



Case No.: ____-____-EL-EEC

Mercantile Customer: **Westin Cincinnati**

Electric Utility: **Duke Energy**

Program Title or
Description: **Chiller Tune-ups and Chillers**

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

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

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

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

Section 1: Mercantile Customer Information

Name: **Westin Cincinnati**

Principal address: **21 East 5th Street, Cincinnati Ohio 45202**

Address of facility for which this energy efficiency program applies:

21 East 5th Street, Cincinnati Ohio 45202

Name and telephone number for responses to questions:

Grady Reid, Jr. 513-287-1038

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

- The customer uses more than seven hundred thousand kilowatt hours per year at the above facility. (Attachment 1 - Appendix 1).**
- 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: **Duke Energy**

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

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

Section 3: Energy Efficiency Programs

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

- Early replacement of fully functioning equipment with new equipment. (Provide the date on which the customer replaced fully functioning equipment, and the date on which the customer would have replaced such equipment if it had not been replaced early. Please include a brief explanation for how the customer determined this future replacement date (or, if not known, please explain why this is not known)).
- 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): 2008.**
- ✓ **Behavioral or operational improvement.**

B) Energy savings achieved/to be achieved by the energy efficiency program:

- 1) If you checked the box indicating that the project involves the early replacement of fully functioning equipment replaced with new equipment, then calculate the annual savings [(kWh used by the original equipment) - (kWh used by new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: _____kWh

- 2) If you checked the box indicating that the customer installed new equipment to replace equipment that needed to be replaced, then calculate the annual savings [(kWh used by less efficient new equipment) - (kWh used by the higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:

Annual savings: _____kWh

Please describe any less efficient new equipment that was rejected in favor of the more efficient new equipment.

- 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:

C h i l l e r - 133,920 kWh gross with losses (Attachment 1 - Appendix 2)

Please describe the less efficient new equipment that was rejected in favor of the more efficient new equipment.

- 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.
Annual savings calculated using deemed energy savings values. (Attachment 1 - Appendix 3)

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?
2008 - Chiller, 2009 - 2010 Chiller Tune-ups
- C) What is the peak demand reduction achieved or capable of being achieved (show calculations through which this was determined):
50 KW - Chiller (Attachment 1 - Appendix 2)
40 KW - Chiller Tune-ups (Attachment 1 - Appendix 3)

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

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

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

A) The customer is applying for:

Option 1: A cash rebate reasonable arrangement.

OR

Option 2: An exemption from the energy efficiency cost recovery mechanism implemented by the electric utility.

OR

Commitment payment

B) The value of the option that the customer is seeking is:

Option 1: A cash rebate reasonable arrangement, which is the lesser of (show both amounts):

A cash rebate of **\$9500.00 (Attachment 1 - Appendix 4)**. (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.)

OR

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

Section 6: Cost Effectiveness

The program is cost effective because it has a benefit/cost ratio greater than 1 using the (choose which applies):

- Total Resource Cost (TRC) Test. The calculated TRC value is: _____
(Continue to Subsection 1, then skip Subsection 2)
- ✓ **Utility Cost Test (UCT). The calculated UCT value is:
(Attachment 1 - Appendix 5) (Skip to Subsection 2.)**

Subsection 1: TRC Test Used (please fill in all blanks).

The TRC value of the program is calculated by dividing the value of our avoided supply costs (generation capacity, energy, and any transmission or distribution) by the sum of our program overhead and installation costs and any incremental measure costs paid by either the customer or the electric utility.

The electric utility's avoided supply costs were \$_____.

Our program costs were \$_____.

The incremental measure costs were. \$_____.

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

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

Our avoided supply costs were \$117,000 (Attachment 1 - Appendix 6).

The utility's program costs were \$6,000 (Attachment 1 - Appendix 7).

The utility's incentive costs/rebate costs were \$9,500 (Attachment 1 - Appendix 4).

Section 7: Additional Information

Please attach the following supporting documentation to this application:

Narrative description of the program including, but not limited to, make, model, and year of any installed and replaced equipment.

A copy of the formal declaration or agreement that commits the program or measure to the electric utility, including:

- 1) any confidentiality requirements associated with the agreement;
- 2) a description of any consequences of noncompliance with the terms of the commitment;
- 3) a description of coordination requirements between the customer and the electric utility with regard to peak demand reduction;
- 4) permission by the customer to the electric utility and Commission staff and consultants to measure and verify energy savings and/or peak-demand reductions resulting from your program; and,
- 5) a commitment by the customer to provide an annual report on your energy savings and electric utility peak-demand reductions achieved.

A description of all methodologies, protocols, and practices used or proposed to be used in measuring and verifying program results. Additionally, identify and explain all deviations from any program measurement and verification guidelines that may be published by the Commission.



Public Utilities Commission

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

Case No.: ____-____-EL-EEC

State of _____:

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

1. I am the duly authorized representative of:

_____ [insert customer or EDU company name and any applicable name(s) doing business as]

2. I have personally examined all the information contained in the foregoing application, including any exhibits and attachments. Based upon my examination and inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete.

Signature of Affiant & Title

Sworn and subscribed before me this _____ day of _____, _____Month/Year

Signature of official administering oath

Print Name and Title

My commission expires on _____



DUKE ENERGY CORPORATION
Mercantile Self Direct Program
139 East Fourth Street
Cincinnati, OH 45202
513 629 5572 fax

December 16, 2011

Mr. Bob Petrey
Westin Cincinnati
21 East 5th Street
Cincinnati, Ohio 45202

Subject: Your Application for a Duke Energy Mercantile Self-Direct Rebate

Dear Mr. Petrey:

Thank you for your Duke Energy Mercantile Self Direct rebate application. As noted in the Energy Conservation Measure (ECM) chart on page two, a total rebate of \$4000.00 has been proposed for your chiller tune-up projects completed in the 2009 and 2010 calendar years. All Self Direct Rebates are contingent upon approval by the Public Utilities Commission of Ohio (PUCO).

At your earliest convenience, please indicate if you accept this rebate by

- providing your signature on page two
- completing the PUCO-required affidavit on page three.

Please return the documents to my attention via fax at 513-629-5572 or e-mail to SelfDirect@Duke-Energy.com. Upon receipt, Duke Energy will submit the necessary documentation to PUCO. Following PUCO's approval, Duke Energy will remit payment.

At Duke Energy, we value your business and look forward to working with you on this and future energy efficiency projects. We hope you will consider our Smart \$aver® incentives, when applicable. Please contact me if you have any questions.

Sincerely,

Grady Reid, Jr
Product Manager
Mercantile Self Direct Rebates

cc: Terry Holt, Duke Energy
Rob Jung, WECC
Tom Imhoff, Trane

Please indicate your response to this rebate offer within 30 days of receipt.

Rebate is accepted.

Rebate is declined.

By accepting this rebate, Westin Cincinnati affirms its intention to commit and integrate the energy efficiency projects listed on the following pages into Duke Energy's peak demand reduction, demand response and/or energy efficiency programs.

Additionally, Westin Cincinnati also agrees to serve as joint applicant in any future filings necessary to secure approval of this arrangement as required by PUCO and to comply with any information and reporting requirements imposed by rule or as part of that approval.

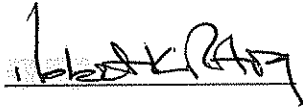
Finally, Westin Cincinnati affirms that all application information submitted to Duke Energy pursuant to this rebate offer is true and accurate. Information in question would include, but not be limited to, project scope, equipment specifications, equipment operational details, project costs, project completion dates, and the quantity of energy conservation measures installed.

If rebate is accepted, will you use the monies to fund future energy efficiency and/or demand reduction projects?

YES

NO

If rebate is declined, please indicate reason (optional):



Robert K Petrey

Dec. 16, 2011

Customer Signature

Printed Name

Date

Proposed Rebate Amounts

Measure ID	Energy Conservation Measure (ECM)	Proposed Rebate Amount
ECM-1	Water Cooled Chiller Tune Up – Year 2009	\$2000.00
ECM-2	Water Cooled Chiller Tune Up – Year 2010	\$2000.00
Total		\$4000.00



Public Utilities Commission

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

Case No.: ___ - ___ -EL-EEC

State of Ohio :

[Signature], Affiant, being duly sworn according to law, deposes and says that:

- 1. I am the duly authorized representative of: HST Lessee Cincinnati dba Westin Cincinnati [insert customer or EDU company name and any applicable name(s) doing business as]
2. I have personally examined all the information contained in the foregoing application, including any exhibits and attachments. Based upon my examination and inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete.
3. I am aware of fines and penalties which may be imposed under Ohio Revised Code Sections 2921.11, 2921.31, 4903.02, 4903.03, and 4903.99 for submitting false information.

[Signature] Chief Engineer
Signature of Affiant & Title

Sworn and subscribed before me this 19th day of December, 2011 Month/Year

[Signature]
Signature of official administering oath

Sheila M. Graf
Print Name and Title Notary Public

My commission expires on 11-21-2014



Sheila M. Graf
Notary Public, State of Ohio
My Commission Expires 11-21-2014



DUKE ENERGY CORPORATION
Mercantile Self Direct Program
139 East Fourth Street
Cincinnati, OH 45202
513 629 5572 fax

January 5, 2011

Mr. Bob Petrey
Westin Cincinnati
21 East 5th Street
Cincinnati, Ohio 45202

Subject: Your Application for a Duke Energy Mercantile Self-Direct Rebate

Dear Mr. Petrey:

Thank you for your Duke Energy Mercantile Self Direct rebate application. As noted in the Energy Conservation Measure (ECM) chart on page two, a total rebate of \$5500.00 has been proposed for your chiller project completed in the 2008 calendar year. All Self Direct Rebates are contingent upon approval by the Public Utilities Commission of Ohio (PUCO).

At your earliest convenience, please indicate if you accept this rebate by

- providing your signature on page two
- completing the PUCO-required affidavit on page three.

Please return the documents to my attention via fax at 513-629-5572 or e-mail to SelfDirect@Duke-Energy.com. Upon receipt, Duke Energy will submit the necessary documentation to PUCO. Following PUCO's approval, Duke Energy will remit payment.

