

## Certified Energy Efficiency Customer

PRESENTED TO

# Buckeye Fresh, LLC

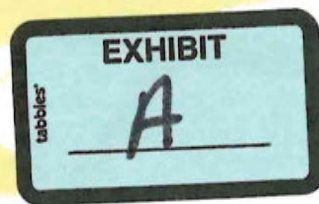
*In recognition of its valued participation and for committing  
energy efficiency and peak demand reduction projects  
to Ohio Edison's energy efficiency compliance program*

November 20, 2018

*John C. Dargie*  
John Dargie, Vice President, Energy Efficiency



Certified  
Energy  
Efficiency  
Customer



## Certified Energy Efficiency Customer

PRESENTED TO

# Buckeye Fresh LLC

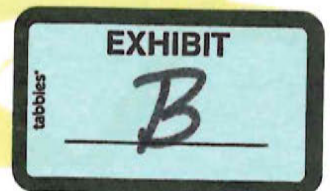
*In recognition of its valued participation and for committing  
energy efficiency and peak demand reduction projects  
to Ohio Edison's energy efficiency compliance program*

April 20, 2018

*John C. Dargie*  
John Dargie, Vice President, Energy Efficiency



Certified  
Energy  
Efficiency  
Customer



**FirstEnergy**

VOID IF NOT CASHED WITHIN 90 DAYS

2812956

50-937

213

CHECK DATE

AMOUNT

Check No. 2812956

04 16 2018

\*\*\*\*234,547.00

PAY TO THE ORDER OF  
BUCKEYE FRESH LLC  
927 LAKE ROAD  
MEDINA, OH 44256

EXACTLY \*\*\*\*234,547

DOLLARS 00 CENTS

*Steven R. Stails*

Treasurer  
FirstEnergy Corp.

JPMorgan Chase Bank, Syracuse, NY 13206



BUCKEYE FRESH - PUCO - 000536



# Order Acknowledgment

Order Number: 22257.1

Orig Date: 2018-02-06

Print Date: 2018-04-18

DOWN PAYMENT REQUIRED

# ILLUMITEX

## From

Illumitex  
6301 E. Stassney Lane #6-400  
Austin, TX 78744

## Bill To

Buckeye Fresh  
927 Lake Rd  
Medina, OH 44256  
UNITED STATES

## Ship To

Buckeye Fresh  
927 Lake Rd  
Medina, OH 44256  
UNITED STATES

Ship Type Partial

Tax (0%)

Ship Via Best Way

Order Type Unscheduled

FOB 86 - FOB Factory

Terms 50% at order / 50% before shipment

P.O. # 1205

Prepaid \$51,103.50

Inside Sales Mark McDevitt

Email mmcdevitt@illumitex.com

Phone 5122791816

Outside Sales Dennis Riling

Email driling@illumitex.com

Phone 512-279-1813

| #                                                                                                                                                 | Part #               | PRC | Part #            | ECCN | COO | Ship Via | Dock Date  | Ship Date  | Qty      | Unit Price  | Ext. Price   |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----|-------------------|------|-----|----------|------------|------------|----------|-------------|--------------|
| 1                                                                                                                                                 | ESN14812F3UD (Rev C) | ESN | 14812F3UD (Rev C) |      |     | Best Way | 2018-05-04 | 2018-04-27 | 864 Each | \$118.00000 | \$101,952.00 |
| Part Description: ESN,12-LED,F3,120-277,DIMMABLE                                                                                                  |                      |     |                   |      |     |          |            |            |          |             |              |
| Tech Description: REV A: FSP DRVR REV B: SAMSUNG DRVR. UPDATED ON 10/25/2016 REV C - CREATED ON 2/23/18 BY CR                                     |                      |     |                   |      |     |          |            |            |          |             |              |
| 2                                                                                                                                                 | 51-114345-00         | 51- | 114345-00         |      |     | Best Way | 2018-05-04 | 2018-04-27 | 1 Each   | \$100.00000 | \$100.00     |
| Part Description: WRLS CNTRL ND,PWR HRVST,1-PHS                                                                                                   |                      |     |                   |      |     |          |            |            |          |             |              |
| Tech Description: BULIT 1.5 wireless control node, One phase, (120V-347V)                                                                         |                      |     |                   |      |     |          |            |            |          |             |              |
| 3                                                                                                                                                 | WS-JBOX-ESG2 (Rev B) | WS- | JBOX-ESG2 (Rev B) |      |     | Best Way | 2018-05-04 | 2018-04-27 | 1 EA     | \$155.00000 | \$155.00     |
| Part Description: J-BOX,CNTRL,SGL NODE,ESG2                                                                                                       |                      |     |                   |      |     |          |            |            |          |             |              |
| Tech Description:                                                                                                                                 |                      |     |                   |      |     |          |            |            |          |             |              |
| 4                                                                                                                                                 | CE5-10CH1 (Rev A)    | CE5 | -10CH1 (Rev A)    |      |     | Best Way | 2018-05-04 | 2018-04-27 | 13 Each  | \$0.00000   | \$0.00       |
| Part Description: Cbl Extension,5-Cond,10'c,Chogori,Female Conn w/ flying leads                                                                   |                      |     |                   |      |     |          |            |            |          |             |              |
| Tech Description: PN: 55-114404-00 - (Cable extension, 5-conductor, 10-foot, Chogori, Female connector + flying leads) = power input @ first bar; |                      |     |                   |      |     |          |            |            |          |             |              |
| 5                                                                                                                                                 | CE5-10CH2 (Rev A)    | CE5 | -10CH2 (Rev A)    |      |     | Best Way | 2018-05-04 | 2018-04-27 | 43 Each  | \$0.00000   | \$0.00       |
| Part Description: Cbl Extension,5-Cond,10'c,Chogori,F/M Conn                                                                                      |                      |     |                   |      |     |          |            |            |          |             |              |
| Tech Description: PN: 55-114414-00 - (Cable extension, 5-conductor, 10-foot, Chogori, Female connector + male connector) = bar to bar extension   |                      |     |                   |      |     |          |            |            |          |             |              |

Freight: \$0.00

Tax: \$0.00

Total: \$102,207.00

Down Payment Required (100%): \$102,207.00

Down Payment Received: \$51,103.50

Shipping Comments:

Thank you for your business.



