

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

Case No.: 12-0016-EL-EEC

Mercantile Customer: Bath & Body Works, LLC.

Electric Utility: Ohio Edison Company

Program Title or

New Construction Lighting

Description:

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

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

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

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

Section 1: Mercantile Customer Information

Name:Bath & Body Works #14200286

Principal address:7 Limited Parkway, Reynoldsburg, OH 43068

	_	3, 3
Addre	ess of fa	acility for which this energy efficiency program applies:See Exhibit 1
Vame	and te	elephone number for responses to questions:Matt Smith, 614-415-1797
Ele	ctricity	y use by the customer (check the box(es) that apply):
		The customer uses more than seven hundred thousand kilowatt hours per year at the above facility. (Please attach documentation.)
		The customer is part of a national account involving multiple facilities in one or more states. (Please attach documentation.)
		Section 2: Application Information
A)	The	customer is filing this application (choose which applies):
		Individually, without electric utility participation.
		Jointly with the electric utility.
B)	The	electric utility is: Ohio Edison Company
C)	The	customer is offering to commit (check any that apply):
		Energy savings from the customer's energy efficiency program. (Complete Sections 3, 5, 6, and 7.)
		Capacity savings from the customer's demand response/demand reduction program. (Complete Sections 4, 5, 6, and 7.)
		Both the energy savings and the capacity savings from the customer's energy efficiency program. (Complete all sections of the Application.)

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Section 3: Energy Efficiency Programs

A)	The	customer's energy efficiency program involves (check those that apply):
		Early replacement of fully functioning equipment with new equipment. (Provide the date on which the customer replaced fully functioning equipment, and the date on which the customer would have replaced such equipment if it had not been replaced early. Please include a brief explanation for how the customer determined this future replacement date (or, if not known, please explain why this is not known)). If Checked, Please see Exhibit 1 and Exhibit 2
		Installation of new equipment to replace equipment that needed to be replaced The customer installed new equipment on the following date(s):
		Installation of new equipment for new construction or facility expansion. The customer installed new equipment on the following date(s):
		See Exhibit 1.
		Behavioral or operational improvement.
В)	Ene	rgy savings achieved/to be achieved by the energy efficiency program:
	1)	If you checked the box indicating that the project involves the early replacement of fully functioning equipment replaced with new equipment, then calculate the annual savings [(kWh used by the original equipment) – (kWh used by new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:
		Annual savings: kWh
	2)	If you checked the box indicating that the customer installed new equipment to replace equipment that needed to be replaced, then calculate the annual savings [(kWh used by less efficient new equipment) – (kWh used by the higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:
		Annual savings:kWh
		Please describe any less efficient new equipment that was rejected in favor of the more efficient new equipment. Please see Exhibit 1 if applicable

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3) If you checked the box indicating that the project involves equipment for new construction or facility expansion, then calculate the annual savings [(kWh used by less efficient new equipment) – (kWh used by higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: 44,049 kWh

Please describe the less efficient new equipment that was rejected in favor of the more efficient new equipment. **Please see Exhibit 1 if applicable**

4) If you checked the box indicating that the project involves behavioral or operational improvements, provide a description of how the annual savings were determined.

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Section 4: Demand Reduction/Demand Response Programs

A)	The	customer's program involves (check the one that applies):
		Coincident peak-demand savings from the customer's energy efficiency program.
		Actual peak-demand reduction. (Attach a description and documentation of the peak-demand reduction.)
		Potential peak-demand reduction (check the one that applies):
		☐ The customer's peak-demand reduction program meets the requirements to be counted as a capacity resource under a tariff of a regional transmission organization (RTO) approved by the Federal Energy Regulatory Commission.
		☐ The customer's peak-demand reduction program meets the requirements to be counted as a capacity resource under a program that is equivalent to an RTO program, which has been approved by the Public Utilities Commission of Ohio.
B)	On	what date did the customer initiate its demand reduction program?
	See	Exhibit 1
C)		at is the peak demand reduction achieved or capable of being achieved ow calculations through which this was determined):
		<u>13</u> kW

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Section 5: Request for Cash Rebate Reasonable Arrangement (Option 1) or Exemption from Rider (Option 2)

Under this section, check the box that applies and fill in all blanks relating to that choice.

Note: If Option 2 is selected, the application will not qualify for the 60-day automatic approval. All applications, however, will be considered on a timely basis by the Commission.