At Duke Energy, we value your business and look forward to working with you on this and future energy efficiency projects. We hope you will consider our Smart \$aver® incentives, when applicable. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Grady Reid, Jr.'.

Grady Reid, Jr
Product Manager
Mercantile Self Direct Rebates

cc: Terry Holt, Duke Energy
Rob Jung, WECC
Tom Imhoff, Trane

Please indicate your response to this rebate offer within 30 days of receipt.

Rebate is accepted.

Rebate is declined.

By accepting this rebate, Westin Cincinnati affirms its intention to commit and integrate the energy efficiency projects listed on the following pages into Duke Energy's peak demand reduction, demand response and/or energy efficiency programs.

Additionally, Westin Cincinnati also agrees to serve as joint applicant in any future filings necessary to secure approval of this arrangement as required by PUCO and to comply with any information and reporting requirements imposed by rule or as part of that approval.

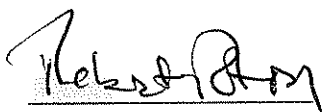
Finally, Westin Cincinnati affirms that all application information submitted to Duke Energy pursuant to this rebate offer is true and accurate. Information in question would include, but not be limited to, project scope, equipment specifications, equipment operational details, project costs, project completion dates, and the quantity of energy conservation measures installed.

If rebate is accepted, will you use the monies to fund future energy efficiency and/or demand reduction projects?

YES

NO

If rebate is declined, please indicate reason (optional):



Robert Petrey

1-6-2012

Customer Signature

Printed Name

Date

Proposed Rebate Amounts

Measure ID	Energy Conservation Measure (ECM)	Proposed Rebate Amount
ECM-1	Chiller-Water-Centri >300 - 0.58 with 0.41	\$5500.00
Total		\$5500.00



Public Utilities Commission

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

Case No.: ____-____-EL-EEC

State of Ohio :

[Signature] Affiant, being duly sworn according to law, deposes and says that:

- 1. I am the duly authorized representative of:
HST Lessee Cincinnati dba Westin Cincinnati
[insert customer or EDU company name and any applicable name(s) doing business as]
2. I have personally examined all the information contained in the foregoing application...
3. I am aware of fines and penalties which may be imposed under Ohio Revised Code Sections 2921.11, 2921.31, 4903.02, 4903.03, and 4903.99 for submitting false information.

[Signature] Chief Engineer
Signature of Affiant & Title

Sworn and subscribed before me this 6th day of January, 2012 Month/Year

[Signature]
Signature of official administering oath

Sheila M. Graf, Notary Public
Print Name and Title

My commission expires on 11-21-2014



Sheila M. Graf
Notary Public, State of Ohio
My Commission Expires 11-21-2014

Attachment 1 – Westin Cincinnati

Chiller and Chiller Tune-ups

Appendix 1 – Billing History

07800674 01

WESTIN HOTEL SERV 3
DIR 5TH ESEC VINE
CINCINNATI, OH
45202

Date	Days	Actual KWH
10/21/2011	29	762,916
9/22/2011	30	830,300
8/23/2011	29	917,020
7/25/2011	32	999,371
6/23/2011	30	900,375
5/24/2011	29	753,989
4/25/2011	32	778,868
3/24/2011	29	688,621
2/23/2011	29	723,322
1/25/2011	34	846,944
12/22/2010	33	839,335
11/19/2010	29	723,713

Total **9,764,774**

Appendix 2 – Annual kWh losses and annual KW losses (CHILLER)

Measure	Annual kWh Gross with losses	Upload Amount	TOTAL Annual kWh losses	KW Per Measure	Total KW Savings
Chiller-Water-Centri >300 - 0.58 with 0.41	133.92	1000	133,920	0.05	50

Appendix 3 – Annual kWh losses and annual KW losses (CHILLER – Tune-ups)

Measure	Annual kWh Gross with losses	Upload Amount	TOTAL Annual kWh losses	KW Per Measure	Total KW Savings
Thermal Storage - Water Cooled Chiller Tune Up	64.46	2000	128,920	0.02	40

Appendix 4 – Cash Rebate

Measure	Amount
Thermal Storage - Water Cooled Chiller Tune Up	\$4,000.00
Chiller-Water-Centri >300 - 0.58 with 0.41	\$5,500.00
Total	\$9,500.00

Appendix 5 – Utility Cost Test

Measure	UCT
Thermal Storage - Water Cooled Chiller Tune Up	64.46
Chiller-Water-Centri >300 - 0.58 with 0.41	11.11

Appendix 6 – Avoided Supply Costs

Measure	T&D	Production	Capacity	Qty	Total Avoided Costs
Thermal Storage - Water Cooled Chiller Tune Up	\$1	\$4	\$2	2000	\$14,000
Chiller-Water-Centri >300 - 0.58 with 0.41	\$11	\$57	\$35	1000	\$103,000
Total					\$117,000

Appendix – 7 Utility Program Costs

Measure	Qty	Admin Costs	Implementation Costs	Total Costs
Thermal Storage - Water Cooled Chiller Tune Up	2000	\$1	\$0	\$2,000
Chiller-Water-Centri >300 - 0.58 with 0.41	1000	\$3	\$1	\$4,000
Total				\$6,000



MERCANTILE SELF DIRECT Ohio Chiller Tune-up Service Application

Questions? Call 1-866-380-9580 or visit www.duke-energy.com.

Email the complete, signed application with all required documents to SelfDirect@duke-energy.com or fax to 513-419-5572.

Is this application: **NEW** (original) or **REVISED** (changes made to original application)

Building Type – Required (check one)		
<input type="checkbox"/> Data Centers	<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Office
<input type="checkbox"/> Education/K-12	<input type="checkbox"/> Healthcare	<input type="checkbox"/> Public Assembly
<input type="checkbox"/> Education Other	<input type="checkbox"/> Industrial	<input type="checkbox"/> Public Order/Safety
<input type="checkbox"/> Elder Care/Nursing Home	<input checked="" type="checkbox"/> Lodging	<input type="checkbox"/> Religious Worship/Church
<input type="checkbox"/> Food Sales/Grocery	<input type="checkbox"/> Retail (Small Box)	<input type="checkbox"/> Service
<input type="checkbox"/> Fast Food Restaurant	<input type="checkbox"/> Retail (Big Box)	<input type="checkbox"/> Warehouse
<input type="checkbox"/> Other:		
How did you hear about the program? (check one)		
<input checked="" type="checkbox"/> Duke Energy Representative	<input type="checkbox"/> Web Site	<input type="checkbox"/> Radio
<input type="checkbox"/> Contractor / Vendor	<input type="checkbox"/> Other _____	

Please check each box to indicate completion of the following program requirements:

<input checked="" type="checkbox"/> All sections of application	<input checked="" type="checkbox"/> Invoice with make, model number, quantity and equipment manufacturer	<input checked="" type="checkbox"/> Tax ID number for payee	<input checked="" type="checkbox"/> Customer/vendor agree to Terms and Conditions
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Customer Information					
Customer/Business	Westin Cincinnati	Contact	Bob Petrey		
Phone	513-852-2710	Account Number	07800674-01		
Street Address (Where incentive should be mailed)	21 East 5 th Street				
City	Cincinnati	State	Ohio	Zip Code	45202
Installation Street Address	21 East 5 th Street				
City	Cincinnati	State	Ohio	Zip Code	45202
E-mail Address	bob.petrey@westin.com				

**Failure to provide the account number associated with the location where the installation took place will result in rejection of the application.*

Vendor Information					
Vendor	Trane	Contact	Tom Imhoff		
Phone	513-771-8884	Fax	513-772-7281		
Street Address	10300 Springfield Pike				
City	Cincinnati	State	Ohio	Zip Code	45215
E-mail Address	wimhoff@trane.com				

If Duke Energy has questions about this application, who should we contact? Customer Vendor

Payment Information		
Who should receive incentive payment?	<input checked="" type="checkbox"/> Customer	<input type="checkbox"/> Vendor (Customer must sign below)
I hereby authorize payment of incentive directly to the vendor:	Customer Signature (written signature)	
	Date	11/17/11
Provide Tax ID Number for Payee	Customer Tax ID #	26-1479609
	Vendor Tax ID #	

Terms and Conditions			
I have read and hereby agree to the Terms & Conditions and Program Requirements.			
Customer Signature		Vendor Signature	
Date	11/17/11	Date	
Title	Chief Engineer	Title	

Incentives are subject to change and may be discontinued at the sole discretion of Duke Energy. Equipment must be installed and operable to be eligible for incentives. As Federal Energy Policy Law changes, equipment efficiency requirements are subject to change.

Air Cooled and Water Cooled Chiller Tune-ups						
Manufacturer and Model #	# of Units	Tons Per unit*	Total Project Cost	Current Service Date	Previous Service Date	Total Incentive
Trane-CVHF058FA3M0ACM2706QBE6NBC (CVHF0570)	2	500	\$8,500.00	Annual	2/6/09	\$4,000.00
Trane-CVHF058FA3M0ACM2706QBE6NBC (CVHF0570)	2	500	\$8,500.00	Annual	2/4/10	\$4,000.00

*Provide manufacturer's spec sheet documenting the size of the unit

To Calculate your tune-up incentive*:	
A. Add up equipment capacity of all units serviced (in tons) and multiply by \$2/ton =	\$4,000.00
B. Cost of service = \$17,000.00 x 50% of total service cost =	\$8,500.00
Total Incentive (lesser amount of row A or row B)=	\$4,000.00

*Incentives cannot exceed 50% of total service invoice (external labor and equipment).