BUCKEYE FRESH - PUCO - 000552

# PAID Invoice

Invoice Number: 22257.1-1

Invoice Date: 2018-04-24

# ILLUMITEX

## Bill To

Buckeye Fresh  
927 Lake Rd  
Medina, OH 44256  
UNITED STATES

## Ship To

Buckeye Fresh  
927 Lake Rd  
Medina, OH 44256  
UNITED STATES

PO No. 1205

Tax Group (%)

Ship Via Best Way

Terms 50% at order / 50%  
before shipment

FOB 86 - FOB Factory

Entry Date 2018-02-06

Inside Sales Mark McDevitt

Email mmcdevitt@illumitex.com

Phone 5122791816

Outside Sales Dennis Riling

Email driling@illumitex.com

Phone 512-279-1813

Remit To Illumitex

6301 E. Stassney Lane #6-400  
Austin, TX 78744

| #                                                                                                                                                 | Part #       | Qty Shipped | Qty Ordered | Qty Open | ECCN | COO | Unit Price  | Ext. Price  |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-------------|----------|------|-----|-------------|-------------|
| 2                                                                                                                                                 | 51-114345-00 | 1 Each      | 1 Each      | 0 Each   |      |     | \$100.00000 | \$100.00    |
| Description: WRLS CNTRL ND,PWR HRVST,I-PHS                                                                                                        |              |             |             |          |      |     |             |             |
| Tech Description: BULIT 1.5 wireless control node, One phase, (120V-347V)                                                                         |              |             |             |          |      |     |             |             |
| 3                                                                                                                                                 | WS-JBOX-ESG2 | 1 EA        | 1 EA        | 0 EA     |      |     | \$155.00000 | \$155.00    |
| Description: J-BOX,CNTRL,SGL NODE,ESG2                                                                                                            |              |             |             |          |      |     |             |             |
| Tech Description:                                                                                                                                 |              |             |             |          |      |     |             |             |
| 4                                                                                                                                                 | CE5-10CH1    | 13 Each     | 13 Each     | 0 Each   |      |     | \$0.00000   | \$0.00      |
| Description: Cbl Extension,5-Cond,10'c,Chogori,Female Conn w/ flying leads                                                                        |              |             |             |          |      |     |             |             |
| Tech Description: PN: 55-114404-00 - (Cable extension, 5-conductor, 10-foot, Chogori, Female connector + flying leads) = power input @ first bar; |              |             |             |          |      |     |             |             |
| 5                                                                                                                                                 | CE5-10CH2    | 43 Each     | 43 Each     | 0 Each   |      |     | \$0.00000   | \$0.00      |
| Description: Cbl Extension,5-Cond,10'c,Chogori,F/M Conn                                                                                           |              |             |             |          |      |     |             |             |
| Tech Description: PN: 55-114414-00 - (Cable extension, 5-conductor, 10-foot, Chogori, Female connector + male connector) = bar to bar extension   |              |             |             |          |      |     |             |             |
| 8                                                                                                                                                 | ESN14812F3UD | 128 Each    | 128 Each    | 0 Each   |      |     | \$118.00000 | \$15,104.00 |
| Description: ESN,12-LED,F3,120-277,DIMMABLE                                                                                                       |              |             |             |          |      |     |             |             |
| Tech Description: REV A: FSP DRVR REV B: SAMSUNG DRVR. UPDATED ON 10/25/2016 REV C - CREATED ON 2/23/18 BY GR                                     |              |             |             |          |      |     |             |             |

Comments:  
Thank you for your business.

Freight: \$0.00  
Tax: \$0.00

Tracking #: WWE 100675842 WWE 100675842

Payment 5777 On 2018-04-24 \$15,359.00  
Unpaid Amount: \$0.00

# PAID Invoice

Invoice Number: 22257.1-2

Invoice Date: 2018-05-03

# ILLUMITEX

## Bill To

Buckeye Fresh  
927 Lake Rd  
Medina, OH 44256  
UNITED STATES

## Ship To

Buckeye Fresh  
927 Lake Rd  
Medina, OH 44256  
UNITED STATES

PO No. 1205

Tax Group (%)

