

Exhibit A

Customer Legal Entity Name		Site Name
The Cleveland Clinic Foundation		Solon FHC
Project Name	In-Service Date MM/DD/YY	Project Cost
1 2008 Lighting Projects	01/01/08	\$1,407
2 2009 Lighting Projects	01/01/09	\$14,918
3 2009 Sensors Projects	01/01/09	\$4,616

Exhibit 2

Customer Legal Entity Name: The Cleveland Clinic Foundation
Site: Solon FHC

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (C)	Note 1
2009	1,525,983	1,524,663	1,775,397	
2008	1,621,846	1,622,883	1,657,301	
2007	1,716,213	1,714,855	1,714,855	
Average	1,621,347	1,620,800	1,715,851	

Project Number	Project Name	In-Service Date	Project Cost	\$ KWh Saved/Year (D)	Utility Peak Demand Reduction Contribution, KW (E)
1	2008 Lighting Projects	1/1/08	\$1,407	48,752	
2	2009 Lighting Projects	1/1/09	\$14,918	243,551	
3	2009 Sensors Projects	1/1/09	\$4,616	173,608	28
Annual Savings				465,911	28

Savings as percent of
usage (F) = 27.2% Note 2
= Total (D) divided by
Average (C)

Notes
(1) Customer's usage is adjusted to account for the effects of the energy efficiency programs included in this application. When applicable, such adjustments are prorated to the in-service date to account for partial year savings.
(2) Savings as a percent of usage is equal to the annual project savings divided by the 3 year average Weather Adjusted Usage with Energy Efficiency Addbacks (C).
(3) Customer exemption determined by savings percentage in relation to energy efficiency schedule as set forth in O.R.C. 4928.66(A)(1)(a).

Exhibit 3

Project No.	Project Name	Description of Methodologies, Protocols and Practices used in Measuring and Verifying Project Results
1	2008 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.
2	2009 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.
3	2009 Sensors Projects	Savings were calculated by sensor consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.

Exhibit A

Customer Legal Entity Name		Site Name
The Cleveland Clinic Foundation		South Pointe Hospital
Project Name	In-Service Date MM/DD/YY	Project Cost \$
1 2007 Lighting Projects	01/01/07	\$8,225
2 2008 Lighting Projects	01/01/08	\$8,599
3 2009 Lighting Projects	01/01/09	\$7,868

Customer Legal Entity Name: The Cleveland Clinic Foundation
Site: South Pointe Hospital

Project Number	Project Name	In-Service Date	Project Cost	\$ KWh Saved/Year (D)	Utility Peak Demand Reduction Contribution, KW (E)
1	2007 Lighting Projects	1/1/07	\$8,225	488,251	
2	2008 Lighting Projects	1/1/08	\$8,599	1,307,280	
3	2009 Lighting Projects	1/1/09	\$7,868	1,264,472	

Savings as percent of usage (F) =
= Total (D) divided by
Average (C)

17.4% Note 2

Notes	Customer Exemption Through End of Year (G)	12/31/22 Note 3
(1)	Customer's usage is adjusted to account for the effects of the energy efficiency programs included in this application. When applicable, such adjustments are prorated to the in-service date to account for partial year savings.	
(2)	Savings as a percent of usage is equal to the annual project savings divided by the 3 year average Weather Adjusted Usage with Energy Efficiency Addbacks (C).	
(3)	Customer exemption determined by savings percentage in relation to energy efficiency schedule as set forth in O.R.C. 4928.66(A)(1)(a).	C30897

Project No.	Project Name	Description of Methodologies, Protocols and Practices used in Measuring and Verifying Project Results
1	2007 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.
2	2008 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.
3	2009 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.