Service Requirements:

1. This incentive is available only once per unit in a 12 month period.
2. An individual chiller is considered one unit.
3. Copy of paid invoice must be included with this application
4. Self serviced (internal) labor should not be included as part of the total service cost. Only external labor will be considered as part of the total service invoice.
5. Cooling service must include the following normal maintenance items (please check if completed):

<input type="checkbox"/> Air cooled condenser coil cleaning	<input checked="" type="checkbox"/> Compressor amp draw	<input checked="" type="checkbox"/> Low Pressure controls
<input checked="" type="checkbox"/> System Pressure check and adjust	<input checked="" type="checkbox"/> Supply motor amp draw	<input checked="" type="checkbox"/> High Pressure controls
<input checked="" type="checkbox"/> Filter inspect or replace	<input checked="" type="checkbox"/> Condenser fan(s) amp draw	<input checked="" type="checkbox"/> Crankcase heater operation
<input type="checkbox"/> Belt inspect or replace	<input checked="" type="checkbox"/> Liquid line temperature	<input checked="" type="checkbox"/> Water cooled chiller condenser tube cleaning
<input checked="" type="checkbox"/> Contactors condition	<input checked="" type="checkbox"/> Suction pressure & temperature	<input type="checkbox"/> Water cooled chiller evaporator tube cleaning
<input type="checkbox"/> Evaporator condition	<input checked="" type="checkbox"/> Oil level & pressure	

Incentive Eligibility

- Incentives are only available to customers on Duke Energy Ohio non-residential rate.
- Duke Energy Customers who purchase electric generation from an alternative supplier are eligible to participate.
- Incentive will not be paid until eligible equipment has been installed, is available to operate, and verification has been completed by Duke Energy staff as noted in the Term & Conditions stated below.
- Duke Energy reserves the right to revise incentive levels and/or qualifying efficiency levels at anytime.
- Customer may assign the incentive to the vendor who installed/supplied the equipment. The customer's signature is required in the appropriate places on this form to assign the incentive to the vendor. Customer agrees that such an action constitutes an irrevocable assignment of the incentive. This assigned incentive must reduce the purchase price paid for the equipment by an equivalent amount.
- Any equipment which, either separately or as part of a project, has or will receive an incentive from any other Duke Energy program
- In no case will Duke Energy pay an incentive above the actual cost of the service.
- Incentive recipient assumes all responsibilities for any tax consequences resulting from Duke Energy incentive payment.
- To qualify for Duke Energy incentives, applicants who provide their social security number as their federal tax identification number for tax purposes must sign and return the "Customer consent to release personal information" form ("Consent Form") along with the application. Incentive applications are processed by a 3rd party vendor. The 3rd party vendor is responsible for mailing the 1099 form at the end of the calendar year for tax filing. Duke Energy and the 3rd party vendor have signed a confidentiality agreement to protect your personal information. If your social security number is your federal tax ID number and you elect not to sign the Consent Form, please do not send Duke Energy the application, as you will not be qualified to participate in the incentive program.

Terms and Conditions

I certify that this premise is served by Duke Energy (or an affiliate of Duke Energy), that the information provided herein is accurate and complete, and that I have purchased and installed the high efficiency equipment (indicated herein) for the business facility listed herein and not for resale. Attached is an itemized invoice for the indicated installed equipment. I understand that the proposed incentive payment from Duke Energy is subject to change based on verification and Duke Energy approval. I agree to Duke Energy verification of both the sales transaction and equipment installation which may include a site inspection from a Duke Energy representative or Duke Energy agent. I understand that I am not allowed to receive more than one incentive from Duke Energy on any piece of equipment. I also understand that my participation in the program may be taxable and that my company is solely responsible for paying all such taxes. I hereby agree to indemnify, hold harmless and release Duke Energy and its affiliates from any actions or claims in regards to the installation, operation and disposal of equipment (and related materials) covered herein including liability from an incidental or consequential damages. Duke Energy does not endorse any particular manufacturer, product or system design within these programs; does not expressly or implicitly warrant the performance of installed equipment (Contact your contractor for details regarding equipment warranties), and is not liable for any damage caused by the installation of the equipment or for any damage cause by the malfunction of the installed equipment.

Incentive Application Instructions

IMPORTANT NOTICE

Delays in processing incentive payments will occur if required documentation is not included with completed application(s).

1. Contact Duke Energy toll free at 866-380-9580 to confirm customer eligibility. Applications are available for download at www.duke-energy.com.
2. Review program and equipment requirements on the incentive application. (Page7)
3. Purchase and install eligible energy-efficient equipment.
4. Complete and submit application for equipment that was installed after 1/1/2008.
5. **The following items must be included to verify projects. If they are not included, it will delay payment of incentive.**
 - A. Itemized invoice for all equipment installed to include:
 - a. Equipment cost
 - b. Quantity per equipment type installed
 - c. Model # for each equipment type
 - d. Manufacturer's data sheet for each equipment model #.
 - B. **Make sure the account number provided on the cover page (customer information section) is associated with the location where the equipment was installed. If the account # does not match the address where the equipment was installed, the application will be rejected as ineligible.**
 - C. Provide required tax ID# for payee.
 - D. Customer must sign and date the application after reviewing the Terms and Conditions. If customer wishes to **assign payment of the incentive directly to the vendor**, the customer should circle the appropriate payee in the Payment Information section of the application and sign their name to authorize payment.
6. Duke Energy may require site verification of projects that have been self-installed, prior to payment of incentive.
8. Email the complete, signed application with all required documents to SelfDirect@duke-energy.com or fax to 513-419-5572.
8. A percentage of equipment installations will be site verified for quality assurance purposes. Once selected, a Duke Energy representative will contact the customer to arrange for the inspection. All incentive payments related to the project will be withheld until site verification is complete. There is no charge to the customer for these inspections.

Mercantile Self Direct Incentive Program Requirements for Vendor Participation

Program Overview

- Duke Energy offers its eligible non-residential customers the opportunity to increase profitability through energy cost savings and contribute to a cleaner environment by participating in our Mercantile Self Direct Incentive Program.
- Under the Duke Energy Mercantile Self Direct Incentive Program, Vendor is defined as any third party who:
 - Promotes the sale and installation of the high efficiency equipment for the customer. The Vendor will ensure that the eligible equipment is installed and operating before submitting the application or assisting the customer in completing the application.
 - Is responsible for the product sale only and is not required to ensure installation of the eligible equipment.
- All license requirements, if any, are solely the Vendor's responsibility. Participating Vendors include equipment contractors, equipment Vendors, equipment manufacturers and distributors, energy service companies, etc. The typical Vendor role is to contact/solicit eligible customers building new or retrofitting existing facilities and encourage the installation of the energy-efficient equipment offered in Duke Energy's program.
- Incentives are paid directly to customers unless the customer assigns the incentive to the Vendor. The assigned incentive must reduce the purchase price paid for the equipment by an equivalent amount. Incentives are taxable to the entity who receives the rebate check. Rebates greater than \$600 will be reported to the IRS unless documentation of tax exempt status is provided.
- Vendors can sign up to be on Duke Energy's Web site as a participating Vendor and be added to Duke Energy's e-mail distribution by emailing the Vendor Participation Agreement (VPA) to SelfDirect@duke-energy.com or faxing to 513-419-5572.
- Vendors may not represent to customers that Duke Energy endorses their specific products or services. Duke Energy does not endorse specific products, services, or companies – only energy-efficient technologies.
- Vendors may advise customers of their option to have Duke Energy make their rebate check(s) payable to the Vendor if the customer's rebate amount is being deducted from the total sale price in advance. The customer must complete and sign the Payment Release Authorization section of the Mercantile Self Direct Incentive Program Application.
- Vendors may use the words "Duke Energy's Mercantile Self Direct Incentive Program" in promotional materials or advertisements. Vendors may use the name Duke Energy in a text format to describe the Mercantile Self Direct Incentive Program, but are not permitted to use Duke Energy's logos.
- For Vendors who properly install the qualifying equipment, the equipment shall be installed and operating prior to an application being submitted. A percentage of each Vendor's installations will be subject to inspection by Duke Energy for verifying that the equipment is installed and operating. Vendors demonstrating high failure rates (based on a statistically significant sample) will have 100% of subsequent jobs inspected or may have their participation in the Mercantile Self Direct Incentive Program revoked by Duke Energy in its sole discretion.
- Vendors shall provide customers with applicable equipment warranty information for all measures installed. Vendors shall provide the required documentation for customers to apply for the rebate (invoices with model numbers and quantities, specification sheets for installed equipment, etc.) and assist customers in filling out the application.
- Vendors shall comply with all applicable local, state, and federal laws and codes when performing installation and related functions.

Guidelines for Vendor Activities

- Vendors shall sign and return the attached VPA to Duke Energy prior to soliciting customer participation or when submitting an application. Rebate payments will not be released to a Vendor unless a signed VPA is on file.
- Vendors shall not misrepresent the nature of their role in the program. In particular, Vendors shall not state or imply to customers, or any persons, that the Vendor is employed by or working on Duke Energy's behalf.
- Duke Energy reserves the right to revoke a Vendor's participation in Mercantile Self Direct Incentive Program if, in Duke Energy's sole judgment, the Vendor fails to comply with the program's guidelines and requirements.
- Mercantile Self Direct Incentive Program offerings may be modified or terminated without prior notice. Check Duke Energy's Web site for current program status.

For more information, call 1-866.380.9580 or visit www.duke-energy.com.



Mercantile Self Direct Rebate Program

Technology	Responsible for sales and not installs*	Responsible for sales and Installation*	Technology	Responsible for sales and not installs*	Responsible for sales and Installation*
Lighting	<input type="checkbox"/>	<input type="checkbox"/>	Thermal Storage	<input type="checkbox"/>	<input type="checkbox"/>
Heating Ventilation & Cooling	<input type="checkbox"/>	<input type="checkbox"/>	Pumps/Motors/VFD's	<input type="checkbox"/>	<input type="checkbox"/>
Food Service	<input type="checkbox"/>	<input type="checkbox"/>	Chillers	<input type="checkbox"/>	<input type="checkbox"/>
Water Heating	<input type="checkbox"/>	<input type="checkbox"/>	Refrigeration	<input type="checkbox"/>	<input type="checkbox"/>
Process Equipment (air compressors, injection molding, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	Window Film	<input type="checkbox"/>	<input type="checkbox"/>

* Check all that apply

Vendors who wish to be listed as a Mercantile Self Direct Incentive Program participating Vendor shall complete this form. A signed copy of this form must be on file at Duke Energy in order for the Vendor to receive incentive payments. Fax form to **513-419-5572** or email to SelfDirect@duke-energy.com.