A)	The custor	ner is applying for:
	Optio	on 1: A cash rebate reasonable arrangement.
	OR	
		on 2: An exemption from the energy efficiency cost recovery anism implemented by the electric utility.
	OR	
	Com	mitment payment
B)	The value	of the option that the customer is seeking is:
	Option 1:	A cash rebate reasonable arrangement, which is the lesser of (show both amounts):
		A cash rebate of \$1652. (Rebate shall not exceed 50% project cost. Attach documentation showing the methodology used to determine the cash rebate value and calculations showing how this payment amount was determined.)
	Option 2:	An exemption from payment of the electric utility's energy efficiency/peak demand reduction rider.
		An exemption from payment of the electric utility's energy efficiency/peak demand reduction rider for months (not to exceed 24 months). (Attach calculations showing how this time period was determined.)
		OR
		A commitment payment valued at no more than \$ (Attach documentation and calculations showing how this payment amount was determined.)

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Ongoing exemption from payment of the electric utility's energy efficiency/peak demand reduction rider for an initial period of 24 months because this program is part of the customer's ongoing efficiency program. (Attach documentation that establishes the ongoing nature of the program.) In order to continue the exemption beyond the initial 24 month period, the customer will need to provide a future application establishing additional energy savings and the continuance of the organization's energy efficiency program.)

Section 6: Cost Effectiveness

OR

The program is cost effective because it has a benefit/cost ratio greater than 1 using the (choose which applies): Total Resource Cost (TRC) Test. The calculated TRC value is: (Continue to Subsection 1, then skip Subsection 2) Utility Cost Test (UCT). The calculated UCT value is: See Exhibit 3 (Skip to Subsection 2.) Subsection 1: TRC Test Used (please fill in all blanks). The TRC value of the program is calculated by dividing the value of our avoided supply costs (generation capacity, energy, and any transmission or distribution) by the sum of our program overhead and installation costs and any incremental measure costs paid by either the customer or the electric utility. The electric utility's avoided supply costs were _____. Our program costs were _____. The incremental measure costs were _____.

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Subsection 2: UCT Used (please fill in all blanks).

We calculated the UCT value of our program by dividing the value of our avoided supply costs (capacity and energy) by the costs to our electric utility (including administrative costs and incentives paid or rider exemption costs) to obtain our commitment.

Our avoided supply costs were **See Exhibit 3**

The utility's program costs were **See Exhibit 3**

The utility's incentive costs/rebate costs were **See Exhibit 3**

Section 7: Additional Information

Please attach the following supporting documentation to this application:

- Narrative description of the program including, but not limited to, make, model, and year of any installed and replaced equipment.
- A copy of the formal declaration or agreement that commits the program or measure to the electric utility, including:
 - 1) any confidentiality requirements associated with the agreement;
 - 2) a description of any consequences of noncompliance with the terms of the commitment;
 - 3) a description of coordination requirements between the customer and the electric utility with regard to peak demand reduction;
 - 4) permission by the customer to the electric utility and Commission staff and consultants to measure and verify energy savings and/or peak-demand reductions resulting from your program; and,
 - 5) a commitment by the customer to provide an annual report on your energy savings and electric utility peak-demand reductions achieved.
- A description of all methodologies, protocols, and practices used or proposed to be used in measuring and verifying program results. Additionally, identify and explain all deviations from any program measurement and verification guidelines that may be published by the Commission.

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Ohio | Public Utilities Commission

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

1,000			Commi	1921011	Reduction P	rograms
			#		(Mercantile Cust	tomers Only)
Case	No.:	12 0016	-EL-EEC			
State	of Ohio:					
	Matt S	mith				
	, Affiant	, being d	uly sworn accord	ding to law, de	poses and says that:	
1.	I am the	duly au	thorized represe	ntative of:		
	E	3ath & Bo	dy Works, LLC.			
	[ins	ert custom	er or EDU compan	y name and any aj	oplicable name(s) doing busines	ss as]
2.	includin persons	ig any ex immed	hibits and attach	iments. Based in ole for obtain	on contained in the foregon upon my examination and ling the information co e, accurate and complete.	inquiry of those
3.		2921.11			imposed under Ohio Revi nd 4903.99 for submitting	
	m 11	211				
Ci an ai	1/605	MA TO T				
Signal	ture of Afi	nant & 1	itie			
Sworn	and subse	cribed be	fore me this	1 <u>9</u> day of	November, 201,	_Month/Year
Signat	LlA ure of offi	cial adm	inistering oath		Graldine Print Name and Title	DePelma
Му сол	mmission	expires (on <u>4/14/</u>	12		

Revised October 28th, 2010

FE Rev 4.25.11

COMMONWEALTH OF SEAL VLVANIA

NOTARILL SEAL
GERALDINE DEPALMA, Notary Fublic
Upper Moreland Two. Montgomery County
My Commission Expires April 14, 2012