Exhibit A

Customer Legal Entity Name		Site Name
The Cleveland Clinic Foundation		Strongsville FHC
Project Name	In-Service Date MM/DD/YY	Project Cost \$
1 2008 Lighting Projects	01/01/08	\$1,131
2 2009 Lighting Projects	01/01/09	\$18,062
3 2009 Sensors Projects	01/01/09	\$924

Project Number	Project Name	In-Service Date	Project Cost	\$ KWh Saved/Year (D)	Utility Peak Demand Reduction Contribution, KW (E)
1	2008 Lighting Projects	1/1/08	\$1,131	25,519	
2	2009 Lighting Projects	1/1/09	\$18,062	100,359	
3	2009 Sensors Projects	1/1/09	\$924	209,732	41

Savings as percent of usage (F) =

= Total (D) divided by Average (C)

7.2% Note 2

Customer Exemption Through End of Year (G)

Notes

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

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

(3) Customer exemption determined by savings percentage in relation to energy efficiency schedule as set forth in O.R.C. 4928.66(A)(1)(a).
{C30893: }

Exhibit 3

Project No.	Project Name	Description of Methodologies, Protocols and Practices used in Measuring and Verifying Project Results
1	2008 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.
2	2009 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.
3	2009 Sensors Projects	Savings were calculated by sensor consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.

Exhibit A

Customer Legal Entity Name		Site Name
The Cleveland Clinic Foundation		Westlake FHC
Project Name	In-Service Date MM/DD/YY	Project Cost \$
1 2008 Lighting Projects	01/01/08	\$1,920
2 2009 Lighting Projects	01/01/09	\$10,187
3 2008 Sensors Projects	01/01/08	\$2,328
4 2009 Sensors Projects	01/01/09	\$1,290

Project Number	Project Name	In-Service Date	Project Cost	\$ KWh Saved/Year (D)	Utility Peak Demand Reduction Contribution, KW (E)
1	2008 Lighting Projects	1/1/08	\$1,920	77,591	
2	2009 Lighting Projects	1/1/09	\$10,187	80,358	
3	2008 Sensors Projects	1/1/08	\$2,328	62,691	20
4	2009 Sensors Projects	1/1/09	\$1,290	40,991	13

Savings as percent of usage (F) =

= Total (D) divided by Average (C)

11.4% Note 2

Customer Exemption Through End of Year (G)

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

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

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

4928.66(A)(1)(a).
{C30875:}

Exhibit 3

Project No.	Project Name	Description of Methodologies, Protocols and Practices used in Measuring and Verifying Project Results
1	2008 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.
2	2009 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.
3	2008 Sensors Projects	Savings were calculated by sensor consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.
4	2009 Sensors Projects	Savings were calculated by sensor consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.

Exhibit A

Customer Legal Entity Name		Site Name
The Cleveland Clinic Foundation		Westlake MOB A
Project Name	In-Service Date	Project Cost
	MM/DD/YY	\$
1 2008 Lighting Projects	01/01/08	\$745
2 2009 Lighting Projects	01/01/09	\$413

Customer Legal Entity Name: The Cleveland Clinic Foundation
Site: Westlake MOB A

Project Number	Project Name	In-Service Date	Project Cost	\$	KWh Saved/Year (D)	Utility Peak Demand Reduction Contribution, KW (E)
1	2008 Lighting Projects	1/1/08	\$745		13,723	
2	2009 Lighting Projects	1/1/09	\$413		15,869	

Annual Savings	29,592	0
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Savings as percent of usage (F) = Total (D) divided by Average (C)

Customer Exemption Through End of Year (G)

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

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

(3) Customer exemption determined by savings percentage in relation to energy efficiency schedule as set forth in O.R.C. 4928.66(A)(1)(a).
{C30872:}

Project No.	Project Name	Description of Methodologies, Protocols and Practices used in Measuring and Verifying Project Results
1	2008 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.
2	2009 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.

Exhibit A

Customer Legal Entity Name		Site Name		
The Cleveland Clinic Foundation		Westlake MOB B		
Project Name	In-Service Date		Project Cost	
	MM/DD/YY		\$	
1 2008 Lighting Projects	01/01/08		\$513	

Exhibit 2

Customer Legal Entity Name: The Cleveland Clinic Foundation
Site: Westlake MOB B

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (C)	Note 1
2009	168,320	168,320	182,162	
2008	170,000	170,000	179,227	
2007	188,400	188,400	188,400	
Average	175,573	175,573	183,263	

Project Number	Project Name	In-Service Date	Project Cost	\$ KWh Saved/Year (D)	Utility Peak Demand Reduction Contribution, KW (E)
1	2008 Lighting Projects	1/1/08	\$513	13,841	

Annual Savings	13,841	0
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Savings as percent of
usage (F) = 7.6% Note 2
= Total (D) divided by
Average (C)

Customer Exemption Through End of Year (G) 12/31/17 Note 3

- Notes
- (1) Customer's usage is adjusted to account for the effects of the energy efficiency programs included in this application. When applicable, such adjustments are prorated to the in-service date to account for partial year savings.
- (2) Savings as a percent of usage is equal to the annual project savings divided by the 3 year average Weather Adjusted Usage with Energy Efficiency Addbacks (C).
- (3) Customer exemption determined by savings percentage in relation to energy efficiency schedule as set forth in O.R.C. 4928.66(A)(1)(a).