I have read and understand the Mercantile Self Direct Incentive Program Requirements for Vendor Participation, and I agree to comply with all requirements set forth therein. By signing this agreement, I agree to provide my customers with information and documentation that is true and accurate to the best of my knowledge. I hereby represent and warrant that the Tax ID and Vendor Tax Status provided below are true and accurate. I agree that any confidential information concerning my customer, including but not limited to Duke Energy service account information, will be used for the sole purpose of facilitating the customer's participation in the Mercantile Self Direct Incentive Program. Further, I understand that I am responsible for making sure everyone working for me understands the requirements prior to soliciting customer participation.

Vendor Federal Tax ID Number	
------------------------------	--

To qualify for Duke Energy incentives, applicants who provide their social security number as their federal tax identification number for tax purposes must sign and return the "Customer consent to release personal information" form ("Consent Form") along with the application. Incentive applications are processed by a third-party vendor. The third-party vendor is responsible for mailing the 1099 form at the end of the calendar year for tax filing. Duke Energy and the third-party vendor have signed confidentiality agreement to protect your personal information. If your social security number is your federal tax ID number and you elect not to sign the Consent Form, please do not send Duke Energy the application, As you will not be qualified to participate in the incentive program.

Vendor Tax Status	<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other
-------------------	--------------------------------------	---	--------------------------------------	--------------------------------

Contact me via	<input type="checkbox"/> Phone	<input type="checkbox"/> E-Mail	<input type="checkbox"/> Mail
----------------	--------------------------------	---------------------------------	-------------------------------

Company Name	
Mailing Address	
City, State, Zip	
Phone/Fax	
Primary E-mail Address	
Secondary E-mail Address	
Vendor Signature	
Title	
Print Name	
Date	

For more information, call 1-866-380-9580 or visit www.duke-energy.com.

Ohio Mercantile Self Direct Program

Application Guide & Cover Sheet

Questions? Call 1-866-380-9580 or visit www.duke-energy.com.

Email this form along with completed Mercantile Self Direct Prescriptive or Custom applications, proof of payment, energy savings calculations and spec sheets to SelfDirect@Duke-Energy.com. You may also fax to 1-513-419-5572.

Mercantile customers, defined as using at least 700,000 kWh annually are eligible for the Mercantile Self Direct program. Please indicate mercantile qualification:

- a single Duke Energy Ohio account
 multiple accounts in Ohio (energy usage with other utilities may be counted toward the total)

Please list Duke Energy account numbers below (attach listing of multiple accounts an/or billing history for other utilities as required):

Account Number	Annual Usage	Account Number	Annual Usage
07800674-01	100009889		

Self Direct rebates are available for completed Custom projects that have not previously received a Duke Energy Smart \$aver® Custom Incentive. Self Direct incentives are applicable to Prescriptive measures that were installed more than 90 days prior to submission to Duke Energy and have not previously received a Duke Energy Prescriptive rebate.

Self Direct Program requirements dictate that certain projects that may be Prescriptive in nature under the Smart \$aver program must be evaluated using the Custom process. Use the table on page two as a guide to determine which Self Direct program fits your project(s). Apply for Self Direct projects using the appropriate application forms in conjunction with this cover sheet. Where Mercantile Self Direct Prescriptive applications are listed, please refer to the measure list on that application. If your measure is not listed, you may be eligible for a Self Direct Custom rebate. Self Direct Custom applications, like Smart \$aver Custom applications, should include detailed analysis of pre-project and post-project energy usage and project costs. Please indicate which type of rebate applications are included in the table provided on page two.

Please check each box to indicate completion of the following program requirements:

<input checked="" type="checkbox"/> All sections of appropriate application(s) are completed	<input checked="" type="checkbox"/> Proof of payment.*	<input checked="" type="checkbox"/> Manufacturer's Spec sheets	<input type="checkbox"/> Energy model/calculations and detailed inputs for Custom applications
--	--	--	--

* If a single payment record is intended to demonstrate the costs of both Prescriptive & Custom projects, please include an additional document with an estimated breakout of costs for each Prescriptive and Custom energy conservation measure.

Application Type	Replaced equipment at end of lifetime or because equipment failed**	Replaced fully operational equipment to improve efficiency***	New Construction
Lighting	MSD Custom Part 1 <input type="checkbox"/> Custom Lighting Worksheet <input type="checkbox"/>	MSD Prescriptive Lighting <input type="checkbox"/>	MSD Prescriptive Lighting <input type="checkbox"/>
		MSD Custom Part 1 <input type="checkbox"/> Custom Lighting Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> Custom Lighting Worksheet <input type="checkbox"/>
Heating & Cooling	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Prescriptive Heating & Cooling <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
Window Films, Programmable Thermostats, & Guest Room Energy Management Systems	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General and/or EMS Worksheet(s) <input type="checkbox"/>	MSD Prescriptive Heating & Cooling <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General and/or EMS Worksheet(s) <input type="checkbox"/>
Chillers & Thermal Storage	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input checked="" type="checkbox"/>	MSD Prescriptive Chillers & Thermal Storage <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
Chiller Tune-ups	MSD Prescriptive Chiller Tune-ups <input type="checkbox"/>	MSD Prescriptive Chiller Tune-ups <input type="checkbox"/>	MSD Prescriptive Chiller Tune-ups <input type="checkbox"/>
Motors & Pumps	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Prescriptive Motors, Pumps & Drives <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
VFDs	Not Applicable	MSD Prescriptive Motors, Pumps & Drives <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom VFD Worksheet <input type="checkbox"/>
		MSD Custom Part 1 <input type="checkbox"/> MSD Custom VFD Worksheet <input type="checkbox"/>	
Food Service	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Prescriptive Food Service <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
Air Compressors	MSD Custom Part 1 <input type="checkbox"/> MSD Custom Compressed Air Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom Compressed Air Worksheet <input type="checkbox"/>	MSD Prescriptive Process <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom Compressed Air Worksheet <input type="checkbox"/>
Process	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Prescriptive Process <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
		MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	
Energy Management Systems	MSD Custom Part 1 <input type="checkbox"/> MSD Custom EMS Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom EMS Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom EMS Worksheet <input type="checkbox"/>
Behavioral*** & No/Low Cost	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>		

** Under the Self Direct program, failed equipment and equipment at the end of its useful life are evaluated differently than early replacement of fully functioning equipment. **All equipment replacements due to failure or old age will be evaluated via the Custom program.**

*** Please ensure that you include the age of the replaced equipment for measures classified as "Early Replacement" in your application as well as the estimated date that you would have otherwise replaced the existing equipment if you had not chosen a more energy efficient option.

**** Behavioral energy efficiency and demand reduction projects must be both measurable and verifiable. Provide justification with your application.



TRANE

Trane U.S. Inc.
 3600 PAMMEL CREEK ROAD
 LA CROSSE, WI 54601-7599

Service Provided By
 Trane Service Group
 Ph: 513-771-8884 Fax: 513-772-7281
 Cincinnati, OH

SOLD TO:

WESTIN HOTEL
 ATTN: ACCOUNTS PAYABLE
 5TH & WALNUT STREET
 CINCINNATI, OH 45202

REMIT TO:

Trane U.S. Inc.
 PO BOX 845053
 DALLAS, TX 75284-5053

SHIP TO/SERVICE LOCATION :

WESTIN HOTEL
 WESTIN HOTEL CINCINNATI
 21 EAST 5TH STREET
 CINCINNATI, OH 45202

INVOICE	
TYPE	
9141069	
*NUMBER	
2/6/2009	1 of 1
DATE	PAGE
SIGNED TRANE SERVICE AG PURCHASE ORDER NUMBER	
PROJECT/JOB NAME	
ORIGINAL SYSTEM NUMBER	
2683674	
CUSTOMER ACCOUNT#	
PREVIOUS #	
4216	
SALES ORDER # / CALL# / CONTRACT #	

ORDERING LOCATION

CREDIT JOB/PROJECT#

Due on Receipt PAYMENT TERMS	DUE DATE	FOB	FREIGHT TERMS	2/2/2009 SHIP / CLOSE DATE	SHIP VIA	SHIPPING REFERENCE	
DATE	DESCRIPTION	UOM	MULT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	
	Service Agreement 4216 Contract Type is Scheduled Maintenance Inspection; Billing Frequency is ANNUAL; Billing Period Begins on 02/02/2009			1.00	8,500.00	8,500.00	

RECEIVED
 REC'D OK PRICE OK
 FEB 16 2009
 APPROVED BY RWD
 ACCT. DIST _____
 AMOUNT \$ 8,500.00

*PLEASE REFERENCE NUMBER WITH YOUR PAYMENT 9141069

SPECIAL INSTRUCTIONS:

