time of shipment. Shipping weights shown are approximate and subject to change without notice. Seller shall notify buyer of any significant changes in weight.

SHIPMENT AND PAYMENTS: All prices are F.O.B. Seller's plant in Marietta, Georgia. No freight is allowed on any shipments. Shipments and deliveries hereunder shall at all times be subject to the approval of Seller's Credit Department. Seller may, at any time, require payment in advance or satisfactory security or guarantee that Invoices will be promptly paid when due. If Buyer fails to comply with any terms of payment, Seller, in addition to its rights and remedies but not in limitation thereof, reserves the right to withhold further deliveries or terminate this Agreement, and any unpaid amount thereon shall become due immediately. Terms of payment shall be as set forth on the face hereof. Unless approved by Seller, all overseas shipments shall require prepayment by wire transfer or an irrevocable letter of credit from Buyer.

FORCE MAJEURE: Delays or defaults in delivery by Seller of the goods covered by this Sales Contract shall be excused as Force Majeure so far as the same is caused by fire, strikes, accident, war, natural disasters, acts of God, terrorism, explosions, death, vandalism, armed robbery, theft, breakage of machinery, governmental regulation, or any other events which were unavoidable or caused by events which are beyond the reasonable control of Seller. In no event shall Seller be liable for any consequential, special, or contingent damages on account of any default or delay in delivery from any Force Majeure event. If any Force Majeure event occurs which may affect Buyer's goods, Seller shall give prompt oral and written notice of its Force Majeure declaration to Buyer within 7 days or as soon as is practicable.

NON-CANCELLATION: Orders are not subject to suspension, reduction, or cancellation, except on terms that will indemnify Seller against loss.

SPECIFICATIONS: Seller relies on specifications and other data furnished by the Buyer, architect, contractors, and/or consulting engineer in all phases of the work covered by this Acknowledgment, Invoice or Sales Contract. Seller shall be responsible to check quantities only. Alterations, changes in specifications, approval of samples, and/or changes in delivery shall not be binding upon Seller unless approved by Seller in advance. In the event Buyer asks Seller to perform design or engineering work for any and all phases of the work covered by this Acknowledgment, Invoice or Sales Contract, Seller shall not be responsible for any damages claimed by the Buyer as a result of alleged errors or defects in such design or engineering work except for gross negligence on the part of Seller.

WARRANTY AND LIMITATION OF LIABILITY: Seller warrants that the goods supplied by it have been manufactured in accordance with its standard manufacturing practices are non-defective and conform to the contract or catalog description for such goods. Except as stated herein, Seller makes no express warranty with respect to goods supplied by it and Seller makes no implied warranties of suitability or fitness for any particular purpose. Unauthorized or unapproved modifications or alterations of such goods without the express written approval of Seller shall void all warranties and indemnities granted herein. To satisfy its indemnity and warranty obligations, Seller will, at its sole option, credit, repair or replace, any goods supplied by it which its examination shall disclose to its satisfaction are defective in workmanship or material, and are returned to it within two years from the date of shipment. Any claim not made within this period shall be conclusively deemed waived by Buyer. Seller shall not be liable for any consequential, special, incidental, punitive or contingent damage or expense

arising directly or indirectly from any defect in its goods or from the use of any defective goods or otherwise arising out of this Contract or any purchase order. The remedies set forth herein shall constitute the exclusive remedies available to Buyer for Seller's indemnity and warranties and are in lieu of all other remedies that

would otherwise be available to Buyer. Warranty and technical support on Blue Ridge Technologies products are only available after payment has been received in full.

RETURNS: Material returned for credit is subject to a 25% restocking charge. Freight or other costs incurred in restocking will be added. Returns resulting from errors by the Seller will not be subject to the charge. Returned materials shall be received in condition for resale as new equipment to qualify for credit. Returned materials must be returned to the Seller within 30 days of receipt and shall only be accepted with prior written authorization.

SELLER RESERVES THE RIGHT TO SUBSTITUTE MATERIALS USED IN CONSTRUCTION OR EQUIPMENT SOLD PROVIDED SAID SUBSTITUTION DOES NOT MODIFY THE OPERATIONAL CHARACTERISTICS OF THE EQUIPMENT SOLD.