Ship Via Best Way

Terms 50% at order / 50%  
before shipment

FOB 86 - FOB Factory

Entry Date 2018-02-06

Inside Sales Mark McDevitt

Email mmcdevitt@illumitex.com

Phone 5122791816

Outside Sales Dennis Riling

Email driling@illumitex.com

Phone 512-279-1813

Remit To Illumitex  
6301 E. Stassney Lane #6-400  
Austin, TX 78744

| #                                        | Part #       | PRC | Part #    | Qty<br>Shipped | Qty<br>Ordered | Qty<br>Open | ECCN | COO | Cust<br>Part | Rev | Base<br>Price | Discount  | Unit Price                 | Ext.<br>Price |
|------------------------------------------|--------------|-----|-----------|----------------|----------------|-------------|------|-----|--------------|-----|---------------|-----------|----------------------------|---------------|
| 6                                        | 47-114455-00 | 47- | 114455-00 | 1728 EA        | 1728 EA        | 0 EA        |      |     |              | C   | \$0.56000     | \$0.00000 | \$0.56000                  | \$967.68      |
| Description: CLIP,MTNG,ECLIPSE G2        |              |     |           |                |                |             |      |     |              |     |               |           |                            |               |
| Tech Description: REV C: E-COATING       |              |     |           |                |                |             |      |     |              |     |               |           |                            |               |
| Tech Comments:                           |              |     |           |                |                |             |      |     |              |     |               |           |                            |               |
| 7                                        | 44-114687-01 | 44- | 114687-01 | 864            | 864            | 0           |      |     |              | A   | \$0.00000     | \$0.00000 | \$0.00000                  | \$0.00        |
| Description: EXTR,CLIP,CABLE,ESG2,0.38IN |              |     |           |                |                |             |      |     |              |     |               |           |                            |               |
| Tech Comments:                           |              |     |           |                |                |             |      |     |              |     |               |           |                            |               |
| Comments:                                |              |     |           |                |                |             |      |     |              |     |               |           |                            |               |
| Thank you for your business.             |              |     |           |                |                |             |      |     |              |     |               |           |                            |               |
|                                          |              |     |           |                |                |             |      |     |              |     |               |           | Freight:                   | \$0.00        |
|                                          |              |     |           |                |                |             |      |     |              |     |               |           | Tax:                       | \$0.00        |
|                                          |              |     |           |                |                |             |      |     |              |     |               |           | Payment 5802 On 2018-05-03 | \$967.68      |
|                                          |              |     |           |                |                |             |      |     |              |     |               |           | Unpaid Amount:             | \$0.00        |

The following is made in lieu of all warranties, expressed or implied. Seller's only obligation shall be to replace such quantity of the product proved to be defective. Seller shall not be liable for any injury, loss or damage, direct or consequential arising out of the use of, or the inability to use, the product. User shall determine the suitability of the product for his intended use, and user assumes all risk and liability whatsoever in connection therewith. The foregoing may not be changed except by an agreement signed by an officer of seller.

Note: Claims must be made within 10 days from receipt of material, nor will deductions be allowed unless covered by our credit memo. Returns will not be accepted without our written consent and a return authorization. CERTIFICATION OF CONFORMANCE: The material and/or parts shipped herewith under the Purchase Order meets all contractually applicable specifications and evidence of compliance is on file at Seller's or manufacturer's facility.

BUCKEYE FRESH - PUCO - 000554

# PAID Invoice

Invoice Number: 22965.1-2

Invoice Date: 2018-08-09

# ILLUMITEX

## Bill To

Buckeye Fresh  
927 Lake Rd  
Medina, OH 44256  
UNITED STATES

## Ship To

Buckeye Fresh  
927 Lake Rd  
Medina, OH 44256  
UNITED STATES

PO No. 1250

Tax Group (%)

Ship Via Best Way

### Terms

50% at order / 50%  
before shipment

FOB S - Ship Point

Entry Date

2018-06-06

Inside Sales Zandya Risco

Email zrisco@illumitex.com

Phone

Outside Sales Brad Hull

Email bhull@illumitex.com

Phone 512-279-5020

illumitex

Remit To 6301 E. Stassney Lane #6-400  
Austin, TX 78744

| #                                                                              | Part #       | Qty Shipped | Qty Ordered | Qty Open | Rev | Unit Price  | Ext. Price                             |
|--------------------------------------------------------------------------------|--------------|-------------|-------------|----------|-----|-------------|----------------------------------------|
| 1                                                                              | ESN14812F3UD | 432 Each    | 432 Each    | 0 Each   | C   | \$110.00000 | \$47,520.00                            |
| Description: ESN, 12-LED, F3, 120-277, DIMMABLE                                |              |             |             |          |     |             |                                        |
| 2                                                                              | CE5-10CH1    | 18 Each     | 18 Each     | 0 Each   | A   | \$0.00000   | \$0.00                                 |
| Description: Cbl Extension, 5-Cond, 10'c, Chogori, Female Conn w/ flying leads |              |             |             |          |     |             |                                        |
| 3                                                                              | CE5-10CH2    | 18 Each     | 18 Each     | 0 Each   | A   | \$0.00000   | \$0.00                                 |
| Description: Cbl Extension, 5-Cond, 10'c, Chogori, F/M Conn                    |              |             |             |          |     |             |                                        |
| Comments:                                                                      |              |             |             |          |     |             | Freight: \$0.00                        |
| Thank you for your business.                                                   |              |             |             |          |     |             | Tax: \$0.00                            |
| Tracking #: BOL# 105786446 WWE#813498835                                       |              |             |             |          |     |             |                                        |
|                                                                                |              |             |             |          |     |             | Payment 5969 On 2018-08-09 \$23,760.00 |
|                                                                                |              |             |             |          |     |             | Payment 5987 On 2018-08-21 \$23,760.00 |
|                                                                                |              |             |             |          |     |             | Unpaid Amount: \$0.00                  |

The following is made in lieu of all warranties, expressed or implied. Seller's only obligation shall be to replace such quantity of the product proved to be defective. Seller shall not be liable for any injury, loss or damage, direct or consequential arising out of the use of, or the inability to use, the product. User shall determine the suitability of the product for his intended use, and user assumes all risk and liability whatsoever in connection therewith. The foregoing may not be changed except by an agreement signed by an officer of seller.

Note: Claims must be made within 10 days from receipt of material, nor will deductions be allowed unless covered by our credit memo. Returns will not be accepted without our written consent and a return authorization. CERTIFICATION OF CONFORMANCE: The material and/or parts shipped herewith under the Purchase Order meets all contractually applicable specifications and evidence of compliance is on file at Seller's or manufacturer's facility.