SUBTOTAL	TAX	FREIGHT	TOTAL
8,500.00	0.00	0.00	8,500.00

Currency: USD



CINCINNATI - CLU
 10300 Springfield Pike
 Cincinnati, OH 45215
 www.trane.com

Phone: 513-771
 FAX: 513-772

FIELD REPORT

Location Name / Address WESTIN HOTEL CINCINNATI, 21 EAST 5TH STREET, CINCINNATI, OH 45202		Service Call / Code 09-1683188		Page of																																																
Contact / Phone		Technician Code/Name Chuck R Games																																																		
Problem Description Mar Scheduled Maintenance		Technician Signature 																																																		
Scope Complete <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Follow-up Required? Describe <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																			
JOBSITE SAFETY CHECKED Check box(es) where action was taken & describe. Gloves, safety glasses, & foot protection ALWAYS required.																																																				
<input checked="" type="checkbox"/> Site Checked - No Concerns	<input type="checkbox"/> Additional PPE Required: <input type="checkbox"/> Electrical <input type="checkbox"/> Head <input type="checkbox"/> Respiratory <input type="checkbox"/> Hearing		<input type="checkbox"/> Confined Space Identified																																																	
<input type="checkbox"/> Ergonomic Concern (Material Handling/Awkward Position)		<input type="checkbox"/> Lockout/Tagout Required																																																		
<input type="checkbox"/> Fall Concern (Protection Required, Trip Hazard Identified)		<input type="checkbox"/> Other Safety Hazards Identified																																																		
WORK PERFORMED Was Equipment Log filled out? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																				
Model/Serial CVHF058FA3M0PCN2786QBE6NBC00000080000000LS00003C100D/L07M05526		Enter Quality Task Code Enter Quality Task Code																																																		
ANNUAL INSPECTION ON 2 CHILLERS==OPEN STARTER PANELS AND CHECK WIRING AND REMOVE AND CHECK CONTACTORS..CHECK CONTROL SETPOINTS AND RECENT DIAGNOSTICS...CHECK VANE LINKAGE ...CLEAN AND CHECK PURGESYSTEMS=CHANGE PURGE DRIERS..CHECK OIL SYSTEMS==TAKE OIL SAMPLES,CHECK OIL PRESSURES AND LEVEL,CHANGE OIL FILTERS DRAIN CONDENSOR BARRELS, DROP HEADS AND BRUSH TUBES , FILL BARRELS AND ADD NEW O-RINGS CLEAN FLOOR AND AREA THANKS; CHUCK GAMES																																																				
Model/Serial CVHF058FA3M0ACM2706QBE6NBC00000080000000LS00002C100A/L07M05676		Enter Quality Task Code Enter Quality Task Code																																																		
BAS ONLY Was a back up copy made for the customer? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																				
REFRIGERANT ACTIVITY Did Refrigerant Activity occur? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> In Progress <input type="checkbox"/> RAR#																																																				
SERVICE EXPENSES																																																				
SAMPLES TAKEN? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																																																				
PARTS, MATERIALS AND STANDARD SURCHARGES																																																				
Parts/Material Source CS Customer Supplied OS On-Site Inv-Trane PC Procurement/Cash TS Truck Stock TP Trane Parts VP Vendor Purchase Expense Type (check all that apply) <input type="checkbox"/> Environment Fee <input type="checkbox"/> Fuel Charge <input type="checkbox"/> Laser Alignment <input type="checkbox"/> Lg Recovery Sys <input type="checkbox"/> Mileage <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Rigging <input type="checkbox"/> Sm Recovery Sys <input type="checkbox"/> Technology Charge <input type="checkbox"/> Trip Charge <input type="checkbox"/> Tube Brush <input type="checkbox"/> Vacuum Pump <input type="checkbox"/> Vibration Equip <input type="checkbox"/> Welder <input type="checkbox"/> Other(describe)	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Source</th> <th>Quantity</th> <th>Part #</th> <th>Description</th> <th>PO#</th> </tr> </thead> <tbody> <tr> <td></td> <td>2</td> <td></td> <td>OIL SAMPLES</td> <td></td> </tr> <tr> <td colspan="5" style="text-align: center;">LABOR * = Required for Claims</td> </tr> <tr> <td colspan="5">Call Type: <input type="checkbox"/> T&M <input type="checkbox"/> Quoted <input checked="" type="checkbox"/> Sched Maint. <input type="checkbox"/> Start Up <input type="checkbox"/> Claim <input type="checkbox"/> Other</td> </tr> <tr> <th>Date</th> <th>Mileage</th> <th>Travel Time*</th> <th>Mobilization Time*</th> <th>Diagnostic Time*</th> <th>Repair Time</th> <th>Straight Time</th> <th>Over Time</th> <th>Premium Time</th> </tr> <tr> <td>MAR 2,3,4</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="9" style="text-align: center;">Totals</td> </tr> </tbody> </table>					Source	Quantity	Part #	Description	PO#		2		OIL SAMPLES		LABOR * = Required for Claims					Call Type: <input type="checkbox"/> T&M <input type="checkbox"/> Quoted <input checked="" type="checkbox"/> Sched Maint. <input type="checkbox"/> Start Up <input type="checkbox"/> Claim <input type="checkbox"/> Other					Date	Mileage	Travel Time*	Mobilization Time*	Diagnostic Time*	Repair Time	Straight Time	Over Time	Premium Time	MAR 2,3,4									Totals								
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Customer Signature 		PO		Date																																																



TRANE

Trane U.S. Inc.
3600 PAMMEL CREEK ROAD
LA CROSSE, WI 54601-7599

Service Provided By
Trane Service Group
Ph: 513-771-8884 Fax: 513-772-7281
Cincinnati, OH

REMIT TO:

Trane U.S. Inc.
PO BOX 845053
DALLAS, TX 75284-5053

SOLD TO:

WESTIN HOTEL
ATTN: ACCOUNTS PAYABLE
5TH & WALNUT STREET
CINCINNATI, OH 45202

SHIP TO/SERVICE LOCATION:

WESTIN HOTEL
WESTIN HOTEL CINCINNATI
21 EAST 5TH STREET
CINCINNATI, OH 45202

INVOICE	
TYPE	
1139192	
NUMBER	
2/4/2010	1 of 1
DATE	PAGE
SAP14990	
PURCHASE ORDER NUMBER	
PROJECT/JOB NAME	
ORIGINAL SYSTEM NUMBER	
2683674	
CUSTOMER ACCOUNT#	
PREVIOUS#	
4216	
SALES ORDER # / CALL# / CONTRACT #	

ORDERING LOCATION

CREDIT JOB/PROJECT#

Due on Receipt PAYMENT TERMS	DUE DATE	FOB	FREIGHT TERMS	2/2/2010 SHIP / CLOSE DATE	SHIP VIA	SHIPPING REFERENCE
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DATE	DESCRIPTION	UOM	MULT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	Service Agreement 4216 Contract Type is Scheduled Maintenance Inspection; Billing Frequency is ANNUAL; Billing Period Begins on 02/02/2010			1.00	8,500.00	8,500.00

RECEIVED

REC'D OK PRICE OK

FEB 9 2010

APPROVED BY RCW

ACCT. DIST Prepaid

AMOUNT \$ 8,500.00

SPECIAL INSTRUCTIONS:

SUBTOTAL	TAX	FREIGHT	TOTAL
8,500.00	0.00	0.00	8,500.00

Currency: USD



TRANE

FIELD REPORT

CINCINNATI - CLU
10300 Springfield Pike

Cincinnati, OH 45215
TEL: 513-771-8884
FAX: 513-772-7281
License:

Location Name/Address WESTIN HOTEL CINCINNATI	Service Call/Code 10-2099976	Page 1 of 2
---	--	--------------------

Contact/Phone	Technician Code/Name Charles Games
----------------------	--

Problem Description
Mar Scheduled Maintenance

Scope Complete <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Follow-up Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	--

WORK PERFORMED

Mod#/Ser#/Mfg/Tag# CVHF058FA3M0PCN2786QBE6NBC000008000000LS00003C100D / L07M05526 / **Quality Task Code**
TRANE /

PERFORMED ANNUAL INSPECTION

COMPLETED ANNUALS ON 2 CHILLERS=CHANGE PURGE FILTERS AND CLEAN AND CHECK PURGE SYSTEMS;TOOK OIL SAMPLES AND CHECK OIL SYSTEMS;CLEAN AND CHECK STARTERS AND CHECK CONTACTORS;BRUSH CONDENSOR TUBES>WILL RETURN AND CHANGE OIL FILTERS WHEN THEY ARE IN

SERVICE EXPENSES (All applicable items are checked)

Expense Type

Environment Fee Fuel Charge Laser Alignment Lg Recovery Sys Mileage Miscellaneous Rigging Sm Recovery Sys

Technology Charge Trip Charge Tube Brush Vacuum Pump Vibration Equip Welder Other

BAS ONLY Was a backup copy made for the customer? Yes No **SAMPLES TAKEN?** Yes No

REFRIGERANT ACTIVITY Did Refrigerant Activity occur? Yes No In Progress

PARTS MATERIALS AND STANDARD SURCHARGES

Source Code CS Customer supplied OS On-Site Inv-Trane PC Procurement/Cash TS Truck Stock TP Trane Parts VP Vendor Purchase

Source	Quantity	Part#	Description	PO#

Call Type: T&M Quoted Sched. Maint. Startup Claim Other

Date	Mileage	Travel Time h m	Mobilization Time h m	Diagnostic Time h m	Repair Time h m	Straight Time h m	Over Time h m	Premium Time h m
3/5/2010	0				8	8		

Customer Signature **PO** SAP14990 **Date** 03/05/2010

Customer Name WESTIN Services described were performed as a part of the terms of this document

Trane Service Terms and Conditions

For Services performed in the United States, "Trane" shall mean Trane U.S Inc, For Services performed in Canada "Trane" shall mean Trane Canada Co., except where the context provides otherwise.

Trane's Services are furnished pursuant to and subject to the following terms and conditions, except for any services that are the subject of a pre-existing valid written agreement currently in effect between Trane and Customer, in which cases such written agreements shall apply.

1. Acceptance. A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written proposal, on a form provided by Trane, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Trane's offer, subject to credit approval, to provide the Services solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Trane shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of Services by Trane on this order will in any event constitute an acceptance by Customer of these terms and conditions.

2. Payment and Taxes. Payment is due upon receipt of Trane's invoice. Trane reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Trane or, alternatively, shall provide Trane with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Trane in attempting to collect amounts due. Any after-hours services shall be billed according to then prevailing overtime or emergency rates.

3. Warranties. (a) parts provided hereunder shall have such warranties (in scope and duration) as are extended to Trane by the respective manufacturer or supplier, including Trane's central parts distribution organization, and, if a part provided and installed by Trane is proven to be defective while under such warranty, Trane will provide labor to install the replacement part within ninety (90) days from completion of the Services or start-up of the equipment, whichever occurs later, and (b) labor is warranted to have been properly performed for a period of ninety (90) days from completion or start-up of the equipment, whichever occurs later, and Trane's obligation under this warranty is limited to correcting any improperly performed labor. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

4. Indemnity and liability. Trane shall indemnify, defend and hold Customer harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of Trane, and/or its employees or agents. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Trane is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the Commencement Date of this Agreement ("Pre Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi. Trane also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Trane. **"NOTWITHSTANDING ANY CONTRARY PROVISION, TRANE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY DAMAGES RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH,**

OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

5. Asbestos and Hazardous Materials. Trane's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Trane become aware of or suspect the presence of Hazardous Materials, Trane may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Trane. Trane shall be required to resume performance of the services only when the affected area has been rendered harmless.