THESE TERMS OF SALE MAY BE MODIFIED WITHOUT NOTICE. THE TERMS OF SALE IN EFFECT AT THE TIME OF SALE SHALL APPLY. THE SELLER AS REFERRED TO IN THE TERMS OF SALE IS BLUE RIDGE TECHNOLOGIES.

CLAIMS: Claims for shortages of goods or for mistakes or errors in billing must be presented within forty-five (45) days from the date of goods; and must state the packing slip number and container number applicable to the claim. Any claim not so presented shall be conclusively deemed waived.

TAXES: Any federal, state, local or government tax or charge on the sale, shipment, or installation of the goods covered by the Acknowledgment, Invoice or Sales Contract, shall be added to the price and paid by Buyer or, in lieu thereof, the Buyer shall furnish Seller with tax-exemption certificates acceptable to the taxing authority. Buyer agrees to reimburse and save Seller harmless from all such state and local taxes, including interest and penalties thereon, which may at any time be payable to any governmental unit with respect to the sale of any goods covered by this Acknowledgment, Invoice or Sales Contract.

CREDIT BALANCE: Any credit memos granted to Buyer from Seller arising out of returned goods or other circumstances, which are not subsequently requested or applied to the purchase of other goods from Seller within twelve months from the date credit was granted, shall become the property of Seller.

APPLICABLE LAW: All questions arising out of this Acknowledgment, Invoice or Sales Contract, which shall be deemed a Georgia contract, shall be governed by the laws of the State of Georgia. Venue for any disputes arising out of this agreement shall be in Georgia. All disputes arising out of this agreement shall be resolved in the following fashion: the parties shall first engage in good-faith negotiation. If the parties are unable to settle their claims through good-faith negotiation, the parties shall attempt to resolve their dispute through mediation by an agreed upon mediator. Lastly, if mediation fails, the parties shall be subject to binding arbitration by an agreed upon arbitrator who is a member of the American Arbitration Association. The prevailing party in any arbitration or other legal action arising out of this agreement, and/or these terms and conditions of sale, shall be entitled to indemnification of all its attorneys' fees, litigation expenses, and costs from the losing party.

EXCLUSIVE TERMS: This Acknowledgment, Invoice or Sales Contract, which includes these Standard Terms and Conditions, shall constitute the final and binding contract between the parties and shall take precedence over any other terms and conditions from the Buyer. Any changes or deviations from this Acknowledgment, Invoice or Sales Contract must be in writing and mutually agreed to by Buyer and Seller.

LIMITATION FOR SUITS: Any controversy or claim arising out of, or relating to, this Acknowledgment, Invoice or Sales Contract, or the breach thereof, must be commenced within two (2) years of the ship date.



Specification Product Quotation

Project ID: C 169457.1 Rev 1

Date Created: 8-Apr-2010

(Quote to complying Authorized Stocking Distributor only)

Job Name: Keybank

Job Location: Parma, OH, IL

Quoted To: Rowe-Thrush

Name:

Job No:

Quoted By: Barb Denison

Quotation Based Upon:

Email from Marcela Thrush received 4/8/10. BD
169457.1.1 based on above email received 4/8/10. BD

Bill of Material:

Qty. Model Number

12 XPS16-FT

Pre-assembled Softswitch128 switching panel containing sixteen feed-through relays (16A continuous rating per relay circuit, over-current protection by others) and an integral controller. Requires a dedicated 120 or 277 volt 20A control circuit (over-current protection by others.) Controller accepts up to two contact closure inputs and can be connected to up to 32 Lutron digital control devices. All system programming is done through the integral controller. Dimensions (inches(cm)): 24.5(62)H x 14.875(41)W x 4.1(10.3)D. Weight (w/o packaging): 27 lbs.(kg)

1 XPS12-2G-FT-CGP1951

Pre-assembled Softswitch128 switching panel containing twelve feed-through relays (16A continuous rating per relay circuit, over-current protection by others) and an integral controller. Requires a dedicated 120 or 277 volt 20A control circuit (over-current protection by others.) Controller accepts up to two contact closure inputs and can be connected to up to 32 Lutron digital control devices. All system programming is done through the integral controller. Dimensions (inches): 63H x 22W x 6.1D. Weight (w/o packaging): 27 lbs.(kg)
CGP1951 = 480V contactors