LULY
MY COMMISSION EXPIRES APRIL 14, 2012

RWW ID#	Limited #	Address	City	State	Zip	OpCo	ISD	Docket #	Invoice Date	Proj Costs	kWh Reduction	Demand Savings	Eligible Rebate
29876	14200286	4314 MILAN ROAD	SANDUSKY	ОН	44870	Ohio Edison	1/5/2010	12-0016	11/3/2009	\$14,190.25	21394	6	\$802.00
29895	14200914	3265 W MARKET STREET SPACE 150A	AKRON	ОН	44333	Ohio Edison	4/1/2010	12-0016	5/17/2010	\$23,700.75	22655	7	\$850.00
											44049	13	\$1,652.00

Site Address: Bath & Body Works #14200914

Principal Address: 3265 W. Market Street Space 150A

What date would you have replaced your

equipment if you had not replaced it early? Please describe the less efficient new Also, please explain briefly how you Project Narrative description of your program including, but not limited to, Description of methodologies, protocols and practices equipment that you rejected in favor of make, model, and year of any installed and replaced equipment: determined this future replacement date. **Project Name** used in measuring and verifying project results the more efficient new equipment. No. New construction lighting for bath & body works including, 32-watt T8's; 35W Halogen Incandescents; 25-watt 3-feet T8's; and 39-Watt Metal Halides. Client opted for more efficient T8 Lighting as opposed to T12 lighting. Bath & Body Works #14200286 See Lighting Worksheet

Docket No. 12-0016

Site: 3265 W. Market Street Space 150A

Customer Legal Entity Name: Bath & Body Works LLC.

Site Address: Bath & Body Works #14200914

Principal Address: 3265 W. Market Street Space 150A

Weather Adjusted Usage

Eliaible

B....

Unadjusted We Usage, kwh (A) Us

Weather Adjusted Usage, kwh (B) with Energy Efficiency Addbacks, kwh (c) Note 1

2010 72,628 72,628 94,042

Average 72,628 72,628 94,042

Project Number	Project Name	In-Service Date	Project Cost \$	50% of Project Cost \$	KWh Saved/Year (D) counting towards utility compliance	KWh Saved/Year (E) eligible for incentive	Utility Peak Demand Reduction Contribution, KW (F)	Prescriptive Rebate Amount (G) \$	Rebate Amount (H) \$ Note 2
1	Bath & Body Works #14200286	01/21/2010	\$23,701	\$11,850	22,655	22,655	7	\$1,133	\$850
					-	-	-		
					-	-	-		
					-		-		
					-	-	-		
					-		-		
		Total	\$23,701		22,655	22,655	7	\$1,133	\$850

Docket No. 12-0016

Site: 3265 W. Market Street Space 150A

Notes

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

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



Exhibit 3 Utility Cost Test

UCT = Utility Avoided Costs / Utility Costs

Project	Total Annual Savings, MWh	Utility Avoided Cost \$/MWh	I U1	tility Avoided Cost \$	U	tility Cost \$	Cash Rebate \$	Administrator Variable Fee \$	Total U Cos \$	•	UCT
	(A)	(B)		(C)		(D)	(E)	(F)	(G)		(H)
1	23	\$ 308	\$	6,984	\$	3,546	\$850		\$ 4	,396	1.6

Total	23	\$	308	6.984	3.546	\$850	\$0	4.396	1.6
		Τ		0,00.	-,	7000	Ψ-	-,	

Notes

- (A) From Exhibit 2, = kWh saved / 1000
- (B) This value represents avoided energy costs (wholesale energy prices) from the Department of Energy, Energy Information Administration's 2009 Annual Energy Outlook (AEO) low oil prices case. The AEO represents a national average energy price, so for a better representation of the energy price that Ohio customers would see, a Cinergy Hub equivalent price was derived by applying a ratio based on three years of historic national average and Cinergy Hub prices. This value is consistent with avoided cost assumptions used in EE&PDR Program Portfolio and Initial Benchmark Report, filed Dec 15, 2009 (See Section 8.1, paragraph a).
- (C) = (A) * (B)
- (D) Represents the utility's costs incurred for self-directed mercantile applications for applications filed and applications in progress. Includes incremental costs of legal fees, fixed administrative expenses, etc.
- (E) This is the amount of the cash rebate paid to the customer for this project.
- (F) Based on approximate Administrator's variable compensation for purposes of calculating the UCT, actual compensation may be less.
- (G) = (D) + (E) + (F)
- (H) = (C) / (G)

Bath & Body Works LLC. \sim Bath & Body Works #14200914 Docket No. 12-0016

Site: 3265 W. Market Street Space 150A

Lighting Inventory Form

 Applicant Name:
 Bath & Body Works #14200914

 Facility Name:
 Bath & Body Works #14200914

 Date:
 11/9/2011

Instructions: Please use one line for each fixture type in a room or area

For existing or proposed control, choose OCC for Occupany Sensor, DAYLTG for photosensor, or NONE for none. Controls must save energy to qualify.

The total of Column S, the quantities of CFLs and exit signs in Column M, and the quantities of sensors in Column R, will be used to calculate your incentive on the NonStandard Lighting form.

