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**Tishekia Williams**  
Senior Counsel, Regulatory

November 27, 2013

VIA OVERNIGHT MAIL

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, 2<sup>nd</sup> Floor  
400 North Street  
Harrisburg, PA 17120

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: **Petition of Duquesne Light Company for Approval of its Energy Efficiency and Conservation Phase II Plan**  
**Docket No. M-2012-2334399**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of Duquesne Light Company ("Duquesne Light" or "Company") are four (4) **CONFIDENTIAL** Conservation Services Provider ("CSP") Agreements for its Phase II energy efficiency programs. The Company's CSP agreements are generally comprised of the standard CSP Service Agreement and three exhibits. Exhibit A is the Statement of Work. Exhibit B is the Project Schedule. Exhibit C is Compensation and provides the costs associated with each contract. The Company's standard CSP agreement has been modified from Phase I to include a record retention requirement (page 12) and is therefore included for approval. However, the Company is not requesting that the standard CSP agreement be treated confidentially.

Specifically, enclosed with this filing are CSP agreements for JACO Environmental, Navigant Consulting and EnerNoc. Navigant Consultant served, and would continue to serve as the Company's independent evaluator providing Evaluation, Measurement and Verification services as required by the Commission. JACO Environmental is the CSP for the Company's Residential Appliance Recycling Program. EnerNoc is the CSP for the Company's Chemical Products and Mixed Industrial Programs.

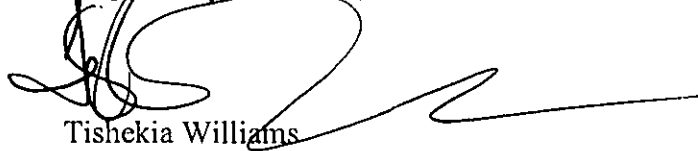
Pursuant to the Commission's Energy Efficiency and Conservation Phase II Implementation Order, Docket Nos. M-2012-2289411 and M-2008-2069887, the Company is required to competitively bid CSP contracts for programs or measures that were not implemented in Phase I and for any new CSP to perform services for a program or measure that was implemented in Phase I and retained in Phase II. The CSP agreements included herein are for programs implemented in Phase I that will be performed by the same CSP for

Phase II, pending Commission approval. The Company proposes to retain each CSP for their respective programs for its Energy Efficiency Phase II Plan.

JACO Environmental, Navigant Consulting and EnerNoc are registered and approved CSPs with the Pennsylvania Public Utility Commission ("Commission") whom were selected through a competitive process as CSPs for Duquesne Light's Energy Efficiency Conservation and Demand Response Phase I programs. Each CSP has a Commission approved Phase I contract(s) with Duquesne Light. The Company believes that retaining these CSPs for Phase II is justified as each CSP successfully delivered the expected savings for Phase I and in many instances below the expected costs. Enclosed is **CONFIDENTIAL Attachment A**, which details each CSP budget performance. Moreover, because they have invested significant time and effort in marketing to the customers within their specialized segments and are able to leverage those existing relationships into Phase II. They have also invested significant time and effort in advancing relationships with trade associations and local contractors that are invaluable to the successes that have been realized. They are able to carry over those benefits to Phase II. Relationships with delivery channels such as local stores have been cultivated and the process for in store displays has been accepted so continuing that practice would be least costly than establishment of a new process. Retaining these Phase I CSPs is cost-effective in that the Company avoids the administrative costs associated with rebidding these programs. Note that all new Phase II programs follow the same competitive bidding process.

If you have any questions, please do not hesitate to contact me or David Defide at (412)393-6107.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tishekia Williams', with a long horizontal flourish extending to the right.

Tishekia Williams  
Sr. Counsel, Regulatory

Enclosure

Cc: Patricia Weidt, Law Bureau  
Kriss Brown, Law Bureau

**CSP SERVICES AGREEMENT**

This CSP Services Agreement, dated \_\_\_\_\_, 2013, is made by and between Duquesne Light Company (“DLC” or “Company”) and \_\_\_\_\_ (“CSP” or \_\_\_\_\_).