6. Insurance. Trane maintains insurance in the following minimum amounts during the Terms: Commercial General Liability -- \$1,000,000 per occurrence; Automobile Liability -- \$1,000,000 CSL; Workers Compensation -- Statutory Limits. If Customer has requested to be named as an additional insured under Trane's insurance policy, Trane will do so but only to the extent of Trane's indemnity assumed under the indemnity provision contained herein. Trane does not waive any rights of subrogation.

7. Performance and Event of Force Majeure. Services will be performed during normal working hours with any overtime or emergency labor billed separately, unless otherwise agreed to in writing. Duty to perform under this agreement and the price hereof are subject to the approval of Trane's credit department and is also contingent upon the non-occurrence of an Event of Force Majeure. Upon disapproval of the credit department, Trane may delay performance or, at its option, renegotiate prices, terms and conditions with the Customer. If Trane and Customer are unable to agree on such revisions, this agreement shall be canceled without any liability, other than Customer's obligation to pay for services rendered by Trane to the date of cancellation. If Trane shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Trane's election (i) remain in effect but Trane's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Trane for all parts of the Work furnished to the date of termination. And "Event of Force Majeure" shall mean any cause or event beyond the control of Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Trane.

8. General. This agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. If any part of this agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this agreement, or any part hereof, without the written consent of Trane. Subject to the foregoing, this agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. No modifications, additions or changes may be made to this agreement except in a writing signed by Trane.

9. Equal Employment Opportunity /Affirmative Action Clause. Trane is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

10. U.S. Government contracts. This provision applies only to indirect sales by Trane to the U.S. Government. If the work is in connection with a U.S. Government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Trane will have no obligations to customer unless and until customer provides Trane with a true, correct and complete executed copy of the prime contract. Upon request, customer will provide copies to Trane of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Trane prior to providing any government official any information about Trane's performance of the work that is subject to this offer or agreement, other than this written offer or agreement.

1-10.48(1107)
Supersedes 1-10.48(0907)

Equipment	Qty	Manufacturer	Model Number	Serial Number
Centrifugal Chiller	1	Trane	CVHF058FA3M0ACM2706QBE6NBC0000008	L07M05676
Centrifugal Chiller	1	Trane	CVHF058FA3M0PCN2786QBE6NBC0000008	L07M05526

Description	Quantity Per Term
Centrifugal Annual Inspection AdaptiView	1
Centrifugal Operational Quarterly Inspection	3

Service: Centrifugal Annual Inspection AdaptiView

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Purge Maintenance And Operation
- Lock Out Tag Out
- Centrifugal Oil Filter Change
- Centrifugal Compressor Starter Inspection
- Meg Motor at Motor Terminals
- Centrifugal Control Panel Electrical Inspection
- Remove Lock Out Tag Out
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Condenser Tube Brushing With Dropping Head
- Tracer TU Connection
- Water Pressure Drop Validation
- Oil Valve Lubrication & Vane Linkage TracerTU
- Pre-Start Chiller Check Generic
- Start Chiller Check
- Run Service Report From Tracer TU
- Tracer TU Disconnect

Service: Centrifugal Operational Quarterly Inspection

Description

- Initial Site Inspection
- Techview/Kestrel View Connection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Manual Chiller Log (Applied)
- Run Service Report From Kestrel View
- Techview/Kestrel View Disconnection

REF	TAG(S)	Qty	Description	Model Number
	IN-CH-1	1	500 Tons w/ VFD	CVHF0570
	IN-CH-2	1	500 Tons w/ Starter	CVHF0570

Product Data - Centrifugal Water Chillers

All Units

Standard delivery CVHF & CVHG
 North America region
 Centrifugal liquid chiller with 2 stage compressor R-123 refrigerant
 Compressor size: 570 nominal tons
 CH 530 controls
 Without industrial chiller package
 Compressor hertz: 60
 Compressor voltage: 460 volt 3 phase
 Economizer: Single stage standard
 Standard cooling
 Evaporator shell size: 050 long
 Evaporator bundle size: 500 nominal tons
 Evaporator tubes: 1.00 inch (25.4 mm) dia. micro internally enhanced copper
 Evaporator tube wall: .025 inch (0.6 mm) thick
 Evaporator fluid type: Water
 Evaporator waterbox type: Non-marine
 Evaporator waterbox construction: Standard
 Evaporator waterbox passes: Two pass
 Evaporator waterbox pressure: 150 psig (1034 kPa)
 Evaporator waterbox connection: Victaulic
 Evaporator waterbox arrangement: in RH end - out RH end
 Condenser shell size: 050 long
 Condenser bundle size: 500 nominal tons
 Condenser tube: 0.75 inch (19.1 mm) internally enhanced copper
 Condenser tube wall: .028 inch (0.7 mm) thick
 Condenser shell construction: Standard
 Condenser fluid type: Water
 Condenser waterbox type: 2 pass non-marine
 Condenser waterbox construction: Standard
 Two pass waterbox cond
 Condenser waterbox pressure: 150 psig (1034 kPa)
 Condenser waterbox connection: Victaulic
 Condenser waterbox arrangement: in RH end - out RH end
 Standard tube sheet construction
 Orifice size: 680 nominal tons
 Agency listing: U.L. listed unit (United States requirement)
 Factory performance test: Standard air run and vibration test
 Factory tolerance test: Standard air run and vibration test
 Brass logo with customer specified engraving
 Don't apply special ton tolerance
 Don't apply special kW/ton tolerance
 Shipping package: Domestic without skid
 Unit option: Insulation package
 Separable shells with compressor doweling
 Complies with all versions of ASHRAE/IESNA 90.1
 Operating Status
 Without enhanced protection
 Accessory line item 1
 Accessory line item 2
 Trane Supplied Refrigerant
 1st Year Labor Warranty Whole Unit with Trane Supplied Starter
 1st year refrigerant warranty

Ohio Mercantile Self Direct Program

Application Guide & Cover Sheet

Questions? Call 1-866-380-9580 or visit www.duke-energy.com.

Email this form along with completed Mercantile Self Direct Prescriptive or Custom applications, proof of payment, energy savings calculations and spec sheets to SelfDirect@Duke-Energy.com. You may also fax to 1-513-629-5572.

Mercantile customers, defined as using at least 700,000 kWh annually are eligible for the Mercantile Self Direct program. Please indicate mercantile qualification:

- a single Duke Energy Ohio account
- multiple accounts in Ohio (energy usage with other utilities may be counted toward the total)

Please list Duke Energy account numbers below (attach listing of multiple accounts and/or billing history for other utilities as required):

Account Number	Annual Usage	Account Number	Annual Usage
07800674-01	10009889		

Self Direct rebates are available for completed Custom projects that have not previously received a Duke Energy Smart Saver® Custom Incentive. Self Direct incentives are applicable to Prescriptive measures that were installed more than 90 days prior to submission to Duke Energy and have not previously received a Duke Energy Prescriptive rebate.

Self Direct Program requirements dictate that certain projects that may be Prescriptive in nature under the Smart Saver program must be evaluated using the Custom process. Use the table on page two as a guide to determine which Self Direct program fits your project(s). Apply for Self Direct projects using the appropriate application forms in conjunction with this cover sheet. Where Mercantile Self Direct Prescriptive applications are listed, please refer to the measure list on that application. If your measure is not listed, you may be eligible for a Self Direct Custom rebate. Self Direct Custom applications, like Smart Saver Custom applications, should include detailed analysis of pre-project and post-project energy usage and project costs. Please indicate which type of rebate applications are included in the table provided on page two.

Please check each box to indicate completion of the following program requirements:

<input checked="" type="checkbox"/> All sections of appropriate application(s) are completed	<input checked="" type="checkbox"/> Proof of payment.*	<input checked="" type="checkbox"/> Manufacturer's Spec sheets	<input type="checkbox"/> Energy model/calculations and detailed inputs for Custom applications
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* If a single payment record is intended to demonstrate the costs of both Prescriptive & Custom projects, please include an additional document with an estimated breakout of costs for each Prescriptive and Custom energy conservation measure.

Application Type	Replaced equipment at end of lifetime or because equipment failed**	Replaced fully operational equipment to improve efficiency***	New Construction
Lighting	MSD Custom Part 1 <input type="checkbox"/> Custom Lighting Worksheet <input type="checkbox"/>	MSD Prescriptive Lighting <input type="checkbox"/>	MSD Prescriptive Lighting <input type="checkbox"/>
		MSD Custom Part 1 <input type="checkbox"/> Custom Lighting Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> Custom Lighting Worksheet <input type="checkbox"/>
Heating & Cooling	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Prescriptive Heating & Cooling <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
Window Films, Programmable Thermostats, & Guest Room Energy Management Systems	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General and/or EMS Worksheet(s) <input type="checkbox"/>	MSD Prescriptive Heating & Cooling <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General and/or EMS Worksheet(s) <input type="checkbox"/>
Chillers & Thermal Storage	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input checked="" type="checkbox"/>	MSD Prescriptive Chillers & Thermal Storage <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
Chiller Tune-ups	MSD Prescriptive Chiller Tune-ups <input type="checkbox"/>	MSD Prescriptive Chiller Tune-ups <input type="checkbox"/>	MSD Prescriptive Chiller Tune-ups <input type="checkbox"/>
Motors & Pumps	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Prescriptive Motors, Pumps & Drives <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
VFDs	Not Applicable	MSD Prescriptive Motors, Pumps & Drives <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom VFD Worksheet <input type="checkbox"/>
		MSD Custom Part 1 <input type="checkbox"/> MSD Custom VFD Worksheet <input type="checkbox"/>	
Food Service	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Prescriptive Food Service <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
Air Compressors	MSD Custom Part 1 <input type="checkbox"/> MSD Custom Compressed Air Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom Compressed Air Worksheet <input type="checkbox"/>	MSD Prescriptive Process <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom Compressed Air Worksheet <input type="checkbox"/>
Process	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Prescriptive Process <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
		MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	
Energy Management Systems	MSD Custom Part 1 <input type="checkbox"/> MSD Custom EMS Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom EMS Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom EMS Worksheet <input type="checkbox"/>
Behavioral*** & No/Low Cost	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>		

** Under the Self Direct program, failed equipment and equipment at the end of its useful life are evaluated differently than early replacement of fully functioning equipment. **All equipment replacements due to failure or old age will be evaluated via the Custom program.**

*** Please ensure that you include the age of the replaced equipment for measures classified as "Early Replacement" in your application as well as the estimated date that you would have otherwise replaced the existing equipment if you had not chosen a more energy efficient option.