				PROJECT B	BASIC INFORMATION			PRE-II	NSTALLATION					POST-INSTA	LLATION								Energy Calculations						Post Fixture
Line Buildin Item	Address	Floor	Area Description	Interior or Exterior Fixture	Predominant Space Type	Area Cooling	Pre Fixture Qty	Pre Fixture Code	Pre Watts / Fixture	Pre kW / Space	Existing Control	Existing Post Sensor Fixture Quantity Qty	Post Fixture Code	Post Watts/ Fixture (W)	Post kW / Space (kW)	Proposed Control	Sensor in	terior Change in Connected	Exterior Change in Connected Load	Applicant Coincidence	Coincidence Factor	Interactive Interactive Factor Factor	tive Pre Controls Pos or Factor Control gy) Factor	t Demand ols Savings	Applicant Equivalent	Prescribed Equivalent		Annual kWh A	Saved Number
									(W)	(kW)	drop down	Quantity Qty When applicable		(W)	(kW)	Please enter DAYLTG, OCC or NONE.		(W) excluding	Load (kW) (kW)	(CF)		(demand) (energ	gy) Fact	or (kW)	Full Load Hours	Full Load Fix Hours	ture kWh Saved Saved Saved (excluding	h (CFL or LED exit signs	(Sensors only)
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			Office Restaurant		Restaurant - Fast Food	Uncooled space	5	F44ILL Example Cut Sheet 1	50	0.25	OCC	5 5	CFT55/1-BX Example Cut Sheet 2	25	0.13	DAYLTG	5		0.13	88%	88%	0470	30% 30% 30% 50%	5.70	8,760	4,156	208	040	194 1 260 1A
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4 W. Market 5 W. Market	Street Space Street Space	1	Sales Floor Sales Floor	Interior Interior	Retail - Small Retail - Small Retail - Small	Cooled Space Cooled Space Cooled Space	26 18	H100/1 F1.51SS	100 19	2.60 0.34	NONE NONE	26 18		35 8	0.91 0.14	NONE NONE		1.69 0.20			89% 89%	34% 129 34% 129		2.02 0.24		3,068 3,068	5,807 680		
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				BASIC INFORMATION			INSTALLATION					-INSTALLATIO								Energy Ca	culations						Post Fixt
	ine Building Address Floor em	Area Description	Interior or Exterior Fixture	Predominant Space Type	Area Cooling	Pre Fixture Code Oty	Pre Watts / Fixture (W)	Pre kW / Space (kW)	Existing Control drop down	Existing Post Sensor Fixture Quantity Qty	Post Fixture Code Post V Fixt (V	/atts/ Post ure Span /) (k	ace Contro W) Please en	d Proposed Sensor Quantity	Interior Change in Connected Change in Load Connected	Change in Connected Load	Applicant Coincidence Factor	Coincidence Factor	Interactive Factor (demand)	Interactive Pre Cont Factor Facto (energy)	rols Post Dem r Controls Savi Factor (k)	and Applicant ngs Equivalen V) Full Load	Prescribed Equivalent Full Load	Annual Interior Fixture kWh	Annual / Exterior Fixture kWh (nnual kWh Annu Saved S (CFL or LED (Se	Cut Shee Saved ensors only)
Column										When applicable			NONE.	When applicable	(kW) excluding Load (kW) CFLs or Exit excluding CF Signs or Exit Sign	(kW) FLs CFL or LED exit sign	(CF) Estimate					Hours (EFLH) Estimate	Hours	Saved (excluding CFLs or Exit	Saved (excluding CFLs or Exit	exit signs o only)	nly)
Column																								Signs)	Signs)		
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Liahtina Fa

					PR	OJECT BASIC	CINFORMATION			PRE-II	NSTALLATION	l					POST-INSTA	LLATION									Energy	y Calculations							Post
Line Item	Building	g Address	Floor	Area Descripti	on Interior or Ex Fixture		Predominant Space Type	Area Cooling	Pre Fixture Qty	Pre Fixture Code	Pre Watts / Fixture (W)	Pre kW / Space (kW)	Existing Control drop down	Existing Sensor Quantity When applicable	Post I Fixture Qty	Post Fixture Code	Post Watts/ Fixture (W)	Post kW / Space (kW)	Proposed Control Please enter DAYLTG, OCC or NONE.	Proposed Sensor Quantity When applicable	Interior Change in Connected Load (kW) excluding CFLs or Exit Signs	Exterior Change in Connected Load (kW) excluding CFLs or Exit Signs	Change in Connected Load (kW) CFL or LED exit sign	Applicant Coincidence Factor (CF) Estimate	Coincidence Factor	Interactive I Factor (demand)	teractive Pre (Factor F. energy)	Controls Pos actor Contro Facto	Demand ols Savings or (kW)	d Applicant s Equivalent Full Load Hours (EFLH) Estimate	Prescribed Equivalent Full Load Hours	Annual Interior Fixture kWh Saved (excluding CFLs or Exit Signs)	Annual Exterior Fixture kWh Saved (excluding CFLs or Exit Signs)	Annual kWh Saved (CFL or LED exit signs only)	Annual kWh Saved (Sensors only)
247													NONE						NONE																
248													NONE NONE						NONE																
250													NONE						NONE																
Totals									142	J		11.07			142			4.48			6.59	6.59			_				7.86			22,655	22,6	5	