WHEREAS, CSP is in the business of providing information and technical assistance on measures to enable a person to increase energy efficiency or reduce energy consumption services in the utility industry; and

WHEREAS, DLC is an electric distribution company (“EDC”) in Pennsylvania; and

WHEREAS, Act 129 of House Bill 2200 (“Act 129”) was signed into law by Governor Rendell on October 15, 2008, requiring each EDC to create and submit an energy efficiency and conservation plan by July 1, 2009, and the Pennsylvania Public Utility Commission (“Commission”) has developed processes and procedures for the review of EDC filings; and

WHEREAS, the Commission issued an Order at docket numbers M-2012-2289411 and M-2008-2069887 providing for Phase II energy efficiency and conservation plans from June 1, 2013 through May 31, 2016; and

WHEREAS, CSP will provide services regarding the implementation of DLCs EE/Conservation Plan as required by Act 129 and the Commission’s Orders; and

WHEREAS, CSP certifies that it was approved by and is a member of the Commission’s Registry of Conservation Service Providers and will maintain such registration with the Commission for the term of the contract; and

WHEREAS, DLC is relying upon the skill and expertise of CSP to implement the Plan and to meet the needs of DLC and to provide the services necessary for the proper and effective energy efficiency and conservation plan compliance.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits and covenants contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

**1. DEFINITIONS**

“Applicable Law” means any applicable constitution, charter, act, statute, law, ordinance, code, rule regulation, judgment, decree, writ, order, permit, approval or the like of any Governmental Authority.

“Company” shall mean Duquesne Light Company.

“Company’s Site” shall mean 411 Seventh Avenue, Pittsburgh, PA 15219.

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“**Price**” shall mean the purchase price or prices stated in Exhibit \_\_ of the CSP Agreement.

“**CSP Agreement**” shall mean this Agreement, along with Exhibits dated \_\_\_\_\_.

“**Services**” shall mean CSP services, Work Product and any other work performed by CSP necessary to fulfill CSP’s obligations under the CSP Agreement.

“**Subcontractor**” shall mean vendors, suppliers and subcontractors of any tier and any other persons or entities contracting directly or indirectly with CSP for or in regard to the CSP Agreement.

“**Work**” shall mean CSP services. Work Product and other work performed by Contractor as necessary to fulfill CSP’s obligations under the CSP Agreement.

“**Work Product**” shall mean studies, reports, evaluations, designs, drawings, procedures, specifications, plans and all other documentation and deliverables which are prepared, produced or acquired by CSP for the Work or at the request or direction of Company in connection with the Plan’s requirements for reduction in demand and consumption.

## **2. ENGAGEMENT OF CSP; CSP’S WORK**

Subject to the terms and conditions of this CSP Agreement, DLC hereby engages CSP to properly and completely design, submit and assist with the implementation of an energy efficiency and conservation plan in compliance with Act 129 of House Bill 2200. CSP shall perform the Work in a professional and workmanlike manner and with accuracy and reasonable care and skill. Specifically, the Services to be provided are shown on Exhibit C.

## **3. CSP’S ACKNOWLEDGMENT**

CSP, by performing the Work and/or delivering the Work Product, by any performance under this CSP Agreement and/or by written acknowledgement, accepts the offer contained in this Agreement and such acceptance of the offer is expressly limited to the terms and conditions as set forth herein. Any term or condition proposed by CSP, which is different from, conflicts with or adds to any of the provisions of this CSP Agreement, shall be deemed to materially alter the provisions of this CSP Agreement and is hereby objected to and rejected by DLC. Except as expressly provided herein, under no circumstances shall any term or condition the CSP’s sales documents or otherwise become part of this CSP Agreement.