Project No.	Project Name	Description of Methodologies, Protocols and Practices used in Measuring and Verifying Project Results
1	2008 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.

Exhibit A

Customer Legal Entity Name		Site Name		
The Cleveland Clinic Foundation		White Mansion		
Project Name	In-Service Date		Project Cost	
	MM/DD/YY		\$	
1 2009 Lighting Projects	01/01/09		\$142	

Exhibit 2

Customer Legal Entity Name: The Cleveland Clinic Foundation
Site: White Mansion

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (C)	Note 1
2009	755,560	755,560	758,310	
2008	849,620	849,620	849,620	
2007	791,220	791,220	791,220	
Average	798,800	798,800	799,717	

Project Number	Project Name	In-Service Date	Project Cost	\$ KWh Saved/Year (D)	Utility Peak Demand Reduction Contribution, KW (E)
1	2009 Lighting Projects	1/1/09	\$142	3,280	

Annual Savings	3,280	0
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Savings as percent of
usage (F) = 0.4% Note 2
= Total (D) divided by
Average (C)

Customer Exemption Through End of Year (G) 12/31/09 Note 3

Notes

- (1) Customer's usage is adjusted to account for the effects of the energy efficiency programs included in this application. When applicable, such adjustments are prorated to the in-service date to account for partial year savings.
- (2) Savings as a percent of usage is equal to the annual project savings divided by the 3 year average Weather Adjusted Usage with Energy Efficiency Addbacks (C).
- (3) Customer exemption determined by savings percentage in relation to energy efficiency schedule as set forth in O.R.C. 4928.66(A)(1)(a).

Project No.	Project Name	Description of Methodologies, Protocols and Practices used in Measuring and Verifying Project Results
1	2009 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.

Exhibit A

Customer Legal Entity Name		Site Name
The Cleveland Clinic Foundation		Willoughby I FHC
Project Name	In-Service Date MM/DD/YY	Project Cost
1 2008 Lighting Projects	01/01/08	\$1,706
2 2009 Lighting Projects	01/01/09	\$6,691

Exhibit 2

Customer Legal Entity Name: The Cleveland Clinic Foundation
Site: Willoughby I FHC

Project Number	Project Name	In-Service Date	Project Cost	\$ KWh Saved/Year (D)	Utility Peak Demand Reduction Contribution, KW (E)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (C)		Note 1
						Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	
1	2008 Lighting Projects	1/1/08	\$1,706	75,558		1,583,449	1,719,172	
2	2009 Lighting Projects	1/1/09	\$6,691	116,662		1,756,620	1,790,194	
						1,488,644	1,488,644	
	Average		1,609,571	1,666,003				
						Annual Savings		0

Savings as percent of usage (F) = 11.5% Note 2
= Total (D) divided by Average (C)

Customer Exemption Through End of Year (G) 12/31/19 Note 3

- Notes
- (1) Customer's usage is adjusted to account for the effects of the energy efficiency programs included in this application. When applicable, such adjustments are prorated to the in-service date to account for partial year savings.
- (2) Savings as a percent of usage is equal to the annual project savings divided by the 3 year average Weather Adjusted Usage with Energy Efficiency Addbacks (C).
- (3) Customer exemption determined by savings percentage in relation to energy efficiency schedule as set forth in O.R.C. 4928.66(A)(1)(a).

Exhibit 3

Project No.	Project Name	Description of Methodologies, Protocols and Practices used in Measuring and Verifying Project Results
1	2008 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.
2	2009 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.