# INVOICE

**RON PFAFF ELECTRIC INC.**

6440 NORWALK ROAD SUITE "A"  
MEDINA, Ohio  
United States  
Tel: 330-723-9901

Invoice number: **1811920**  
Invoice date: Feb. 22, 2018  
Reference **BUCKEYE FRESH**  
Customer Ref. #:  
Page number: 1

Billing address:

**BUCKEYE FRESH**  
927 LAKE RD  
MEDINA, Ohio 44256  
United States

Site address:

**BUCKEYE FRESH**  
927 LAKE RD  
MEDINA, Ohio 44256  
United States

**Work Description**

TOTAL DUE NEW 200A 277Y480V FEEDER AND LIGHTING PANEL TO REAR OF BUILDING

| Item Description                           | Qty | Mat \$   |
|--------------------------------------------|-----|----------|
| 1/2" EMT CONDUIT                           | 140 | 74.76    |
| 2" EMT CONDUIT                             | 210 | 681.49   |
| 1/2" EMT STL SS CONN                       | 1   | 1.41     |
| 2" EMT STL SS CONN                         | 2   | 34.59    |
| 1/2" EMT STL SS CPLG                       | 12  | 22.46    |
| 2" EMT STL SS CPLG                         | 27  | 512.23   |
| 2" EMT 90 DEG ELBOW                        | 3   | 43.74    |
| 2" EMT 45 DEG ELBOW                        | 3   | 43.74    |
| 1/2" EMT 1-H STEEL STRAP                   | 2   | 1.42     |
| 2" EMT 1-H STEEL STRAP                     | 1   | 15.95    |
| 1/2" SPRING STL CONDUIT CLAMP W/ BOLT      | 17  | 9.99     |
| 2" SPRING STL CONDUIT CLAMP W/ BOLT        | 22  | 32.36    |
| 2" PLASTIC BUSHING                         | 2   | 8.11     |
| #4 THHN AL                                 | 210 | 77.32    |
| #4/0 THHN AL                               | 840 | 1,203.64 |
| P-1000 1 5/8 STRUT                         | 20  | 114.53   |
| 1/4 SPRING NUT                             | 10  | 15.23    |
| 1/4-20x 1/2 BOLT - PLTD STL                | 22  | 1.29     |
| 1/4-20x 1 BOLT - PLTD STL                  | 10  | 0.80     |
| 1/4x 1 1/4 FENDER WASHER - PLTD STL        | 15  | 1.13     |
| #10x 1 P/H SELF-TAP SCREW                  | 4   | 0.34     |
| 1/4x 1 1/4 FLAT HEAD CONCRETE SCREW - BLUE | 2   | 1.13     |
| 1/4-20 BEAM CLAMP                          | 26  | 68.86    |
| FXD63B200 CB                               | 1   | 1,107.20 |
| 250 MLO LIGHTING PANEL                     | 1   | 2,370.23 |
| FXD 200A CB                                | 1   | 1,107.20 |

**Total (N)** **\$7,551.17**

| Summary               | Total (\$)        |
|-----------------------|-------------------|
| Subtotal Material     | 7,551.17          |
| Journeyman            | 1,491.50          |
| Apprentice            | 1,515.00          |
| Subtotal              | 10,557.67         |
| Adjustment (-10.000%) | -1,055.77         |
| <b>Total</b>          | <b>\$9,501.90</b> |

**Terms**

Net 30 days



# INVOICE

**RON PFAFF ELECTRIC INC.**

6440 NORWALK ROAD SUITE "A"  
MEDINA, Ohio  
United States  
Tel: 330-723-9901

Invoice number: **1811993**  
Invoice date: \* Apr. 11, 2018  
Reference **BUCKEYE FRESH**  
Customer Ref. #:  
Page number: 1

Billing address:

**BUCKEYE FRESH**  
927 LAKE RD  
MEDINA, Ohio 44256  
United States

Site address:

**BUCKEYE FRESH**  
927 LAKE RD  
MEDINA, Ohio 44256  
United States

---

**Work Description**

TOTAL DUE EXTEND HOMERUNS FOR VGS SYSTEM ON SOUTH SIDE OF BUILDING

---

| Item Description   | Qty | Mat \$   |
|--------------------|-----|----------|
| LABOR AND MATERIAL | 1   | 2,520.00 |

---

|                  |  |                   |
|------------------|--|-------------------|
| <b>Total (N)</b> |  | <b>\$2,520.00</b> |
|------------------|--|-------------------|

---

| Summary           | Total (\$) |
|-------------------|------------|
| Subtotal Material | 2,520.00   |

---

|              |                   |
|--------------|-------------------|
| <b>Total</b> | <b>\$2,520.00</b> |
|--------------|-------------------|

---

**Terms**

Net 30 days

# INVOICE

**RON PFAFF ELECTRIC INC.**

6440 NORWALK ROAD SUITE "A"  
MEDINA, Ohio  
United States  
Tel: 330-723-9901

Invoice number:  
Invoice date:  
Reference  
Customer Ref. #:  
Page number:

**1812044**  
May. 17, 2018  
**BUCKEYE FRESH**

1

Billing address:

**BUCKEYE FRESH**  
927 LAKE RD  
MEDINA, Ohio 44256  
United States

Site address:

**BUCKEYE FRESH**  
927 LAKE RD  
MEDINA, Ohio 44256  
United States

**Work Description**

TOTAL DUE WIRE NEW VGS UNIT

| Item Description   | Qty | Mat \$   |
|--------------------|-----|----------|
| LABOR AND MATERIAL | 1   | 8,200.00 |

|                  |  |                   |
|------------------|--|-------------------|
| <b>Total (N)</b> |  | <b>\$8,200.00</b> |
|------------------|--|-------------------|

| Summary           | Total (\$) |
|-------------------|------------|
| Subtotal Material | 8,200.00   |

|              |                   |
|--------------|-------------------|
| <b>Total</b> | <b>\$8,200.00</b> |
|--------------|-------------------|