## **4. PROJECT SCHEDULE**

(a) CSP shall design, submit and assist with the implementation of an energy efficiency and conservation plan to meet all the needs and requirements of DLC, applicable laws and applicable standards, and to allow DLC to properly and efficiently implement a Plan as defined in the Scope and Exhibit \_\_. Company shall be entitled to implement reasonable

provisions and procedures for monitoring performance quality and rate of progress. Such is set forth in more detail in Exhibit \_\_\_\_.

(b) (i) Except as expressly set forth herein, CSP is authorized to commence the Work and shall perform the Work in accordance with and within the time schedule contained in the project schedule attached hereto as Exhibit \_\_\_\_ (the "Project Schedule").

(ii) If at any time CSP determines that it is behind schedule or is unable to meet any milestone set forth in the Project Schedule, CSP shall, within five (5) days of its knowledge of such delay, promptly notify DLC, in writing, of any anticipated material departure from the Project Schedule and if CSP has reason to believe that a milestone or the Completion Date will not be met and shall specify in said notice corrective action planned by CSP to timely complete the Work or any portion thereof; provided, however, that such notice shall not relieve Vendor of any of its obligations under the CSP Agreement or its obligations to take all actions necessary to achieve the timely and proper completion of the Work. At all times, CSP shall take such actions as may be necessary to facilitate the timely and proper completion of the Work on or prior to any applicable milestones set forth in the Project Schedule or by the Completion Date.

(iii) CSP understands and agrees that time is of the essence with respect to the dates and times set forth in the Project Schedule, including, but not limited to, the Completion Date, and for performance of the Work.

## **5. PRICE AND PAYMENT**

The price or compensation to be paid to CSP is shown in Exhibit \_\_\_\_\_. Compensation shall be performance based, and rewards are provided for achieving successful results and deductions are made for not achieving successful results, as agreed to in Exhibit \_\_\_\_\_.

Unless otherwise agreed upon, statements must be submitted monthly, within 30 days after the end of a billing month. Itemized statements for services and expenses should be submitted directly to David Defide, Duquesne Light Company, 411 Seventh Avenue, Mail Drop 15-1, Pittsburgh, PA 15219. If any (portion) of the Work does not conform to the requirements of the CSP Agreement upon inspection by Company, a corresponding portion of the Price may be withheld by Company until the nonconformity is corrected. Invoices shall be paid within 45 days.

## **6. WARRANTIES**

CSP represents warrants and guarantees that the Work provided under the CSP Agreement shall be: (a) provided in accordance with, and conform to, the requirements of the CSP Agreement; (b) provided in accordance with the standard of care consistent with generally accepted industry practices and procedures in CSP's particular area of expertise; and (c) suitable for the specified purposes.

CSP represents, warrants and guarantees that it is not an affiliate of Duquesne or any other Pennsylvania EDC. If CSP should merge with a Pennsylvania EDC during the term of the CSP

Agreement, then the CSP shall immediately notify Duquesne and provide for automatic termination of the CSP Agreement.

CSP represents warrants and guarantees that it will conduct criminal background checks for all employees of the CSP that will have access to confidential customer information, enter a customer's premises or otherwise have personal contact with an EDC customer.

If, during the sixty-day period following completion of the Work, it is shown there is an error in the Work caused solely by CSP's failure to meet such standards and Company has notified CSP in writing of such error within that period, CSP shall re-perform, at no additional cost to Company, such Work as may be necessary to remedy such error.

Company shall have no liability for defects in the Work attributable to CSP's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Company.

## **6. OWNERSHIP RIGHTS**

CSP warrants that the Work shall not infringe or misappropriate the intellectual property rights of any third parties. Company shall have exclusive use of and own title, rights and interests in and to all Work. All Work shall be considered "work made for hire."

At all times, each party shall retain all of its rights in its drawings details, designs, specifications, databases, computer software, copyrights, trade and service marks, patents, trade secrets, and any other proprietary property.

## **7. FACILITIES, SUPPLIES AND EQUIPMENT**

To the extent that CSP's Work must be performed at Company's Site, Company shall furnish the facilities, supplies and equipment which Company determines are reasonably required for CSP to perform Work under the CSP Agreement.