Note: If your total change in connected load is greater than or equal to 50 kW the cell above will be red. Please see row 4 on the Instructions tab for information on adjusting the predominant space type to "Other" and estimating CF and EFLH values.

Project Estimated Annual
Savings Summary

Estimated Annual kWh Savings	22,655
Total Change in Connected Load	6.59

Annual Estimated Cost Savings	\$2,265.50
Annual Operating Hours	3,068

Interior Lighting Incentive @ \$0.05/kWh (excluding CFLs, sensors, or LED exit signs)	\$1,132.75
Exterior Lighting Incentive @ \$0.50/W (excluding CFLs, sensors, or LED exit signs)	\$0.00
Total CFL Incentive @ \$1/screw-in CFL lamp; \$15/hard-wired CFL lamp (includes all CFLs, both interior and exterior)	\$0.00
Total LED Exit Incentive @ \$10/exit sign	\$0.00
Total Lighting Controls Incentive @ \$25/sensor (includes all Lighting Controls, both interior and exterior)	\$0.00

Total Calculated Incentive	\$1,132.75
Total Fixture Quantity excluding CFLs and LED Exit Sign	142
Total Lamp Quantity for Screw-In CFLs	0
Total Lamp Quantity for Hard-Wired CFLs	0
Total Fixture Quantity for LED Exit Signs	0
Total Quantity for Occupancy Sensors	0
Total Quantity for Daylight Sensors	0

Please briefly describe how you estimated your coincidence factor (CF) for facility type "Other" indicated on the Lighting Form tab

Demand Savings (For Internal Use Only)	7.86
---	------

Site Address: Bath & Body Works #14200286

What date would you have replaced your

Principal Address: 4314 Milan Road

Project No.	Project Name	Narrative description of your program including, but not limited to, make, model, and year of any installed and replaced equipment:	Description of methodologies, protocols and practices used in measuring and verifying project results	equipment if you had not replaced it early? Also, please explain briefly how you determined this future replacement date.	Please describe the less efficient new equipment that you rejected in favor of the more efficient new equipment.
1	Bath & Body Works #14200286	New construction lighting for bath & body works including, 32-watt T8's; 35W Halogen Incandescents; 25-watt 3-feet T8's; and 39-Watt Metal Halides.	See Lighting Worksheet	N/A	Client opted for more efficient T8 Lighting as opposed to T12 lighting.

Docket No. 12-0016 Site: 4314 Milan Road Customer Legal Entity Name: Bath & Body Works LLC.

2010

Site Address: Bath & Body Works #14200286

Principal Address: 4314 Milan Road

Unadjusted Usage, kwh (A)

Usage, kwh (B)

Weather Adjusted With Energy Efficiency Addbacks, kwh (c)

Note 1

80,520

80,520

Weather Adjusted Usage with Energy Efficiency Addbacks, kwh (c)

Note 1

Average 80,520 80,520 100,742

Project Number	Project Name	In-Service Date	Project Cost \$	50% of Project Cost \$	KWh Saved/Year (D) counting towards utility compliance	KWh Saved/Year (E) eligible for incentive	Utility Peak Demand Reduction Contribution, KW (F)	Prescriptive Rebate Amount (G) \$	Rebate Amount (H) \$ Note 2
1	Bath & Body Works #14200286	01/21/2010	\$14,190	\$7,095	21,394	21,394	6	\$1,070	\$802
					-	-	-		
							-		
					-	-	-		
							-		
					-	-	-		
					-		-		
		Total	\$14,190		21,394	21,394	6	\$1,070	\$802

Eliaible

B....

Docket No. 12-0016 Site: 4314 Milan Road

Notes

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

⁽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.