**Terms**

Net 30 days

# INVOICE

**RON PFAFF ELECTRIC INC.**

6440 NORWALK ROAD SUITE "A"  
MEDINA, Ohio  
United States  
Tel: 330-723-9901

Invoice number: **1812205**  
Invoice date: Aug. 21, 2018  
Reference **BUCKEYE FRESH**  
Customer Ref. #:  
Page number: 1

Billing address:

**BUCKEYE FRESH**  
927 LAKE RD  
MEDINA, Ohio 44256  
United States

Site address:

**BUCKEYE FRESH**  
927 LAKE RD  
MEDINA, Ohio 44256  
United States

**Work Description**

TOTAL DUE WIRE VGS 17

| Item Description   | Qty | Mat \$   |
|--------------------|-----|----------|
| LABOR AND MATERIAL | 1   | 8,200.00 |

**Total (T)**

**\$8,200.00**

**Summary**

Subtotal Material

**Total (\$)**

8,200.00

**Total**

**\$8,200.00**

**Terms**

Net 30 days

*Buckeye Fresh, LI09/18/2018*

**Ron Pfaff Electric Inc.**

Wire VGS #17

1823  
8,200.00

1002 Chase Bank (Buckeye Fresh)

Invoice 1812205

8,200.00

# INVOICE

**RON PFAFF ELECTRIC INC.**

6440 NORWALK ROAD SUITE "A"  
MEDINA, Ohio  
United States  
Tel: 330-723-9901

Invoice number: **1812267**  
Invoice date: Sep. 27, 2018  
Reference **BUCKEYE FRESH**  
Customer Ref. #:  
Page number: 1

Billing address:

**BUCKEYE FRESH**  
927 LAKE RD  
MEDINA, Ohio 44256  
United States

Site address:

**BUCKEYE FRESH**  
927 LAKE RD  
MEDINA, Ohio 44256  
United States

---

**Work Description**

TOTAL DUE WIRE VGS 14

| Item Description   | Qty | Mat \$   |
|--------------------|-----|----------|
| LABOR AND MATERIAL | 1   | 8,200.00 |

**Total (T)**

**\$8,200.00**

---

**Summary**

Subtotal Material

**Total (\$)**

8,200.00

**Total**

**\$8,200.00**

---

**Terms**

Net 30 days

**Mustang Material Handling**

P.O. BOX 15165  
Akron, Ohio 44314  
Phone 330-753-9174  
Fax 330-753-3289

**Invoice**

| Date      | Invoice #   |
|-----------|-------------|
| 3/13/2018 | 02132018-11 |

Bill To

BUCKEYE FRESH  
927 LAKE RD  
MEDINA, OHIO 44256

Ship To

BUCKEYE FRESH  
927 LAKE RD  
MEDINA, OH 44256

| P.O. Number | Terms                | Rep                                     | Ship      | Via     | F.O.B.       | Project    |
|-------------|----------------------|-----------------------------------------|-----------|---------|--------------|------------|
| 1208        | Net 30               | FN                                      | 2/15/2018 | MUSTANG |              |            |
| Quantity    | Item Code            | Description                             |           |         | Price Each   | Amount     |
| 14          | UF-M331-16.00-48.... | UPRIGHT FRAME TEARDROP 16X48 LAKE GREEN |           |         | 110.00       | 1,540.00   |
| 144         | 4648-BMEMM-3Q...     | WIRE DECK 46X48                         |           |         | 16.00        | 2,304.00   |
| 1           | FREIGHT/DELIV...     | FREIGHT                                 |           |         | 50.00        | 50.00      |
| 1           | FREIGHT/DELIV...     | FREIGHT - BEAMS                         |           |         | 450.00       | 450.00     |
| 144         | sb3500108            | 108" x 3.5" beam lt green               |           |         | 28.45        | 4,096.80   |
|             |                      |                                         |           |         | <b>Total</b> | \$8,440.80 |

Payments/Credits \$0.00

Balance Due \$8,440.80

BUCKEYE FRESH - PUCO - 000561



# Invoice



## Mustang Material Handling

P.O. BOX 15165  
Akron, Ohio 44314  
Phone 330-753-9174  
Fax 330-753-3289

| Date      | Invoice #  |
|-----------|------------|
| 5/29/2018 | 05292018-1 |

|         |
|---------|
| Bill To |
|---------|

BUCKEYE FRESH  
927 LAKE RD  
MEDINA, OHIO 44256

|         |
|---------|
| Ship To |
|---------|

BUCKEYE FRESH  
927 LAKE RD  
MEDINA, OH 44256

| P.O. Number | Terms  | Rep | Ship      | Via       | F.O.B. | Project |
|-------------|--------|-----|-----------|-----------|--------|---------|
| 1237        | Net 30 | FN  | 5/29/2018 | OUR TRUCK |        |         |

| Quantity | Item Code        | Description                  | Price Each | Amount |
|----------|------------------|------------------------------|------------|--------|
| 80       | FS-510SS PG 96   | GAL. STRUT CHANNEL 96"       | 8.40       | 672.00 |
| 40       | FS-510SS PG48    | GALVANIZED STRUT CHANNEL 48" | 4.50       | 180.00 |
| 1        | MISC SERVICES    | CUTTING CHARGE               | 50.00      | 50.00  |
| 1        | FREIGHT/DELIV... | FREIGHT                      | 75.00      | 75.00  |