*** Behavioral energy efficiency and demand reduction projects must be both measurable and verifiable. Provide justification with your application.



MERCANTILE SELF DIRECT Ohio Chillers / Thermal Storage Incentive Application

Questions? Call 1-866-380-9580 or visit www.duke-energy.com.

Email the complete, signed application with all required documents to SelfDirect@duke-energy.com or fax to 513-629-5572

Is this application: **NEW** (original) or **REVISED** (changes made to original application)

Building Type – Required (check one)		
<input type="checkbox"/> Data Centers	<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Office
<input type="checkbox"/> Education/K-12	<input type="checkbox"/> Healthcare	<input type="checkbox"/> Public Assembly
<input type="checkbox"/> Education Other	<input type="checkbox"/> Industrial	<input type="checkbox"/> Public Order/Safety
<input type="checkbox"/> Elder Care/Nursing Home	<input checked="" type="checkbox"/> Lodging	<input type="checkbox"/> Religious Worship/Church
<input type="checkbox"/> Food Sales/Grocery	<input type="checkbox"/> Retail (Small Box)	<input type="checkbox"/> Service
<input type="checkbox"/> Fast Food Restaurant	<input type="checkbox"/> Retail (Big Box)	<input type="checkbox"/> Warehouse
<input type="checkbox"/> Other:		
How did you hear about the program? (check one)		
<input checked="" type="checkbox"/> Duke Energy Representative	<input type="checkbox"/> Web Site	<input type="checkbox"/> Radio
<input type="checkbox"/> Contractor / Vendor	<input type="checkbox"/> Other _____	

Please check each box to indicate completion of the following program requirements:

<input checked="" type="checkbox"/> All sections of application	<input checked="" type="checkbox"/> Invoice with make, model number, quantity and equipment manufacturer	<input checked="" type="checkbox"/> Tax ID number for payee	<input checked="" type="checkbox"/> Customer/vendor agree to Terms and Conditions
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Customer Information					
Customer/Business	Westin Cincinnati	Contact	Bob Petrey		
Phone	513.852.2710	Account Number	07800674-01		
Street Address (Where incentive should be mailed)		21 East 5 th Street			
City	Cincinnati	State	Ohio	Zip Code	45202
Installation Street Address	21 East 5 th Street				
City	Cincinnati	State	Ohio	Zip Code	45202
E-mail Address	bob.petrey@westin.com				

**Failure to provide the account number associated with the location where the installation took place will result in rejection of the application.*

Vendor Information					
Vendor	Trane/RPC	Contact	Tom Imhoff		
Phone	513.771.8884	Fax	513.772.7281		
Street Address		10300 Springfield Pike			
City	Cincinnati	State	Ohio	Zip Code	45215
E-mail Address	wimhoff@trane.com				

If Duke Energy has questions about this application, who should we contact? Customer Vendor

Payment Information		
Who should receive incentive payment?	<input checked="" type="checkbox"/> Customer	<input type="checkbox"/> Vendor (Customer must sign below)
I hereby authorize payment of incentive directly to the vendor:	Customer Signature (written signature)	
	Date	12/20/2011
Provide Tax ID Number for Payee	Customer Tax ID #	26-1479609
	Vendor Tax ID #	

Terms and Conditions			
I have read and hereby agree to the Terms & Conditions and Program Requirements.			
Customer Signature		Vendor Signature	
Date	12/20/2011	Date	
Title	Chief Engineer	Title	

Incentives are subject to change and may be discontinued at the sole discretion of Duke Energy. Equipment must be installed and operable to be eligible for incentives. As Federal Energy Policy Law changes, equipment efficiency requirements are subject to change.

The Equipment below is (check one): New Equipment / New Construction
 Early replacement of existing equipment or replacement of failed equipment must apply for Self Direct Custom program.

See Page 4 of form for required efficiency levels and equipment eligibility

Air Cooled Chillers									
Make/Model # Scroll/Screw Type	# of Units	AHRI Tons/Unit	Full-load kW/ton*	Incentive \$/ton	IPLV kW/ton*	Incentive \$/ton	Building Type	Date Installed & Operable (mm/yy)	Total Incentive

* Chiller performance and IPLV must be tested under AHRI conditions - submit documentation of compliance

The Equipment below is (check one): New Equipment / New Construction
 Early replacement of existing equipment or replacement of failed equipment must apply for Self Direct Custom program.

See Page 4 of form for required efficiency levels and equipment eligibility

Water Cooled Chillers										
Description	Make/Model #	# of Units	AHRI Tons/Unit	Full-load kW/ton*	Incentive \$/ton	IPLV kW/ton*	Incentive \$/ton	Building Type	Date Installed & Operable (mm/yy)	Total Incentive
<input type="checkbox"/> Screw/Scroll Chiller <input checked="" type="checkbox"/> Centrifugal Chiller	Trane/CVHF0570 w/VFD	2	500	.554	\$2.50	.369	\$3.00	hotel	02/08	\$5,500
<input type="checkbox"/> Screw/Scroll Chiller <input type="checkbox"/> Centrifugal Chiller										
<input type="checkbox"/> Screw/Scroll Chiller <input type="checkbox"/> Centrifugal Chiller										

* Chiller performance and IPLV must be tested under AHRI conditions - submit documentation of compliance

Thermal Storage Incentives

The Equipment below is (check one): New Equipment / New Construction
 Early replacement of existing equipment or replacement of failed equipment must apply for Self Direct Custom program.

Thermal Storage System Specifications*	
Manufacturer of Thermal Storage Equipment	
Type of Thermal Storage	<input type="checkbox"/> Chilled Water <input type="checkbox"/> Ice Bank <input type="checkbox"/> Ice Harvester
Model Number	
Controls Manufacturer	
Control Strategy	<input type="checkbox"/> Demand Limiting <input type="checkbox"/> Maximum Cooling Shift
Number of Thermal Storage Units	
Partial or Full Storage	<input type="checkbox"/> Partial Storage <input type="checkbox"/> Full Storage
Demand Shifted (kW)XX	
Storage Capacity (Ton Hours)	
Storage Capacity (Gallons If Applicable)	
Peak Cooling Load (Tons)	
Cooled Area (sq. ft.)	
Hours of Operations M-F	
Hours of Operations Sat	
Hours of Operations Sun	
Date Installed and Operable (mm/yy)	
Thermal Storage chiller Plant Description (Manufacturer, Tonnage, Ice Making kW/ton)	
Condenser Type	<input type="checkbox"/> Air Cooled <input type="checkbox"/> Water Cooled
Premium cost for Thermal Storage (Dollars)	
Annual Electrical Operating Cost with Storage (Dollars)	
Annual Savings as a result of Thermal Storage (Dollars)	
Simple Payback including Incentive (Years)	
Total Incentive (\$190/kW shifted)	
Conventional System Specifications (For Comparison Purposes)	
Chiller Plant Description (Manufacturer, type, tonnage, AHRI kW/ton)	
Chiller Demand (kW)	
Annual Electrical Operating Cost with Conventional Cooling	

*Thermal Storage Units with a >1MW load shift are not eligible for incentives under the Prescriptive Program but can be considered for custom incentives. The Custom application and process document are located on the Self Direct websites.

** Average demand shifted during the peak demand timeframe of 10:00am to 6:00pm for summer months of May through September.

Equipment Requirements

Chillers Incentive Table & AHRI Rated Efficiency Requirements*

AIR COOLED CHILLERS – All Sizes			
Total Incentive = Base + Additional			
Scroll/Screw Type Chillers			
Full load kW/ton – EER	Base Incentive \$/ton	Part Load IPLV kW/ton – EER	Additional Incentive \$/ton
1.230 - 9.80	\$4.00	1.130 - 10.60	
1.230 - 9.80	\$4.00	1.010 - 11.90	\$5.83
1.230 - 9.80	\$4.00	0.890 - 13.50	\$12.07
1.230 - 9.80	\$4.00	0.810 - 14.80	\$15.75
1.142 – 10.50	\$12.50	1.046 – 11.50	
1.142 – 10.50	\$12.50	0.925 – 13.00	\$6.00
1.142 – 10.50	\$12.50	0.879 – 13.70	\$8.35
1.142 – 10.50	\$12.50	0.674 – 17.80	\$18.60
1.046 – 11.50	\$15.00	0.961 – 12.50	
1.046 – 11.50	\$15.00	0.847 – 14.20	\$5.70
1.046 – 11.50	\$15.00	0.795 – 15.10	\$8.30
1.046 – 11.50	\$15.00	0.618 – 19.40	\$17.15
WATER COOLED CHILLERS – < 150 tons			
Total Incentive = Base + Additional			
Screw/Scroll Type Chiller			
Full load kW/ton – EER	Base Incentive \$/ton	Part Load IPLV kW/ton – EER	Additional Incentive \$/ton
0.790 – 15.20	\$2.50	0.620 – 19.40	
0.790 – 15.20	\$2.50	0.590 – 20.30	\$1.50
0.790 – 15.20	\$2.50	0.550 – 21.80	\$3.50
0.790 – 15.20	\$2.50	0.510 – 23.50	\$5.50
0.790 – 15.20	\$2.50	0.470 – 25.50	\$7.50
0.710 – 16.90	\$7.50	0.630 – 19.00	
0.710 – 16.90	\$7.50	0.560 – 21.40	\$3.50
0.710 – 16.90	\$7.50	0.530 – 22.60	\$5.00
0.710 – 16.90	\$7.50	0.500 – 24.00	\$6.50
0.710 – 16.90	\$7.50	0.460 – 26.10	\$8.50
0.710 – 16.90	\$7.50	0.430 – 27.90	\$10.00
0.630 – 19.00	\$10.00	0.560 – 21.40	
0.630 – 19.00	\$10.00	0.500 – 24.00	\$3.00
0.630 – 19.00	\$10.00	0.470 – 25.50	\$4.50
0.630 – 19.00	\$10.00	0.440 – 27.30	\$6.00
0.630 – 19.00	\$10.00	0.410 – 29.30	\$7.50
0.630 – 19.00	\$10.00	0.380 – 31.60	\$9.00
Centrifugal Type Chiller			
0.700 – 17.10	\$2.50	0.570 – 21.10	
0.700 – 17.10	\$2.50	0.530 – 22.60	\$2.00
0.700 – 17.10	\$2.50	0.500 – 24.00	\$3.50
0.700 – 17.10	\$2.50	0.420 – 28.60	\$7.50
0.630 – 19.00	\$7.50	0.600 – 20.00	
0.630 – 19.00	\$7.50	0.510 – 23.50	\$4.50
0.630 – 19.00	\$7.50	0.480 – 25.00	\$6.00
0.630 – 19.00	\$7.50	0.450 – 26.70	\$7.50
0.630 – 19.00	\$7.50	0.380 – 31.60	\$11.00
0.560 – 21.40	\$10.00	0.530 – 22.60	
0.560 – 21.40	\$10.00	0.460 – 26.10	\$3.50
0.560 – 21.40	\$10.00	0.430 – 27.90	\$5.00
0.560 – 21.40	\$10.00	0.400 – 30.00	\$6.50
0.560 – 21.40	\$10.00	0.340 – 35.30	\$9.50