2 SO-4BN-WH-EGN

seeTouch non-insert style onix-link auxiliary 4-button scene control with backlighting. Receives up to two contact closure inputs via a connector on the back of the Wallstation. Dimensions (inches(mm)): 4.56(116)H x 2.75(70)W x 1.06(27)D. Mounts in a standard 1-gang US wallbox, 2.75" min. depth (3.5" recommended). General Engraving. Text: English; Color: White

1 XPS-A-BAC-IP-120-CGP1748

This model is for a bridge between a BACnet BMS system and a Softswitch128 System. The device exports a single BACnet device with objects that retrieve the status and perform actions through the Softswitch128 system. This device can interface with the circuits defined in Softswitch 128. If configured to interface with circuits on Softswitch128, the interface is able to retrieve relay status and current intensity and set a desired intensity for each circuit on the system. A dedicated 120V feed is required for each interface.

1 LSC-SILV-CS-IN-1

1st year of Silver Level Support and Maintenance Plan, included at no cost. This plan supplements the product warranties to provide full parts and labor coverage. Additional one-year contracts can be purchased for up to ten years of coverage. Refer to Silver Level Support and Maintenance Plan for complete details.

1 LSC-SILV-CS-IN-2

2nd year of Silver Level Support and Maintenance Plan, included at no cost. This plan supplements the product warranties to provide full parts and labor coverage. Additional one-year contracts can be purchased for up to ten years of coverage. Refer to Silver Level Support and Maintenance Plan for complete details.

1 XPS Factory Start-Up

Grafik XPS Factory Start-Up includes (1) on-site visit by a Lutron Services Company Representative during normal business hours. The visit will include a complete system function test as well as system operation and maintenance instruction. Systems purchased with factory start-up include an eight (8) year limited product warranty.



Lead Time After Release is 4 Weeks.

Total ASD Cost :

Visit www.lutron.com/incentives for location specific information on rebates and incentives that promote energy efficient lighting systems. Financial assistance to purchase and install energy efficient products can come from local and state utilities, state energy efficiency programs, EPC Act tax incentives, and federal stimulus monies that focus on energy efficiency.

Qualifiers / Exceptions:

1. All controls are provided with a white finish unless noted otherwise in the product description column of the bill of material.
 2. If any Lutron panel(s) or EcoSystem ballast(s)/module(s) are designated as emergency equipment, an upstream normal/emergency automatic transfer switch (by others) is required to feed normal/emergency Lutron panel(s) and EcoSystem ballast(s)/module(s). Upon loss of normal power and application of emergency power, all normal/emergency Lutron panel(s) and EcoSystem ballast(s)/module(s) default to full intensity and remain there until normal power is restored.
 3. Switching modules are rated for 18A continuous load per circuit.
 4. Up to (16) Softswitch 128 panels, (512) circuits, (32) digital control stations may be wired per system.
 5. XPS panel includes controller with LCD to program and monitor the system. An astronomic timeclock is also included inside the panel.
 6. This quotation does not include a photocell, please contact Lutron Electronics if required.
 7. A Lutron Softswitch 128 link expansion module (XPS-E-120/277-FT) is required if more than (32) digital control stations are needed, not to exceed a total of (96) digital control stations. Only (1) Softswitch 128 link expansion module can be used per system.
 8. A dedicated 120V or 277V circuit is required for control operation.
 9. Feed-thru panels (NO BREAKERS) require a 20 amp/single pole circuit breaker per circuit, which are to be SUPPLIED BY OTHERS.
 10. Any deviation from this bill of material is subject to a new quotation.
 11. Lutron All-In-One Cable for any control and/or panel links is not included in this quotation, unless otherwise noted.
 12. Grafik Systems and Home Systems software is available in English only.
-

Quotation Terms and Conditions

QUOTATIONS

This Quotation is based on Lutron's interpretation of provided documents for design intent only; determination of compliance with project specific plans and/or specifications is the responsibility of others.