## **8. TERMINATION**

Company may terminate all or part of the CSP Agreement if CSP: performs below acceptable standards, abandons the work; becomes bankrupt or insolvent; is unable to obtain a bond, if required; assigns the CSP Agreement or subcontracts any portion thereof without Company's written consent; or otherwise breaches or fails to comply with the CSP Agreement; provided, however, that prior to such termination, Company must have notified CSP in writing of its intent to terminate the CSP Agreement and the reasons therefore, and CSP must have failed to cure such non-compliance within ten (10) days after receipt of such notice. If Company so terminates the CSP Agreement, Company may complete or contract with a third party to complete all or part of the Work, and CSP shall be liable to Company for the excess costs to complete all or such part of the Work and any other damage resulting from CSP's non-compliance or breach.

Company may suspend all payments to CSP in order to protect ratepayer funds pursuant to Commission order.

Company may, at any time, also terminate by written notice all or part of the CSP Agreement due to modification of its Energy Efficiency/Conservation plan. Upon receipt of such notice, CSP shall bring the work to a prompt conclusion. Company shall pay CSP a proportionate amount of the price due to CSP for the portion of the Work completed up to the effective date of the termination plus costs necessarily incurred directly as a result of the termination, subject to Company's right to audit CSP's books and records. Such payment by Company, however, shall not exceed the total price for the Work set forth in the CSP Agreement.

In all cases, Company may require CSP to transfer title and deliver to Company any contracts, rights, goods, equipment or Work Product produced, received or acquired by CSP for the performance of the CSP Agreement.

## **9. INDEMNIFICATION**

CSP shall defend, indemnify and hold harmless Company, its directors, officers, employees, agents, successors and assigns and customers and users of the goods, equipment and services, from and against, and shall pay, all losses, damages (including consequential, indirect and punitive), costs, liabilities, suits, claims and actions, and all related expenses (including attorneys' fees and expenses and the actual costs of litigation) by reason of injury or death to any person or damage to any property or any accident or event arising or relating to the performance of the CSP Agreement or arising from or relating to the goods, equipment or services or from any other cause to the extent not attributable to the negligence or willful misconduct of Company.

## **10. INTELLECTUAL PROPERTY INDEMNIFICATION**

CSP represents and warrants that all goods, equipment and services shall not and do not infringe any United States or foreign patent, trademark, copyright or other intellectual property right of any third party. CSP shall defend, indemnify and hold harmless Company and its directors, officers, employees, agents, successors and assigns from and against, and shall pay, all losses, damages (including consequential, indirect and punitive), costs, liabilities, suits, claims and actions, and all related expenses (including attorneys' fees and expenses and the actual costs of litigation) based on or arising from an allegation or claim that any goods, equipment or services or parts thereof furnished by CSP infringe or misappropriate the rights of others; and/or if their use by Company is enjoined, CSP shall at Company's option and CSP's expense either: (a) procure for Company the right to continue using the goods, equipment and services or parts thereof; (b) replace the same with substantially equivalent goods, equipment or services or parts thereof that do not infringe or misappropriate the rights of others; (c) modify the same so they no longer infringe or misappropriate the rights of others; or (iv) refund the price and the transportation and installation costs to Company.

CSP shall obtain from all Subcontractors similar indemnity protection for Company.

**11. LIMITATION OF LIABILITY**

Company shall not be liable to CSP for any indirect, incidental, special, liquidated, punitive or consequential damages or damages for delay in performance and/or failure to perform, irrespective of whether claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise. CSP's liability for performance shall be limited as set forth in the compensation section except for acts of negligence, misconduct, or intentional acts.