Exhibit A

Customer Legal Entity Name		Site Name		
The Cleveland Clinic Foundation		Willoughby II		
Project Name	In-Service Date		Project Cost	
	MM/DD/YY		\$	
1 2009 Sensors Projects	01/01/09		\$1,897	

Customer Legal Entity Name: The Cleveland Clinic Foundation
Site: Willoughby II

Savings as percent of usage (F) =
= Total (D) divided by
Average (C)

5.8% Note 2

Customer Exemption Through End of Year (G)

Notes

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

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

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

4928.66(A)(1)(a).
{C30840:}

Project No.	Project Name	Description of Methodologies, Protocols and Practices used in Measuring and Verifying Project Results
1	2009 Sensors Projects	Savings were calculated by sensor consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.

ATTACHMENT B

Mercantile Customer Project Commitment Agreement

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 The Cleveland Clinic Foundation, 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);

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;

WHEREAS, R.C. § 4928.64 (the "AER Statute") requires the company to meet certain alternative energy resource ("AER") benchmarks;

WHEREAS, R.C. § 4928.66 (the "EE&PDR Statute") requires the Company to meet certain energy efficiency and peak-demand reduction ("EE&PDR") benchmarks;

WHEREAS, when complying with certain AER and EE&PDR benchmarks the Company may include the effects of mercantile customer-sited AER and EE&PDR capabilities;

WHEREAS, Customer has certain customer-sited alternative energy resource, demand reduction, demand response, or energy efficiency capabilities as set forth in attached Exhibit A (the "Customer Energy Project(s)") that it desires to commit to the Company for integration into the Company's AER and/or EE&PDR Portfolio Plan ("Company Plan") that the Company will implement in order to comply with the AER or EE&PDR Statute; and

WHEREAS, the Customer, pursuant to and consistent with the AER and EE&PDR Statutes, desires to pursue exemption from paying charges included in the Company's then current cost recovery mechanism (hereinafter, "Rider DSE") as approved by the Public Utilities Commission of Ohio ("Commission") for recovery of the costs associated with the Company Plan; and

WHEREAS, Customer has consented to providing the Company with an annual report on the alternative energy resources, energy efficiency improvements and/or peak-demand reductions achieved by the Customer Energy Project(s); and

WHEREAS, Customer's decision to commit its Customer Energy Project(s) to the Company for inclusion in the Company Plan has been reasonably encouraged by the possibility of an exemption from the DSE2 charge of Rider DSE.

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.** Subject to the approval by the Commission of Customer's Rider DSE exemption request, 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 A. 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, Customer acknowledges that the information provided to the Company about the Customer Energy Project(s) is true and accurate to the best of its knowledge.
 - a. By committing the Customer Energy Project(s) to the Company, Customer acknowledges and agrees that the Company shall control the use of the kWh and/or kW reductions resulting from said projects for purposes of complying with the Statute. It is expressly agreed that Customer may use any and all energy related and other attributes created from the Customer Energy Project(s) to the extent permitted by state or federal laws or regulations, provided, and to the extent, that such uses by Customer do not conflict with said compliance by the Company.
 - b. 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.
 - c. Customer will provide Company or Company's agent(s) with reasonable assistance in the preparation of an application for approval of this Agreement ("Joint Application") that will be filed with the Commission.
 - d. Upon written request, reasonable advance notice and execution of a reasonable confidentiality agreement, 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 alternative energy resource capabilities, energy efficiency improvements and/or peak-demand reduction capabilities 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 shall submit the Joint Application seeking the Commission's approval of this Agreement and the commitment of the Customer Energy Project(s) for inclusion in the Company

Plan, and its determination that the Customer qualifies for exemption from paying the DSE2 charge of Rider DSE.

- a. The Joint Application shall include all information required to obtain approval of the Rider DSE exemption, and shall:
 - i. Address coordination requirements between the electric utility and the mercantile customer with regard to voluntary reductions in load by the mercantile customer, which are not part of an electric utility program;
 - ii. Grant permission to the electric utility and Staff to measure and verify energy savings and/or peak-demand reductions resulting from the Customer Energy Project(s);
 - iii. Identify all consequences of noncompliance by the Customer with the terms of this Agreement;
 - iv. Include a copy of this Agreement and any requirement that the electric utility will treat the customer's information as confidential and not disclose such information without an appropriate protective order; and
 - v. Include a description of all methodologies, protocols, and practices used or proposed to be used in measuring and verifying the savings resulting from the Customer Energy Project(s), and identify and explain all deviations from any program measurement and verification guidelines that may be published by the Commission.