Quoted prices are firm (3) months from date of quotation. After three (3) months and up to six (6) months, all quotations will be subject to a maximum of 10% escalation to cover increased costs of labor and materials. All quotations must be requested after six (6) months.

Upon written request, Lutron will provide the country of origin for the products quoted.

ORDER

All sales of Lutron products are pursuant to Lutron's Terms and Conditions of Sale ("Terms"). Terms may be accessed via DIMS and are also available upon request. No terms and conditions other than the Terms, including any terms and conditions in any document attached to or incorporated by reference to any order accepted by Lutron, shall be binding upon Lutron unless accepted in writing by Lutron.

An order may be placed against this quotation on a Hold-for-Release basis. An order will not be considered firm unless accepted in writing by Lutron. Acceptance of an order does not imply conformance to plans and specifications.

All Hold-for-Release orders not released for immediate shipment within 3 months from the date of order acceptance will be subject to a maximum 10% escalation to cover increased costs of labor and materials.

All Hold-for-Release orders not released for immediate shipment within 6 months from date of acceptance will be subject to a new quotation. All Hold-for-Release orders not released within 12 months from the date of acceptance shall be considered cancelled and subject to a cancellation charge.

TERMS

1%-10th prox./Net 25th.

DESIGN

Quotation is based on Lutron standard design, finish and construction unless indicated otherwise. Drawings approved by the end-user or authorized representatives are required for all custom dimming system orders. Approved drawings will take precedence over all plans, specifications, or other written and verbal agreements. Changes in the drawings and/or Bill of Materials will require a new quotation.



CANCELLATIONS

There will be a minimum cancellation charge of 10% of the order value if a Hold-for-Release order is cancelled at any time prior to release.

There will be a minimum cancellation charge of 25% of the value of the equipment should an order be cancelled after release.

Hold-for-Release orders are subject to automatic cancellation with a minimum fee of 10% plus drawing fees after 180 days.

RETURNED GOODS POLICY:

Material may be returned to Supplier only with prior written authorization from Customer Service (upon request from your Lutron representative). Upon authorization, a Return Good Authorization (RGA) form will be issued based on the following terms and conditions:

1. Product must be either (i) defective in materials or workmanship from Supplier, or (ii) new and unopened and in original carton. Any product received contrary to this provision is subject to return or no credit issued.
2. All defective returns must be properly packaged. Any returned units that have been damaged in shipping due to insufficient packaging will be subject to no credit issued.
3. Products must be returned within the warranty period. Out-of-date products are subject to return or no credit issued.
4. Goods returned are only for those products previously authorized and written on the RGA form. Any unauthorized returned products are subject to return or no credit issued.
5. A minimum of 25% restocking charge will apply to any approved new material returns.
6. All freight and duties on returned goods are the responsibility of the customer. An RGA # must be referenced on all outside cartons and packing list. All returned goods are shipped to:

Lutron Electronics Co., Inc.
Attn: Return Goods Department
6560 Stonewall Drive
Suite 200
Allentown, PA 18106



(Quote to complying Authorized Stocking Distributor only)

Job Name: Keybank

Job Location: Parma, OH

Quoted To: Rowe-Thrush

Name:

Job No:

Quoted By: Barb Denison

Quotation Based Upon:

Email from Marcela Thrush received 4/6/10. BD

Bill of Material:

Qty.	Model Number
------	--------------

2	XPS16-FT
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Pre-assembled Softswitch128 switching panel containing sixteen feed-through relays (16A continuous rating per relay circuit, over-current protection by others) and an integral controller. Requires a dedicated 120 or 277 volt 20A control circuit (over-current protection by others.) Controller accepts up to two contact closure inputs and can be connected to up to 32 Lutron digital control devices. All system programming is done through the integral controller. Dimensions (inches(cm)): 24.5(68)H x 14.875(41)W x 4.1(10.3)D. Weight (w/o packaging): 27 lbs.(kg)

1	XPS12-2G-FT-CGP1951
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Pre-assembled Softswitch128 switching panel containing twelve feed-through relays (16A continuous rating per relay circuit, over-current protection by others) and an integral controller. Requires a dedicated 120 or 277 volt 20A control circuit (over-current protection by others.) Controller accepts up to two contact closure inputs and can be connected to up to 32 Lutron digital control devices. All system programming is done through the integral controller. Dimensions (inches): 63H x 22W x 6.1D. Weight (w/o packaging): 27 lbs.(kg)
CGP1951 = 480V contactors