**12. CHANGES**

Company may, at any time by a written change order, make changes to the scope of the CSP Agreement ("Change Order"). If any change results in a increase or decrease in the quantity or cost of the goods, equipment or services or otherwise materially affects the CSP Agreement, the Change Order will include an equitable adjustment in the price, the schedule and/or any other affected provisions. Any objection by CSP to the equitable adjustment set forth in a Change Order must be asserted within seven (7) business days after receipt of the Change Order by CSP. Notwithstanding such objection, if directed by Company, CSP shall proceed with the change and performance of the Work.

**13. SUSPENSION OR INTERRUPTION OF WORK**

Company may direct CSP, in writing, to suspend or interrupt all or any part of the Work for such period of time as Company may determine to be appropriate. CSP shall mitigate the costs of such suspension or interruption. Company agrees to reimburse CSP for those expenses necessarily and directly incurred as a result of such suspension or interruption, subject to Company's right to audit CSP's books and records.

**14. CONFLICTS, ERRORS AND OMISSIONS**

In the event CSP becomes aware of any conflict, error or omission in the documents comprising the CSP Agreement, CSP shall promptly bring the discrepancy to the attention of Company. Such discrepancy shall be resolved by Company in its sole discretion.



**15. INSPECTIONS; MONITORING PERFORMANCE QUALITY AND RATE OF PROGRESS**

Company may inspect, at all reasonable times, the progress of the Work, including work performed at CSP's or Subcontractor's facilities. Also, if the CSP Agreement, laws, ordinances, rules, regulations or orders of any governmental authority require any portion of the Work to be inspected, tested or approved, CSP shall give Company reasonable notice to permit Company to observe such inspection, testing or approval. CSP shall provide Company with periodic status reports during the course of the Work.

**16. COST ACCOUNTS AND INFORMATION/AUDITS**

CSP shall maintain detailed separate cost data for each CSP Agreement in accordance with generally accepted accounting principles. CSP's records pertaining to the cost of the Work (other than fixed prices agreed to prior to performance of the Work) and CSP's tax records shall be open at all reasonable times for inspection or audit by Company or its representative(s). Company or its representative(s) shall, at all reasonable times, have access to the premises, materials, instructions, working papers, plans, drawings, specifications, memoranda and other information of CSP pertaining to the Work. All CSP's purchase orders or contracts with Subcontractors shall provide that Company or its representative(s) shall have the right to audit Subcontractors' charges to CSP. Company's rights under this Article shall terminate five (5) years after expiration of the warranty periods.

**17. INSURANCE**

Prior to commencing any portion of the Work, CSP shall properly maintain the following coverage: Statutory Workers' Compensation Insurance in full compliance with the Workers' Compensation and Occupational Disease Acts of each and every state in which Work is to be performed and U.S. Longshoremen's and Harbor Workers' Compensation Acts, if applicable; Employer's Liability Insurance with a limit of not less than \$500,000; Comprehensive General Liability Insurance including Premises-Operation Independent Contractor's Protective, Products, Completed Operation, and Blanket Contractual Liability coverages with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; Excess Umbrella Liability Insurance with a single limit of not less than \$2,000,000; and Automobile Liability Insurance covering all owned, hired and non-owned vehicles with a combined single limit of not less than \$1,000,000 per occurrence. CSP shall provide Company with a certificate of insurance specifically evidencing the coverages required above, naming the Company as an additional insured, except under the Workers' Compensation Policy, and stating the policy numbers and the inception and expiration dates of all policies. The certificate of insurance shall also provide for thirty (30) days' prior written notice to Company in the event of cancellation or any material alteration of any policy. The certificate of insurance shall be furnished to Company prior to commencement of any portion of the Work. The Property Damage Liability Insurance shall include the Broad Form Comprehensive General Liability coverage.

**18. TAXES**

The price set forth in the CSP Agreement shall include, unless otherwise expressly set forth in the CSP Agreement, all federal state and local sales and use taxes applicable to the manufacture and/or sale of the goods and equipment and/or the performance of the services.

Company will provide to CSP, upon CSP 's request, a tax exemption certificate for taxes for the Work that are exempt under Pennsylvania's Sales and Use Tax laws.