Buckeye Fresh, LLC

06/06/2018

Mustang Material Handling

Date  
05/29/2018

Type  
Bill

Reference  
05292018-1

Original Amount  
977.00

Balance Due  
977.00

Check Amount

1735  
Payment  
977.00  
977.00

1002 Chase Bank (Bu

977.00

# Invoice



## Mustang Material Handling

P.O. BOX 15165  
Akron, Ohio 44314  
Phone 330-753-9174  
Fax 330-753-3289

| Date      | Invoice #  |
|-----------|------------|
| 7/27/2018 | 05142018-2 |

Bill To

BUCKEYE FRESH  
927 LAKE RD  
MEDINA, OHIO 44256

Ship To

BUCKEYE FRESH  
927 LAKE RD  
MEDINA, OH 44256

| P.O. Number | Terms            | Rep                       | Ship      | Via           | F.O.B.     | Project  |
|-------------|------------------|---------------------------|-----------|---------------|------------|----------|
| 1228        | Net 30           | FN                        | 5/14/2018 | MOTOR FREI... |            |          |
| Quantity    | Item Code        | Description               |           |               | Price Each | Amount   |
| 7           | f2548192         | upright 16'x48"           |           |               | 110.00     | 770.00   |
| 108         | sb3500108        | 108" x 3.5" beam lt green |           |               | 28.45      | 3,072.60 |
| 72          | 4648-BMEMM-3Q... | WIRE DECK 46X48           |           |               | 17.75      | 1,278.00 |
| 36          | UWD4648          | 48X46 WIRE MESH DECKS     |           |               | 10.00      | 360.00   |
| 1           | FREIGHT/DELIV... | FREIGHT FROM TRIBORO RACK |           |               | 450.00     | 450.00   |
| 2           | FREIGHT/DELIV... | FREIGHT FROM MUSTANG      |           |               | 50.00      | 100.00   |

Buckeye Fresh, LLC 08/27/2018

Mustang Material Handling

Date  
08/27/2018

Type  
Bill

Reference  
05142018-2

Original Amount  
6,030.60

Balance Due  
6,030.60

1793  
Payment  
6,030.60

Check Amount

1002 Chase Bank (Bu

6,030.60

| <b>Application</b>    | <b>Docket #</b> | <b>Submission date to FE</b> | <b>Rebate Value</b> | <b>KWH saved</b> | <b>Gross Revenue</b> | <b>Contractor</b>  | <b>Net Revenue</b> |
|-----------------------|-----------------|------------------------------|---------------------|------------------|----------------------|--------------------|--------------------|
| Buckeye Fresh         | 20-0066         | 7/27/2020                    | \$87,538.00         | 2,334,341        | \$20,835.85          | \$5,208.96         | \$15,626.89        |
| Buckeye Fresh A & B   | 20-0853         | 6/16/2020                    | \$70,412.00         | 1,408,240        | \$14,082.40          | \$3,520.60         | \$10,561.80        |
| Buckeye Fresh C       | 20-0854         | 6/16/2020                    | \$61,623.00         | 1,232,466        | \$12,324.66          | \$3,081.17         | \$9,243.50         |
| Buckeye Fresh         | 20-0065         | 6/16/2020                    | \$47,718.55         | 954,371          | \$9,543.71           | \$2,385.93         | \$7,157.78         |
| Buckeye Fresh e-g     | 20-1267         | 6/16/2020                    | \$47,074.00         | 941,474          | \$9,414.74           | \$2,353.69         | \$7,061.06         |
| Buckeye Fresh Phase 3 | 20-0852         | 5/28/2020                    | \$31,823            | 848,634          | \$8,486.34           | \$4,243.17         | \$4,243.17         |
|                       |                 |                              | <b>\$346,188.55</b> | <b>7,719,526</b> | <b>\$74,687.70</b>   | <b>\$18,671.93</b> | <b>\$56,015.78</b> |



----- Forwarded Message -----

**Subject:**PUCO Docket: 20-0065 Initiation Request for Buckeye Fresh Grow Light Performance Comparison

**Date:**Fri, 13 Mar 2020 19:56:15 +0000

**From:**Eckhart, Clifford F <[ceckhart@firstenergycorp.com](mailto:ceckhart@firstenergycorp.com)>

**To:**Smyser, Andrew <[ASmyser@gcpartnership.com](mailto:ASmyser@gcpartnership.com)>, Lonnie Curtis <[lcurtis@leddc.lighting](mailto:lcurtis@leddc.lighting)>, Curtis Robbins <[curtis.robbins@admenergy.com](mailto:curtis.robbins@admenergy.com)>, 'Vince Rienzi' <[vincent.rienzi@admenergy.com](mailto:vincent.rienzi@admenergy.com)>

**CC:**Brian Bolotin <[brian.bolotin@admenergy.com](mailto:brian.bolotin@admenergy.com)>, Rapp, Diane L <[drapp@firstenergycorp.com](mailto:drapp@firstenergycorp.com)>

All,

Through due diligence and hard work, our team has reached what I will term a "milestone" point in the evaluation of this energy efficiency project.

We are now ready to proceed with our planned grow test at the Buckeye Fresh facility.

Accordingly we are requesting the team-members from Buckeye Fresh to begin planting the planned test plants at their earliest availability. Prior discussion indicates this will be next week on Monday or Wednesday.

Also, Vince Rienzi at ADM will be our "monitor" for this testing period, and will therefore visit the site and collect pre-determined information/photos/etc., per our schedule.

This test should generate enough empirical data comparing the grow performance of HPS vs. LED lights to facilitate final calculations of energy savings for this project.

I want to thank everyone for their patience (as well as applied expertise) in getting us through this process with a technically sound plan!

If anyone has questions or needs further information/direction, please don't hesitate to give me a call at 740-512-6081.