2	SO-4BN-WH-EGN
---	----------------------

seeTouch non-insert style omx-link auxiliary 4-button scene control with backlighting. Receives up to two contact closure inputs via a connector on the back of the Wallstation. Dimensions (inches(mm)): 4.56(116)H x 2.75(70)W x 1.06(27)D. Mounts in a standard 1-gang US wallbox, 2.75" min. depth (3.5" recommended). General Engraving. Text: English; Color: White

1	LSC-SILV-CS-IN-1
---	-------------------------

1st year of Silver Level Support and Maintenance Plan, included at no cost. This plan supplements the product warranties to provide full parts and labor coverage. Additional one-year contracts can be purchased for up to ten years of coverage. Refer to Silver Level Support and Maintenance Plan for complete details.

1	LSC-SILV-CS-IN-2
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2nd year of Silver Level Support and Maintenance Plan, included at no cost. This plan supplements the product warranties to provide full parts and labor coverage. Additional one-year contracts can be purchased for up to ten years of coverage. Refer to Silver Level Support and Maintenance Plan for complete details.

1	XPS Factory Start-Up
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Grafik XPS Factory Start-Up includes (1) on-site visit by a Lutron Services Company Representative during normal business hours.
The visit will include a complete system function test as well as system operation and maintenance instruction.
Systems purchased with factory start-up include an eight (8) year limited product warranty.

Lead Time After Release is 4 Weeks.

Total ASD Cost :

Visit www.lutron.com/Incentives for location specific information on rebates and incentives that promote energy efficient lighting systems. Financial assistance to purchase and install energy efficient products can come from local and state utilities, state energy efficiency programs, EPAct tax incentives, and federal stimulus monies that focus on energy efficiency.

**Qualifiers / Exceptions:**

1. All controls are provided with a white finish unless noted otherwise in the product description column of the bill of material.
2. If any Lutron panel(s) or EcoSystem ballast(s)/module(s) are designated as emergency equipment, an upstream normal/emergency automatic transfer switch (by others) is required to feed normal/emergency Lutron panel(s) and EcoSystem ballast(s)/module(s). Upon loss of normal power and application of emergency power, all normal/emergency Lutron panel(s) and EcoSystem ballast(s)/module(s) default to full intensity and remain there until normal power is restored.
3. Switching modules are rated for 16A continuous load per circuit.
4. Up to (16) Softswitch 128 panels, (612) circuits, (32) digital control stations may be wired per system.
5. XPS panel includes controller with LCD to program and monitor the system. An astronomical timeclock is also included inside the panel.
6. This quotation does not include a photocell, please contact Lutron Electronics if required.
7. A Lutron Softswitch 128 link expansion module (XPS-E-120/277-FT) is required if more than (32) digital control stations are needed, not to exceed a total of (96) digital control stations. Only (1) Softswitch 128 link expansion module can be used per system.
8. A dedicated 120V or 277V circuit is required for control operation.
9. Feed-thru panels (NO BREAKERS) require a 20 amp single pole circuit breaker per circuit, which are to be SUPPLIED BY OTHERS.
10. Any deviation from this bill of material is subject to a new quotation.
11. Lutron All-In-One Cable for any control and/or panel links is not included in this quotation, unless otherwise noted.
12. Grafik Systems and Home Systems software is available in English only.

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3. Products must be returned within the warranty period. Out-of-date products are subject to return or no credit issued.
4. Goods returned are only for those products previously authorized and written on the RGA form. Any unauthorized returned products are subject to return or no credit issued.
5. A minimum of 25% restocking charge will apply to any approved new material returns.
6. All freight and duties on returned goods are the responsibility of the customer. An RGA # must be referenced on all outside cartons and packing list. All returned goods are shipped to:

Lutron Electronics Co., Inc.
Attn: Return Goods Department
6560 Stonegate Drive
Suite 200
Allentown, PA 18106