Upon Company's request, CSP shall provide evidence satisfactory to Company of the payment of any taxes which CSP is required to pay. CSP shall also provide to Company such additional information as Company may request to facilitate the determination of taxes for which Company is responsible, if any.

**19. CONFIDENTIAL/PROPRIETARY INFORMATION**

CSP agrees to treat as confidential and proprietary any of Company and customer's information which is not generally known to the public and to exercise the same care to prevent the disclosure of such information as CSP exercises to prevent disclosure of its own proprietary and confidential information; however, CSP may disclose such information as required by law or court order upon written notice to the Company. Furthermore, Company's information shall be utilized by CSP only in connection with performance of CSP's obligations under the CSP Agreement.

**20. PUBLICITY**

CSP shall not use Company's name nor issue any publicity releases, including but not limited to, news releases and advertising, relating to the CSP Agreement and Services without the prior written consent of Company.

**21. FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performing its obligations under the CSP Agreement, or for any loss or damage resulting therefrom, due to causes beyond its reasonable control, including but not limited to, acts of God, public enemy or government, riots, fires, natural catastrophe, strikes or epidemics. In the event of such failure or delay, the date of delivery or performance shall be extended for a period not to exceed the time lost by reason of the failure or delay; provided that Company may terminate the CSP Agreement if the period of failure or delay exceeds fifteen (15) days. Company shall have no obligation to make any payments to CSP during the period of failure or delay. Each party shall notify the other promptly of any failure or delay in, and the effect on, its performance.

**22. ASSIGNMENT**

CSP shall not assign the CSP Agreement, in whole or in part, nor contract with any Subcontractor for the performance of the same or any of its parts, without first obtaining Company's written consent. Company's consent shall not be construed as discharging or releasing, nor shall it discharge or release, CSP in any way from the performance of the Work or the fulfillment of any obligation under the CSP Agreement.

**23. NOTICES**

Any notice required under the CSP Agreement shall be in writing and sent to the CSP and Company at their respective addresses identified below:

If to DLC:     c/o David Defide  
                  Duquesne Light Company  
                  411 Seventh Avenue, Mail Drop 15-1,  
                  Pittsburgh, PA 15219.  
                  Via e-mail: ddefide@duqlight.com

If to CSP:

**24. INDEPENDENT CONTRACTOR**

CSP shall operate as an independent contractor in the performance of the CSP Agreement and not as an agent or employee of Company. CSP shall ensure that neither it nor its agents or employees shall act or hold themselves out as agents or employees of Company. CSP shall have complete control of its agents and employees engaged in the performance of the Work.

**25. PRIORITY OF DOCUMENTS**

In the event of conflict among the various documents comprising the CSP Agreement, the conflict shall be resolved according to the priority given to the documents in the Purchase Order. If no priority is indicated in the Purchase Order, the conflict shall be resolved according to Article 16, Conflicts, Errors and Omissions.

**26. SEVERABILITY**

If any provision(s) of the CSP Agreement is prohibited by law or held to be invalid, illegal or unenforceable, the remaining provisions thereof shall not be affected, and the CSP Agreement shall continue in full force and effect as if such prohibited, illegal or invalid provisions had never constituted a part thereof, with the remaining provisions of the CSP Agreement being enforced to the fullest extent possible.

**27. SURVIVAL**

The obligations and rights of the parties pursuant to the Warranties, Liens, Indemnification, Intellectual Property Indemnification, Limitation of Liability, Cost Accountants and Information/Audits and Confidential/Proprietary Information shall survive the expiration or early termination of the CSP Agreement.

**28. MBE/WBE**

It is the policy of Company to stimulate the growth of Certified Minority, Women and Disabled Business Enterprises (MBEs, WBEs and DBEs) by encouraging their participation in Company's procurement activities and by affording them an equal opportunity to compete for Company's procurements. CSP agrees to carry out this policy to the fullest extent consistent with the requirements of the CSP Agreement (a) through the award of subcontracts to MBEs, WBEs and DBEs or (b) if CSP is a MBE, WBE or DBE, through the use of its own forces. CSP shall include this policy as a provision in all subcontracts.