3. **Customer Exemption and Annual Report.** Upon Commission approval of the Joint Application, the Company will exempt Customer from paying any Rider DSE charges consistent with any Commission directives as set forth in the Commission's Finding and Order approving the Joint Application. Such exempt status shall apply to those accounts identified by Customer that pertain to those Customer sites with one or more Customer Energy Project(s) approved for integration into the Company Plan by the Commission in the Joint Application. To the extent authorized by the Commission, the Customer's accounts shall be aggregated and treated as one account for purposes of applying the exemption and to encourage the Customer to optimize performance across multiple sites in ways that would not be possible if each account was treated on a stand-alone basis.

- a. For purposes of this Agreement and unless authorized by the Commission as described above, a "site" shall be a single location with one or more facilities. As examples only, a site includes an industrial plant, a hospital

complex or a university located on one or more parcels of land, provided that said parcels are contiguous.

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

2. A statement distinguishing programs implemented before and after January 1 of the current year;
3. A quantification of the energy savings or peak-demand reductions for programs initiated prior to 2009 in the baseline period;
4. A recognition that the Company's baselines have been increased by the amount of mercantile customer energy savings and demand reductions;
5. A listing and description of the Customer Energy Project(s) that have been implemented, which provides the detail required by the Rules;
6. An accounting of expenditures made by the mercantile customer for each program and its component energy savings and peak-demand reduction attributes;
7. A timeline showing when each Customer Energy Project went into effect and when the energy savings and peak-demand reductions occurred; and
8. Any other information reasonably necessary for the Company to (i) verify Customer's continued eligibility for exemption from paying Rider DSE charges; and (ii) report in the Company's annual status report to the Commission the EE&PDR results related to each Customer Energy Project.

e. Customer's exemption shall automatically terminate:

- i. Upon order of the Commission or pursuant to any Commission rule;
- ii. If Customer fails to comply with the terms and conditions set forth in the Company's then current Rider DSE, or its equivalent, as amended from time to time by the Commission, within a reasonable period of time after receipt of written notice of such non-compliance;
- iii. If it is discovered that Customer knowingly falsified any documents provided to the Company or the Commission in connection with this Agreement or the Joint Application. In such an instance, Company reserves the right to recover any exempted rider charges from the date of approval of the Joint Application through the date said exemption is terminated; or

- iv. If Customer fails to submit the annual report required in (d) above. In such an instance, Company reserves the right to recover any exempted rider charges from the date of approval of the Joint Application through the date said exemption is terminated. It is expressly agreed that this provision shall not apply should said report contain errors, provided that the submission of said report is made in good faith. It is further agreed that the Company will provide written notice of the date on which said report is due at least thirty (30) days prior thereto.
 - f. Company reserves the right to recover from Customer any Rider DSE charges incurred by Customer after the date Customer's exemption terminates.
- 4. **Termination of Agreement.** This Agreement shall have no force or effect or automatically terminate:
 - a. If the Commission fails to approve the Joint Application;
 - b. Upon order of the Commission; or
 - c. At the end of the life of the last Customer Energy Project(s) subject to this Agreement.
- 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. **Notices.** Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement must be in writing and must be delivered or sent by overnight express mail, courier service, electronic mail or facsimile transmission addressed as follows:

If to the Company:

FirstEnergy Service Company
76 South Main Street
Akron, OH 44308
Attn: Victoria Nofziger
Telephone: 330-384-4684
Fax: 330-761-4281
Email:
vmnofziger@firstenergycorp.com

If to the Customer:

The Cleveland Clinic Foundation
9500 Euclid Avenue
Cleveland, OH 44195
Attn: John L. D'Angelo, PE, CMVP
Telephone: 216-444-6447
Fax: 216-636-1940
Email: dangelj@ccf.org

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

7. **Authority to Act.** The Parties represent and warrant that they are represented by counsel in connection with this Agreement, have been fully advised in connection with the execution thereof, have taken all legal and corporate steps necessary to enter into this Agreement, and that the undersigned has the authority to enter into this Agreement, to bind the Parties to all provisions herein and to take the actions required to be performed in fulfillment of the undertakings contained herein.
8. **Non-Waiver.** The delay or failure of either party to assert or enforce in any instance strict performance of any of the terms of this Agreement or to exercise any rights hereunder conferred, shall not be construed as a waiver or

relinquishment to any extent of its rights to assert or rely upon such terms or rights at any later time or on any future occasion.