Thanks again,

Cliff

**Cliff Eckhart | Energy Efficiency EM&V | FirstEnergy**

76 South Main St. | Akron, OH 44308 | A-GO-8 |

| ☎: 740.512.6081 | ☎: 330.255.1757 | ✉: [ceckhart@firstenergycorp.com](mailto:ceckhart@firstenergycorp.com)

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BUCKEYE FRESH - PUCO - 000531

message.



Virus-free. [www.avg.com](http://www.avg.com)



**Verified Notice of Intent to Opt Out of  
FirstEnergy's Energy Efficiency / Peak Demand Response Programs**

**Overview**

Under Section 4928.6611 of the Ohio Revised Code (ORC), certain customers as defined in Section 4928.6610 of the ORC of the Cleveland Electric Illuminating Company, Ohio Edison, and The Toledo Edison Company (or collectively, "FirstEnergy's Ohio utilities" or "FE Ohio") may opt out of FirstEnergy's Ohio energy efficiency and peak demand reduction ("EE/PDR") programs beginning January 1, 2017. Effective January 1, 2020, mercantile customers as defined in Section 4928.01 of the ORC are also eligible to opt out. Customers who opt out of FirstEnergy's EE/PDR programs will not be charged FirstEnergy's EE/PDR Rider, which is the part of FirstEnergy's electric rates that recovers the cost of EE/PDR programs. However, customers who opt out will be prohibited from participating in or benefiting from any of FirstEnergy's EE/PDR programs.

**Statement of Intent to Opt Out**

By completing this Verified Notice of Intent to Opt Out, you are stating the intent of the account indicated below ("Eligible Account") to opt out of FirstEnergy's EE/PDR programs. Please provide the account name, account number, service address, and contact information for the Eligible Account desiring to opt out:

| Eligible Account                                                                                                                                          |             |                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------|
| Account Name (as it appears on your FE statement)<br>Buckeye Fresh LLC                                                                                    |             |                              |
| Operating Company<br><input checked="" type="checkbox"/> Ohio Edison <input type="checkbox"/> Illuminating Company <input type="checkbox"/> Toledo Edison |             | Account Number<br>[REDACTED] |
| Service Address<br>927 Lake Dr.                                                                                                                           |             |                              |
| City<br>Modina                                                                                                                                            | State<br>OH | Zip Code<br>44256            |
| Contact Information                                                                                                                                       |             |                              |
| Contact Name<br>Kim Hookway                                                                                                                               |             | Title<br>President           |
| Phone<br>(330) 441-4217                                                                                                                                   |             | Alternate Phone              |
| Email Address<br>kim@buckeyefresh.com                                                                                                                     |             | FE Account Representative    |

**Effective Date of Opt Out**

You must indicate the effective date of the opt out. This is the date on which the Eligible Account will no longer be eligible to participate in FirstEnergy's EE/PDR programs, as well as the date on which the Eligible Account will no longer be assessed FirstEnergy's EE/PDR Rider. The effective date of the opt out must be no earlier than the date that a signed, notarized Verified Notice is provided to FirstEnergy, and for mercantile customers, must be no earlier than January 1, 2020.

The effective date of the opt out is:      5      22      2020  
Month      Day      Year



**Opt Out Eligibility**

Indicate the basis of the Eligible Account's eligibility to opt out:

- ☐ The Eligible Account receives electrical service from FirstEnergy above the primary voltage level (e.g., GSU or GT rate schedule); or
- ☐ All of the following apply: (a) The Eligible Account is a commercial or industrial customer of FirstEnergy; (b) the Eligible Account's electric usage has exceeded 45 million kWh in a single location in the preceding calendar year; and (c) the Eligible Account has made a written request for registration as a self-assessing purchaser pursuant to Section 5727.81 of the Ohio Revised Code; or
- ☒ The Eligible Account is a Commercial or Industrial customer and more than 700,000 kWh per year is consumed for nonresidential usage; or
- ☐ The Eligible Account is part of a national account involving multiple facilities in one or more states

**Multiple Eligible Accounts**

Customers having more than one account that meets the opt-out eligibility criteria will need to list all eligible accounts on Attachment A.

**Additional Accounts "Located on or Adjacent to" the Eligible Account**

Under Section 4928.6611 of the Ohio Revised Code, an opt-out shall extend to all of the customer's accounts that are "located on or adjacent to" the Eligible Account so long as these accounts "are associated with the activities performed by the customer." Please list all such adjacent accounts on Attachment B.

**Date of Customer EE/PDR Activities**

Under Section 4928.6612(E) of the Ohio Revised Code, this Verified Notice of Intent to Opt Out must list the "date upon which the customer established, or plans to establish a process and implement, cost-effective measures to improve its energy efficiency savings and peak demand reductions." Please indicate that date below:

The customer established, or plans to establish, its own cost-effective EE/PDR measures on:      1      1      2020  
Month      Day      Year

**Process for Submitting This Form**

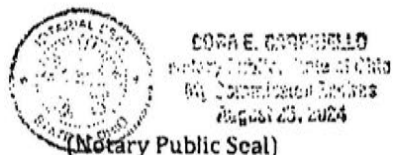
Please fill out the required information on this form, sign the form and have it notarized, and email the form to [EEOptOut@firstenergycorp.com](mailto:EEOptOut@firstenergycorp.com). Additionally, please submit a copy of this Verified Notice of Intent to Opt Out to the Secretary of the PUCO at the following address: **Secretary of the Public Utilities Commission of Ohio, Attn: Opt Out Submission, 180 East Broad Street, Columbus, Ohio 43215**. FirstEnergy will confirm the eligibility of the account numbers listed and either provide you confirmation letter or inform you of any problems in the form within five business days. **Verification**

By signing and verifying below, you affirm that you are a duly authorized representative of the Eligible Account and all additional account numbers indicated on the attached list (on Attachments A & B); that all such accounts are eligible for opt out under Sections 4928.6610 to 4928.6615 of the Ohio Revised Code; and that all information provided in this Verified Notice of Intent to Opt Out is correct and accurate.