**29. LAWS, CODES, RULES, REGULATIONS**

CSP and its Subcontractors, at their own expense, shall obtain all necessary licenses and permits and shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations relating to performance of the Work and the CSP Agreement, including but not limited to, safety, products liability, environment, labor standards and workers' compensation laws.

CSP and its Subcontractors shall also comply with Company's policies, rules and procedures.

**30. HAZARDOUS AND DANGEROUS GOODS**

For any goods or equipment provide by CSP pursuant to the CSP Agreement which are defined as hazardous or dangerous under any applicable law, rule or regulation, CSP shall provide Company with hazardous warning and safety handling information, including Material Safety Data Sheets, and appropriate labeling for all such goods and equipment.

**31. ELECTRIC COMMERCE**

At Company's request, Company and CSP may facilitate business transactions for the CSP Agreement by electronically transmitting data. Any data digitally signed pursuant to this Article and electronically transmitted shall be as legally sufficient as a written and signed paper document exchanged between the parties, notwithstanding any legal requirement that the document be in writing or signed.

**32. GOVERNING LAW/JURISDICTION**

The CSP Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, excluding the choice of law and conflicts of law provisions. Any litigation arising from or relating to the CSP Agreement shall only be filed in state or federal court in and for Allegheny County, Pennsylvania and CSP hereby consents and submits to the exclusive jurisdiction of such courts.

**33. ENTIRE AGREEMENT**

The CSP Agreement contains the entire understanding and agreement of Company and CSP with respect to the subject matter hereof and supersedes and replaces all prior agreements and commitments with respect thereto. There are no oral understandings, terms or conditions and neither Company nor CSP has relied upon any representation, express or implied, not contained in the CSP Agreement.

**34. AMENDMENT**

Except as expressly set forth herein, no provision of the CSP Agreement may be changed, modified, waived, terminated or amended except by written instrument executed as appropriate by Company and/or CSP.

**35. WAIVER**

Any failure of Company to enforce any of the provisions of the CSP Agreement or to require compliance with any of its terms at any time during the term of the CSP Agreement shall in no way affect the validity of the CSP Agreement, or any part thereof, and shall not be deemed a waiver of the right of Company thereafter to enforce any and each such provision.

**36. CAPTIONS**

The captions contained in the CSP Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of the CSP Agreement or the intent of any provision contained therein.

**37. RECORD RETENTION**

The CSP shall retain all electronic and hard copy project file documentation that it creates pursuant to the CSP agreement for a period not less than four years.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates entered below.

**DUQUESNE LIGHT COMPANY**

**CSP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

UPS CampusShip: View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed sheet containing the label at the line so that the entire shipping label is visible.** Place the label on a single side of the package and cover it completely with clear plastic shipping tape. Do not cover any seams or closures on the package with the label. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**  
 UPS locations include the UPS Store®, UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers.  
 Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.  
 Hand the package to any UPS driver in your area.  
 Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

**Customers with a Daily Pickup**  
 Your driver will pickup your shipment(s) as usual.

FOLD HERE

TISHEKIA WILLIAMS 412-393-1541 DUQUESNE LIGHT 411 SEVENTH AVE PITTSBURGH PA 15219		2 LBS	PAK	1 OF 1
<b>SHIP TO:</b> SECRETARY ROSEMARY CHIAVETTA PA PUBLIC UTILITY COMMISSION 400 NORTH STREET COMMONWEALTH KEYSTONE BUILDING <b>HARRISBURG PA 17120-0200</b>				
		<b>PA 171 9-20</b> 		
<b>UPS NEXT DAY AIR</b>		<b>1</b>		
TRACKING #: 1Z A5V 029 01 9837 3026				
				
BILLING: P/P				
Cost Center: 006				
CS 15.6.12.		WNTES9 45.0A 10/2013		