Sourcing Request

WW GRAINGER INC
GRAINGER SOURCING
455 KNIGHTSBRIDGE PARKWAY
LINCOLNSHIRE IL 60069-3614

Sold To

Name: JCI/GWS/KEYBANK CENTRAL/ISP
Account #: 873406151
Phone: 2162142685
Fax:

Ship To

Name: JCI/GWS/KEYBANK CENTRAL/ISP

5575 VENTURE DR
PARMA, OH 44130-9303
US
Shipper Account:

Information

Granger Quote No. 1102067587
Print Date 04/13/2010
PO # V#29931-60
Customer Number 873406151
Department Number
Project/Job Number 111111111
Requested by John Wanhainen
Requestor Phone No.
Requestor Fax
Requestor Email John.Wanhainen@granger.com

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Comments:

Item PO-Line	Material/Description	Quantity	Unit	Unit Price
10 000000	Mfg. Part No.: C169457.1 REV 0 LUTRON PROJECT C169457.1 REV 0 Mfr. Brand Name: ROWE-THRUSH Customer Part No.: Forwarding Agent: 29811 - UPS GROUND Cost expiration date: 07/08/2010 Lead time (in business days): 20 Taxable: YES	1	EA	7,404.80
20 000000	Mfg. Part No.: C169457.1 REV 1 LUTRON PROJECT C169457.1 REV 1 Mfr. Brand Name: ROWE-THRUSH Customer Part No.: Forwarding Agent: 29811 - UPS GROUND Cost expiration date: 07/08/2010 Lead time (in business days): 20 Taxable: YES	1	EA	10,004.80
Freight				91.11
Total Sell Price				17,500.71



Sourcing Request

WW GRAINGER INC
GRAINGER SOURCING
455 KNIGHTSBRIDGE PARKWAY
LINCOLNSHIRE IL 60069-3614

Information

Grainger Quote Number	1102067587
Print Date	04/13/2010
Customer Number	873406151
Page	2 / 2

Item PO-Line	Material/Description	Quantity	Unit	Unit Price
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Thank you for the opportunity to provide this quotation. Please note that all the prices are based on products and quantities quoted. Any changes to the products and/or quantities may result in different pricing. The non-catalog freight policy applies unless freight amount is listed above. Please contact your local Grainger branch if you have further questions or need to submit a new request.

Return policy: Please contact us before returning any product. Any return is subject to the terms and conditions of the manufacturer; any Special Order items may not be returnable and stock items depend on the manufacturer's return policy. Restocking fees may apply. This is not an invoice.

Project Name:

Project Name:

ATTACHMENT B.1 - SAVINGS CALCULATION

These Calculations are based on

Wentzke & Burroughs is in excellent condition. The 1904 Jewett suit is immaculate.

Enter your hullb wttton

Enter your bid and waiting
Enter your bid before On hours per day, week, month or year

Enter your utility's cost for One Kilo-Watt Hour

Enter your after On hours per day, week, month or year

608

ONLY FOR VETERAN COMRADES

There is little doubt that the

There is \$72 hours in a month

There are 168 hours in a week.

THESE

808 04533

878-08699

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 Key Bank, 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: ymnofziger@firstenergycorp.com

If to the Customer:

Key Bank
127 Public Square
Cleveland, OH 44114
Attn: Richard Estremera
Telephone: (216) 471-2589
Fax: (216) 813-8452
Email: Richard_Estremera@keybank.com

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

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. Dargatzis

Title: VP of Energy Efficiency

Date: 1-31-13

Key Bank
(Customer)

By: Richard ESTREMER

Title: SUP Critical Sites / National Operations

Date: January 7, 2012

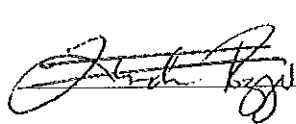
Affidavit of Key Bank – Exhibit A

STATE OF OHIO)
) SS:
COUNTY OF Cuyahoga)


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

1. I am the SVP, National Corporate Facilities Management of Key Bank ("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.

 LKE

Sworn to before me and subscribed in my presence this 7th day of June, 2013


Notary

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



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in

Case No(s). 13-0287-EL-EEC

Summary: Application electronically filed by Ms. Lindsey E Sacher on behalf of Key Bank and The Cleveland Electric Illuminating Company