Exhibit 3 Utility Cost Test

UCT = Utility Avoided Costs / Utility Costs

Project	Total Annual Savings, MWh	Utility Avoided Cost \$/MWh	Utility Avoided Cost \$	Utility Cost \$	Cash Rebate \$	Administrator Variable Fee \$	Total Utility Cost \$	UCT
-	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1	21	\$ 308	\$ 6,595	\$ 3,546	\$802		\$ 4,348	1.5

Total 2:	1 9	\$ 308	6,595	3,546	\$802	\$0	4,348	1.5

Notes

- (A) From Exhibit 2, = kWh saved / 1000
- (B) This value represents avoided energy costs (wholesale energy prices) from the Department of Energy, Energy Information Administration's 2009 Annual Energy Outlook (AEO) low oil prices case. The AEO represents a national average energy price, so for a better representation of the energy price that Ohio customers would see, a Cinergy Hub equivalent price was derived by applying a ratio based on three years of historic national average and Cinergy Hub prices. This value is consistent with avoided cost assumptions used in EE&PDR Program Portfolio and Initial Benchmark Report, filed Dec 15, 2009 (See Section 8.1, paragraph a).
- (C) = (A) * (B)
- (D) Represents the utility's costs incurred for self-directed mercantile applications for applications filed and applications in progress. Includes incremental costs of legal fees, fixed administrative expenses, etc.
- (E) This is the amount of the cash rebate paid to the customer for this project.
- (F) Based on approximate Administrator's variable compensation for purposes of calculating the UCT, actual compensation may be less.
- (G) = (D) + (E) + (F)
- (H) = (C) / (G)

Bath & Body Works LLC. ~ Bath & Body Works #14200286 Docket No. 12-0016

Site: 4314 Milan Road

Lighting Inventory Form

 Applicant Name:
 Bath & Body Works #14200266

 Facility Name:
 Bath & Body Works #14200266

 Date:
 11/8/2011

Instructions: Please use one line for each fixture type in a room or area

For existing or proposed control, choose OCC for Occupany Sensor, DAYLTG for photosensor, or NONE for none. Controls must save energy to qualify.

The total of Column S, the quantities of CFLs and exit signs in Column M, and the quantities of sensors in Column R, will be used to calculate your incentive on the NonStandard Lighting form.

					BASIC INFORMATION				STALLATION					POST-INSTAL	LLATION								Energy Calculations						Post Fixture
Line I Item	Building Address	Floor	Area Description	Interior or Exterior Fixture	Predominant Space Type	Area Cooling	Pre Fixture Qty	Pre Fixture Code	Pre Watts / Fixture	Pre kW / Space	Existing Control	Existing Post Sensor Fixture Quantity Qty	Post Fixture Code	Post Watts/ Fixture (W)	Post kW / Space	Proposed Control	Proposed Interi Sensor in C	rior Change Connected C	Exterior Change in Connected Load	Applicant Coincidence	Coincidence Factor	Interactive Interactive Factor Factor	tive Pre Controls Post Factor Contro gy) Factor	Demand Savings	Applicant Equivalent	Prescribed Equivalent	Annual Ann Interior Exte	nual Annual kWh erior Saved	Annual kWh Cut Sheet Number
									(W)	(kW)	drop down	Quantity Qty When applicable		(W)	(kW)	Control Please enter DAYLTG, OCC or NONE.	When applicable (kW)	excluding L	Load (kW) (kW)	(CF)		(demand) (energ	gy) Facto	r (kW)	Full Load Hours	Full Load F Hours	ixture kWh Fixture Saved Sav	ve kWh (CFL or LED exit signs only) or Exit	O (Sensors only)
																NONE.	CFI	Ls or Exit exc	cluding CFLs CFL or LED exit Sign	Estimate					Hours (EFLH) Estimate	C	(excluding (exclu FLs or Exit CFLs of	iding only) or Exit	
																											Signs) Sig	ns)	
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e.g. e.g.	Example	1	Office Restaurant	Interior Exterior	Office - Small Restaurant - Fast Food	Cooled Space Uncooled space	5	F44ILL Example Cut Sheet 1	112 50	0.34	OCC	5 5	CFT55/1-BX Example Cut Sheet 2	56 25	0.17	DAYLTG	5		0.17	84% 88%	84% 88%	34% 12%	30% 30% 30% 50%	0.19	2,808 8,760	3,435 4,156	20	18	194 1 260 1A
1	4314 Milan Road	1	Sales Floor	Interior	Retail - Small Retail - Small	Cooled Space Cooled Space	16	F41SS	57 100	0.91	NONE	16	F41LL H35/1	32	0.51	NONE		0.40 5.46			89%	34% 12% 34% 12%		0.48		3,068 3,068	1,374		
3	4314 Milan Road 4314 Milan Road	1 1	Sales Floor Sales Floor Sales Floor Sales Floor Sales Floor	Interior Interior	Retail - Small Retail - Small	Cooled Space Cooled Space	84 2	I100/1 MH70/1	100 95	8.40 0.19	NONE	84 2		35 44	2.94 0.09	NONE NONE		5.46 0.10			89% 89%	34% 12% 34% 12%		6.51 0.12		3,068 3,068	18,761 350		
4	4314 Milan Road	1 1	Sales Floor	Interior	Retail - Small Retail - Small	Cooled Space Cooled Space Cooled Space	4 16	F31SS F1.51SS	46	0.18	NONE NONE	4 16	F31LL Cut Sheet 1	24 8	0.10 0.13	NONE NONE		0.09 0.18			89%	34% 12% 34% 12%	,	0.10 0.21		3,068 3,068	302		
6 7	4314 Willdi Nodu		Sales Flour	Interior	netaii - Siridii	Cooled Space	16	F1.5155	19	0.30	NONE	16	Cut Sileet 1	0	0.13	NONE		0.16			03%	34% 12%	,	0.21		3,000	605		
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	ine Building Address Floor em	Area Description	Interior or Exterior Fixture	Predominant Space Type	Area Cooling	Pre Fixture Code Oty	Pre Watts / Fixture (W)	Pre kW / Space (kW)	Existing Control drop down	Existing Post Sensor Fixture Quantity Qty	Post Fixture Code Post V Fixt (V	/atts/ Post ure Span /) (k	ace Contro W) Please en	d Proposed Sensor Quantity	Interior Change in Connected Change in Load Connected	Change in Connected Load	Applicant Coincidence Factor	Coincidence Factor	Interactive Factor (demand)	Interactive Pre Cont Factor Facto (energy)	rols Post Dem r Controls Savi Factor (k)	and Applicant ngs Equivalen V) Full Load	Prescribed Equivalent Full Load	Annual Interior Fixture kWh	Annual / Exterior Fixture kWh (nnual kWh Annu Saved S (CFL or LED (Se	Cut Shee Saved ensors only)
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Lighting For