9. **Entire Agreement.** This Agreement, along with any related exhibits, Customer's exemption application, and the Company's Rider DSE, or its equivalent, as amended from time to time by the Commission, contains the Parties' entire understanding with respect to the matters addressed herein and there are no verbal or collateral representations, undertakings, or agreements not expressly set forth herein. No change in, addition to, or waiver of the terms of this Agreement shall be binding upon any of the Parties unless the same is set forth in writing and signed by an authorized representative of each of the Parties. In the event of any conflict between Rider DSE or its equivalent and this document, the latter shall prevail.
10. **Assignment.** Customer may not assign any of its rights or obligations under this Agreement without obtaining the prior written consent of the Company, which consent will not be unreasonably withheld. No assignment of this Agreement will relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee and all necessary consents have been obtained.
11. **Severability.** If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the Parties further agree to substitute for the invalid portion a valid provision that most closely approximates the economic effect and intent of the invalid provision.
12. **Governing Law.** This Agreement shall be governed by the laws and regulations of the State of Ohio, without regard to its conflict of law provisions.
13. **Execution and Counterparts.** This Agreement may be executed in multiple counterparts, which taken together shall constitute an original without the necessity of all parties signing the same page or the same documents, and may be executed by signatures to electronically or telephonically transmitted counterparts in lieu of original printed or photocopied documents. Signatures transmitted by facsimile shall be considered original signatures.

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

(Customer)

By: _____

Title: _____

Date: _____

(Company)

By: _____

Title: _____

Date: _____

Exhibit A

Customer Legal Entity Name	Site Name			
The Cleveland Clinic Foundation	Chestnut Commons FHC			
Project Name	In-Service Date	Project Cost		
	MM/DDYY	\$		
1 2009 Lighting Projects	01/01/09	\$8,820		

Exhibit 2

Customer Legal Entity Name: The Cleveland Clinic Foundation
Site: Chestnut Commons FHC

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (C)	Note 1
2009	1,380,160	1,380,160	1,448,710	
2008	911,360	905,605	905,605	
2007	0	0	0	
Average	763,840	1,142,882	1,177,157	

Project Number	Project Name	In-Service Date	Project Cost	\$ KWh Saved/Year (D)	Utility Peak Demand Reduction Contribution, KW (E)
1	2009 Lighting Projects	1/1/09	\$8,820	143,388	
Annual Savings				143,388	0

Savings as percent of
usage (F) = 12.2% Note 2
= Total (D) divided by
Average (C)

Customer Exemption Through End of Year (G) 12/31/19 Note 3

Notes

- (1) Customer's usage is adjusted to account for the effects of the energy efficiency programs included in this application. When applicable, such adjustments are prorated to the in-service date to account for partial year savings.
- (2) Savings as a percent of usage is equal to the annual project savings divided by the 3 year average Weather Adjusted Usage with Energy Efficiency Addbacks (C).
- (3) Customer exemption determined by savings percentage in relation to energy efficiency schedule as set forth in O.R.C. 4928.66(A)(1)(a).

4928.66(A)(1)(a).
1C30836.

Project No.	Project Name	Description of Methodologies, Protocols and Practices used in Measuring and Verifying Project Results
1	2009 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.

Exhibit A

Customer Legal Entity Name		Site Name
The Cleveland Clinic Foundation		Elyria FHC
Project Name	In-Service Date MM/DD/YY	Project Cost
1 2009 Lighting Projects	01/01/09	\$ 9,082

Exhibit 2

Customer Legal Entity Name: The Cleveland Clinic Foundation
Site: Elyria FHC

Project Number	Project Name	In-Service Date	Project Cost	\$	KWh Saved/Year (D)	Utility Peak Demand Reduction Contribution, KW (E)	
						Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (C)	Note 1
1	2009 Lighting Projects	1/1/09	\$9,082		70,859		

Savings as percent of usage (F) = 123.2% Note 2
= Total (D) divided by Average (C)

Notes
(1) Customer's usage is adjusted to account for the effects of the energy efficiency programs included in this application. When applicable, such adjustments are prorated to the in-service date to account for partial year savings.
(2) Savings as a percent of usage is equal to the annual project savings divided by the 3 year average Weather Adjusted Usage with Energy Efficiency Addbacks (C).
(3) Customer exemption determined by savings percentage in relation to energy efficiency schedule as set forth in O.R.C. 4928.66(A)(1)(a).
{C30830}

Project No.	Project Name	Description of Methodologies, Protocols and Practices used in Measuring and Verifying Project Results
1	2009 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.