|                                                                                |                           |
|--------------------------------------------------------------------------------|---------------------------|
| Full Name of Duly Authorized Representative (Print)<br><u>Kimberly Hookway</u> | Title<br><u>President</u> |
| Signature<br><u>Kimberly Hookway</u>                                           | Date<br><u>5/13/20</u>    |

SWORN TO BEFORE ME, and subscribed in my presence, this 13<sup>th</sup> day of May, 2020

[Signature]  
Notary Public Signature





Ohio Edison • The Illuminating Company • Toledo Edison

From: FirstEnergy Energy Efficiency Department  
Subject: Opt Out Form Processing

FirstEnergy received your request for Opt Out for the accounts listed below. After review, your form was approved, and your account will no longer be charged FirstEnergy's EE/PDR Rider effective May 22, 2020. In addition, you will no longer be eligible to participate in any EE/PDR programs.

110111351141                      927 Lake Dr                      Medina, OH 44256

Please note that continuation of this opt out is subject to Ohio Revised Code sections 4928.6610 - 4928.6615.

If you have any questions, please contact your FirstEnergy Account Representative.

This form was processed by Ohio Edison, The Cleveland Electric Illuminating Company, or The Toledo Edison Company on the following date:

**June 23, 2020**

By FirstEnergy Representative: Rachel Oliver

*Rachel Oliver*



**Mercantile Customer Project Commitment Agreement**  
**Cash Rebate Option**

**THIS MERCANTILE CUSTOMER PROJECT COMMITMENT AGREEMENT** ("Agreement") is made and entered into by and between Ohio Edison Company, its successors and assigns (hereinafter called the "Company") and Buckeye Fresh, LLC, Taxpayer ID No. 47-3901742 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<sup>1</sup>, ii) 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.

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<sup>1</sup>Combined Heat & Power (CHP) projects are not subject to the \$250,000 rebate cap.

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: Mercantile Energy Efficiency Program A-GO-8  
Telephone: 330 384 4504  
Fax: 330 777 6051  
Email: mercantile@firstenergycorp.com

**If to the Customer:**

Buckeye Fresh, LLC  
927 Lake Rd.  
Medina, OH 44256  
Attn: Kim hookway  
Telephone: 330-441-4217  
Fax:  
Email: kim@buckeyefresh.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.

By: Kurt E. Turasky

Title: Dir, Energy Efficiency Compliance & Reporting

Signed on behalf of Ohio Edison Company\_  
(Company)

Date: 7/13/20

Buckeye Fresh\_  
(Customer)

By: Kimberly H. Hahn

Title: President

Date: 5-27-20

Affidavit of Buckeye Fresh, LLC – Exhibit \_A\_

STATE OF OHIO                     )  
                                              )       SS:  
COUNTY OF Medina     )

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

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

FURTHER AFFIANT SAYETH NAUGHT.



Sworn to before me and subscribed in my presence this 27 day of MAY, 2020.

  
Notary

Richard Hogstead

my commission

expires 4/23/22





## Buckeye Fresh, LLC

927 Lake Road, Medina, Ohio 44256

(330) 441-4217

[info@buckeyefresh.com](mailto:info@buckeyefresh.com)

07/29/2020

Re: FirstEnergy Rebates Mercantile Applications as modified from 2018-2020

To Whom It May Concern:

I, Kim Hookway, am providing a narrative of the events surrounding the Buckeye Fresh applications for rebates during the 2018 through 2020 time period.

Additionally, providing the company's understanding and my understanding of a presentation and representation provided to Buckeye Fresh and me by the Community Energy Advisors during the month of May, 2020.

At no time during May, 2020 did Community Energy Advisors nor the Medina County Economic Development (MCEDC) Energy Program ever provide me information or documentation that Buckeye Fresh would lose any rights for FirstEnergy Rebates for Energy Saving events.

As a matter of course, Buckeye Fresh has been working with LEDDC LTD, COSE and FirstEnergy for over 24 months to receive Energy Rebates for the projects that Buckeye Fresh has performed during the 2018-2020 time period.

Additionally, FirstEnergy Energy Efficiency group is and has been totally aware of the Projects, Proposals, and work that has been done in order to apply for and receive over \$300,000 in rebates for energy saving projects.

Community Energy Advisors did not notify Buckeye Fresh that the application produced, reviewed and submitted by Community Energy Advisors would be in conflict with all of the Rebates that had been applied for and also all of the Modified Rebates that were in process. FirstEnergy has accepted the forms for the Rebates and understands the Intent of Buckeye Fresh has always been to apply for and receive the rebates.

Community Energy did not provide all of the analysis and review that there documents stated would be provided. Community Energy stated that by signing the documents provided and distributed to FirstEnergy would provide Buckeye Fresh with an additional \$4000 in savings. Community Energy did state that they were knowledgeable in this area of business and an expert in all areas which is including rebates.

Based on the information above, please remove Buckeye Fresh from the Opt Out Program and continue all rebate applications. This is clearly our intent and if we had been properly informed, we would not have allowed Community Energy to submit the opt out form. Buckeye Fresh and I would not like to opt out of the program. Please add back any rider amounts that may have been omitted from previous bills in order for us to remain in the program.

Sincerely,

*Kim Hookway*



**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**7/14/2022 10:16:58 AM**

**in**

**Case No(s). 20-1607-EL-CSS**

Summary: Exhibit Complainant Exhibits A, B, C (redacted), D, K, L, M, N, P, Q for  
Volume 1 electronically filed by Mr. Ken Spencer on behalf of Armstrong & Okey,  
Inc. and Burke, Carolyn