		PROJECT BASI	C INFORMATION			PRE-I	INSTALLATION						POST-INSTA	LLATION										Energy Calcu	ılations								Post
ne Building Address	Floor Area Description	Interior or Exterior	Predominant Space Type	Area Cooling	Pre Fixture	Pre Fixture Code	Pre Watts /	Pre kW /	Existing	Existing	Post	Post Fixture Code	Post Watts/	Post kW /	Proposed	Proposed	Interior Chang	e Exterior	Change in	Applicant	Coincidence	Interactive	Interactive	Pre Contro	Is Post	Demand	Applicant	Prescribed	Annual	Annual	Annual kW	h Annual k	.Wh Cut
em		Fixture			Qty		Fixture	Space	Control	Sensor	Fixture		Fixture	Space	Control	Sensor	in Connected	Change in	Connected	Coincidence	Factor	Factor	Factor	Factor	Controls	Savings	Equivalent	Equivalent	Interior	Exterior	Saved	Saved	, Nu
							(W)	(kW)	drop down	Quantity	Qty		(W)	(kW)	Please enter	Quantity	Load	Connected	Load	Factor		(demand)	(energy)		Factor	(kW)	Full Load	Full Load	Fixture kWh	Fixture kWh	(CFL or LED	D (Sensor	rs
										When applicable					DAYLTG, OCC or NONE.	When applicable	(kW) excluding	g Load (kW)	(kW)	(CF)							Hours	Hours	Saved	Saved	exit signs	only)	
																	CFLs or Exit	excluding CFL	s CFL or LED								(EFLH) Estimate	4 7	(excluding	(excluding	only)	4	
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						_			_	-								6.23									-	7	-	21.7	194	-	

Note: If your total change in connected load is greater than or equal to 50 kW the cell above will be red. Please see row 4 on the Instructions tab for information on adjusting the predominant space type to "Other" and estimating CF and EFLH values.

Project Estimated Annual
Savings Summary

Estimated Annual kWh Savings	21,394
Total Change in Connected Load	6.23

Annual Estimated Cost Savings	\$2,139.40
Annual Operating Hours	3,068

Interior Lighting Incentive @ \$0.05/kWh (excluding CFLs, sensors, or LED exit signs)	\$1,069.70
Exterior Lighting Incentive @ \$0.50/W (excluding CFLs, sensors, or LED exit signs)	\$0.00
Total CFL Incentive @ \$1/screw-in CFL lamp; \$15/hard-wired CFL lamp (includes all CFLs, both interior and exterior)	\$0.00
Total LED Exit Incentive @ \$10/exit sign	\$0.00
Total Lighting Controls Incentive @ \$25/sensor (includes all Lighting Controls, both interior and exterior)	\$0.00

Total Calculated Incentive	\$1,069.70
Total Fixture Quantity excluding CFLs a LED Exit Sign	122
Total Lamp Quantity for Screw-In CFLs	0
Total Lamp Quantity for Hard-Wired CF	Ls 0
Total Fixture Quantity for LED Exit Sign	s 0
Total Quantity for Occupancy Sensors	0
Total Quantity for Daylight Sensors	0

Please briefly describe how you estimated your coincidence factor (CF) for facility type "Other" indicated on the Lighting Form tab

Demand Savings (For Internal Use Only)	7.43
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Mercantile Customer Project Commitment Agreement <u>Cash Rebate Option</u>

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 Bath & Body Works, LLC., Taxpayer ID No.52-2455381 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 believes that it 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 A (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").