Exhibit A

Customer Legal Entity Name		Site Name
The Cleveland Clinic Foundation		Lorain FHC
Project Name	In-Service Date	Project Cost
	MM/DD/YY	\$
1 2008 Lighting Projects	01/01/08	\$1,543
2 2009 Lighting Projects	01/01/09	\$1,897
3 2009 Sensors Projects	01/01/09	\$3,563

Exhibit 2

Customer Legal Entity Name: The Cleveland Clinic Foundation
Site: Lorain FHC

	Unadjusted Usage, kwh (A)	Weather Adjusted Usage, kwh (B)	Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (C)	Note 1
2009	3,393,117	3,393,117	3,567,723	
2008	3,530,309	3,530,309	3,566,025	
2007	3,567,906	3,567,906	3,567,906	
Average	3,497,111	3,497,111	3,567,218	

Project Number	Project Name	In-Service Date	Project Cost	\$ KWh Saved/Year (D)	Utility Peak Demand Reduction Contribution, KW (E)
1	2008 Lighting Projects	1/1/08	\$1,543	74,548	
2	2009 Lighting Projects	1/1/09	\$1,897	81,549	
3	2009 Sensors Projects	1/1/09	\$3,563	96,448	
Annual Savings				252,545	0

Savings as percent of
usage (F) = 7.1% Note 2
= Total (D) divided by
Average (C)

Customer Exemption Through End of Year (G) 12/31/16 Note 3

- Notes
- (1) Customer's usage is adjusted to account for the effects of the energy efficiency programs included in this application. When applicable, such adjustments are prorated to the in-service date to account for partial year savings.
- (2) Savings as a percent of usage is equal to the annual project savings divided by the 3 year average Weather Adjusted Usage with Energy Efficiency Addbacks (C).
- (3) Customer exemption determined by savings percentage in relation to energy efficiency schedule as set forth in O.R.C. 4928.66(A)(1)(a).

Project No.	Project Name	Description of Methodologies, Protocols and Practices used in Measuring and Verifying Project Results
1	2008 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.
2	2009 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.
3	2009 Sensors Projects	Savings were calculated by sensor consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.

Exhibit A

Customer Legal Entity Name		Site Name
The Cleveland Clinic Foundation		Sagamore MOB II
Project Name	In-Service Date MM/DD/YY	Project Cost
1 2008 Lighting Projects	01/01/08	\$29
2 2009 Lighting Projects	01/01/09	\$1,047

Customer Legal Entity Name: The Cleveland Clinic Foundation
Site: Sagamore MOB II

Project Number	Project Name	In-Service Date	Project Cost	\$ KWh Saved/Year (D)	Utility Peak Demand Reduction Contribution, KW (E)
1	2008 Lighting Projects	1/1/08	\$29	5,138	0
2	2009 Lighting Projects	1/1/09	\$1,047	41,989	0

Savings as percent of usage (F) =
= Total (D) divided by
Average (C)

10.3% Note 2

Customer Exemption Through End of Year (G)

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

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

(3) Customer exemption determined by savings percentage in relation to energy efficiency schedule as set forth in O.R.C. 4928.66(A)(1)(a).
{C30794;}

Project No.	Project Name	Description of Methodologies, Protocols and Practices used in Measuring and Verifying Project Results
1	2008 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.
2	2009 Lighting Projects	Savings were calculated by fixture/lamp consistent with the draft Ohio technical reference manual. The savings calculations are detailed in the spreadsheets included with the application.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/3/2010 3:50:58 PM

in

Case No(s). 10-2025-EL-EEC

Summary: Application Joint Application of The Cleveland Clinic Foundation and Ohio Edison Company for Approval of a Reasonable Arrangement (Part 3 of 3) electronically filed by Ms. Vicki L. Leach-Payne on behalf of Mr. Samuel C. Randazzo and Ms. Kathy J. Kolich