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:

- 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, 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. 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:

- 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 and Annual Report. Upon Commission approval of the Joint Application, Customer shall provide Company with a W-9 tax form, which shall at a minimum include Customer's tax identification number. Within the greater of 90 days of the Commission's approval of the Joint Application or the completion of the Customer Energy Project, the Company

will issue to the Customer the Cash Rebate in the amount set forth in the Commission's Finding and Order approving the Joint Application.

- a. Customer acknowledges: i) that the Company will cap the Cash Rebate at the lesser of 50% of Customer Energy Project(s) costs or \$250,000; ii) the maximum rebate that the Customer may receive per year is \$500,000 per Taxpayer Identification Number per utility service territory; and iii) if the Customer Energy Project qualifies for a rebate program approved by the Commission and offered by the Company, Customer may still elect to file such project under the Company's mercantile customer self direct program, however the Case 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:
 - Customer's failure to comply with the terms and conditions set forth in the Agreement, or its equivalent, within a reasonable period of time after receipt of written notice of such non-compliance;
 - ii. Customer knowingly falsifying any documents provided to the Company or the Commission in connection with this Agreement or the Joint Application.
- c. In the event of a breach of this Agreement by the Customer, Customer agrees and acknowledges that it will repay to the Company, within 90 days of receipt of written notice of said breach, the full amount of the Cash Rebate paid under this Agreement. This remedy is in addition to any and all other remedies available to the Company by law or equity.
- 4. Termination of Agreement. This Agreement shall automatically terminate:
 - a. If the Commission fails to approve the Joint Agreement;
 - b. Upon order of the Commission; or
 - c. At the end of the life of the last Customer Energy Project subject to this Agreement.

Customer shall also have an option to terminate this Agreement should the Commission not approve the Customer's Cash Rebate, provided that Customer provides the Company with written notice of such termination within ten days of either the Commission issuing a final appealable order or the Ohio Supreme Court issuing its opinion should the matter be appealed.

- 5. Confidentiality. Each Party shall hold in confidence and not release or disclose to any person any document or information furnished by the other Party in connection with this Agreement that is designated as confidential and proprietary ("Confidential Information"), unless: (i) compelled to disclose such document or information by judicial, regulatory or administrative process or other provisions of law; (ii) such document or information is generally available to the public; or (iii) such document or information was available to the receiving Party on a non-confidential basis at the time of disclosure.
 - a. Notwithstanding the above, a Party may disclose to its employees, directors, attorneys, consultants and agents all documents and information furnished by the other Party in connection with this Agreement, provided that such employees, directors, attorneys, consultants and agents have been advised of the confidential nature of this information and through such disclosure are deemed to be bound by the terms set forth herein.

- b. A Party receiving such Confidential Information shall protect it with the same standard of care as its own confidential or proprietary information.
- c. A Party receiving notice or otherwise concluding that Confidential Information furnished by the other Party in connection with this Agreement is being sought under any provision of law, to the extent it is permitted to do so under any applicable law, shall endeavor to: (i) promptly notify the other Party; and (ii) use reasonable efforts in cooperation with the other Party to seek confidential treatment of such Confidential Information, including without limitation, the filing of such information under a valid protective order.
- d. By executing this Agreement, Customer hereby acknowledges and agrees that Company may disclose to the Commission or its Staff any and all Customer information, including Confidential Information, related to a Customer Energy Project, provided that Company uses reasonable efforts to seek confidential treatment of the same.
- 6. Taxes. Customer shall be responsible for all tax consequences (if any) arising from the payment of the Cash Rebate.
- 7. Notices. Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement must be in writing and must be delivered or sent by overnight express mail, courier service, electronic mail or facsimile transmission addressed as follows:

If to the Company:

FirstEnergy Service Company 76 South Main Street Akron, OH 44308 Attn: Victoria Nofziger Telephone: 330-384-4684

Fax: 330-761-4281

Email: vmnofziger@firstenergycorp.com

If to the Customer:

Bath & Body Works, LLC.
7 Limited Parkway
Reynoldsburg, OH 43068
Matt Smith
(614) 415-1797
msmith@limitedbrands.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.

Bath & Body Works, LLC.
(Customer)

By: Math Smith

By: Manager of Energy Services

Title: Manager of Energy Services

Date: 11-8-11

Date: 9-()-(2

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 12-0016-EL-EEC

Summary: Application to Commit Energy Efficiency/Peak Demand Reduction Programs of Ohio Edison Company and Bath & Body Works, LLC. electronically filed by Ms. Jennifer M. Sybyl on behalf of Ohio Edison Company and Bath & Body Works, LLC.