*AHRI Standard 550/590

2003 Standard for Performance Rating of Water-Chilling Packages using the vapor compression cycle.

WATER COOLED CHILLERS – 150-300 tons
Total Incentive = Base + Additional

Screw/Scroll Type Chiller

Full load kW/ton – EER	Base Incentive \$/ton	Part Load IPLV kW/ton – EER	Additional Incentive \$/ton
0.720 – 16.70	\$2.50	0.570 – 21.10	
0.720 – 16.70	\$2.50	0.540 – 22.20	\$1.50
0.720 – 16.70	\$2.50	0.500 – 24.00	\$3.50
0.720 – 16.70	\$2.50	0.470 – 25.50	\$5.00
0.720 – 16.70	\$2.50	0.430 – 27.90	\$7.00
0.650 – 18.50	\$7.50	0.570 – 21.10	
0.650 – 18.50	\$7.50	0.510 – 23.50	\$3.00
0.650 – 18.50	\$7.50	0.480 – 25.00	\$4.50
0.650 – 18.50	\$7.50	0.450 – 26.70	\$6.00
0.650 – 18.50	\$7.50	0.420 – 28.60	\$7.50
0.650 – 18.50	\$7.50	0.390 – 30.80	\$9.00
0.570 – 21.10	\$10.00	0.510 – 23.50	
0.570 – 21.10	\$10.00	0.450 – 26.70	\$3.00
0.570 – 21.10	\$10.00	0.430 – 27.90	\$4.00
0.570 – 21.10	\$10.00	0.400 – 30.00	\$5.50
0.570 – 21.10	\$10.00	0.370 – 32.40	\$7.00
0.570 – 21.10	\$10.00	0.340 – 35.30	\$8.50

Centrifugal Type Chiller

0.630 – 19.00	\$2.50	0.510 – 23.50	
0.630 – 19.00	\$2.50	0.480 – 25.00	\$1.50
0.630 – 19.00	\$2.50	0.450 – 26.70	\$3.00
0.630 – 19.00	\$2.50	0.380 – 31.60	\$6.50
0.570 – 21.10	\$7.50	0.540 – 22.20	
0.570 – 21.10	\$7.50	0.460 – 26.10	\$4.00
0.570 – 21.10	\$7.50	0.430 – 27.90	\$5.50
0.570 – 21.10	\$7.50	0.400 – 30.00	\$7.00
0.570 – 21.10	\$7.50	0.340 – 35.30	\$10.00
0.510 – 23.50	\$10.00	0.480 – 25.00	
0.510 – 23.50	\$10.00	0.410 – 29.30	\$3.50
0.510 – 23.50	\$10.00	0.390 – 30.80	\$4.50
0.510 – 23.50	\$10.00	0.360 – 33.30	\$6.00
0.510 – 23.50	\$10.00	0.300 – 40.00	\$9.00

*AHRI Standard 550/590

2003 Standard for Performance Rating of Water-Chilling Packages using the vapor compression cycle.

WATER COOLED CHILLERS – >300 tons
Total Incentive = Base + Additional
Screw/Scroll Type Chiller

Full load kW/ton – EER	Base Incentive \$/ton	Part Load IPLV kW/ton – EER	Additional Incentive \$/ton
0.640 – 18.75	\$2.50	0.510 – 23.50	
0.640 – 18.75	\$2.50	0.480 – 25.00	\$1.50
0.640 – 18.75	\$2.50	0.450 – 26.70	\$3.00
0.640 – 18.75	\$2.50	0.420 – 28.60	\$4.50
0.640 – 18.75	\$2.50	0.380 – 31.60	\$6.50
0.580 – 20.70	\$7.50	0.510 – 23.50	
0.580 – 20.70	\$7.50	0.450 – 26.70	\$3.00
0.580 – 20.70	\$7.50	0.430 – 27.90	\$4.00
0.580 – 20.70	\$7.50	0.400 – 30.00	\$5.50
0.580 – 20.70	\$7.50	0.370 – 32.40	\$7.00
0.580 – 20.70	\$7.50	0.350 – 34.30	\$8.00
0.510 – 23.50	\$10.00	0.460 – 26.10	
0.510 – 23.50	\$10.00	0.400 – 30.00	\$3.00
0.510 – 23.50	\$10.00	0.380 – 31.60	\$4.00
0.510 – 23.50	\$10.00	0.360 – 33.30	\$5.00
0.510 – 23.50	\$10.00	0.330 – 36.40	\$6.50
0.510 – 23.50	\$10.00	0.310 – 38.70	\$7.50

Centrifugal Type Chiller

0.580 – 20.70	\$2.50	0.470 – 25.50	
0.580 – 20.70	\$2.50	0.440 – 27.30	\$1.50
0.580 – 20.70	\$2.50	0.410 – 29.30	\$3.00
0.580 – 20.70	\$2.50	0.350 – 34.30	\$6.00
0.520 – 23.10	\$7.50	0.490 – 24.50	
0.520 – 23.10	\$7.50	0.420 – 28.60	\$3.50
0.520 – 23.10	\$7.50	0.390 – 30.80	\$5.00
0.520 – 23.10	\$7.50	0.370 – 32.40	\$6.00
0.520 – 23.10	\$7.50	0.310 – 38.70	\$9.00
0.460 – 26.10	\$10.00	0.440 – 27.30	
0.460 – 26.10	\$10.00	0.370 – 32.40	\$3.50
0.460 – 26.10	\$10.00	0.350 – 34.30	\$4.50
0.460 – 26.10	\$10.00	0.330 – 36.40	\$5.50
0.460 – 26.10	\$10.00	0.280 – 42.90	\$8.00

*AHRI Standard 550/590

2003 Standard for Performance Rating of Water-Chilling Packages using the vapor compression cycle.

Thermal Storage Incentives

	Incentive
THERMAL STORAGE UNIT	\$95/kW shifted

Program Requirements

Equipment Eligibility

- Duke Energy will use the AHRI database for verifying equipment efficiencies for all the chillers. If the equipment or matched set is not in the AHRI database, the manufacturer's technical fact sheets must be provided showing the efficiency level tested under AHRI conditions as described in AHRI standard 550/590. Equipment capacity (size) and efficiency must be based on AHRI design conditions. Full load efficiency rating (FL) and Integrated Part load Value (IPLV) must be provided for all chillers.
- Incentives for chillers will be paid based on the AHRI tons per unit.
- EER/COP and IPLV values shall include all connected loads, such as compressors, condenser fans, and control kW. Chiller components, such as motors and VFDs, are incented as part of the chiller package and are not independently eligible for prescriptive incentives during a chiller replacement
- Chiller incentives are only available for HVAC space cooling applications. All equipment installed must serve as a primary source of cooling for the facility. Industrial process cooling may qualify for a custom incentive.
- Chillers purchased and installed for backup or redundant systems are not eligible.
- Thermal Storage Units with a >1MW load shift are not eligible for incentives under the Prescriptive Program but can be considered for custom incentives.
- All equipment must be new to be eligible for incentives. Used equipment is **not** eligible for incentives.

Incentive Eligibility

- Incentives are only available to customers on a Duke Energy Ohio non-residential rate.
- Duke Energy Customers who purchase electric generation from an alternative supplier are eligible to participate.
- Incentive will not be paid until eligible equipment has been installed, is available to operate, and verification has been completed by Duke Energy staff as noted in the Term & Conditions stated below.
- Duke Energy reserves the right to revise incentive levels and/or qualifying efficiency levels at any time.
- Customer may assign the incentive to the vendor who installed/supplied the equipment. The customer's signature is required in the Payment Information section on page 1 of this form to assign the incentive to the vendor. Customer agrees that such an action constitutes an irrevocable assignment of the incentive. This assigned incentive must reduce the purchase price paid for the equipment by an equivalent amount.
- Leased equipment is eligible for incentives providing the equipment meets the program requirements and the customer provides the required documentation noted on the Incentive Application Process page of this application.
- Any equipment which, either separately or as part of a project, has or will receive an incentive from any other Duke Energy program is ineligible.
- In no case will Duke Energy pay an incentive above the actual cost of the new equipment.
- Incentive recipient assumes all responsibilities for any tax consequences resulting from Duke Energy incentive payment.
- To qualify for Duke Energy incentives, applicants who provide their social security number as their federal tax identification number for tax purposes must sign and return the "Customer consent to release personal information" form ("Consent Form") along with the application. Incentive applications are processed by a 3rd party vendor. The 3rd party vendor is responsible for mailing the 1099 form at the end of the calendar year for tax filing. Duke Energy and the 3rd party vendor have signed a confidentiality agreement to protect your personal information. If your social security number is your federal tax ID number and you elect not to sign the Consent Form, please do not send Duke Energy the application, as you will not be qualified to participate in the incentive program.

Terms and Conditions

I certify that this premise is served by Duke Energy (or an affiliate of Duke Energy), that the information provided herein is accurate and complete, and that I have purchased and installed the high efficiency equipment (indicated herein) for the business facility listed herein and not for resale. Attached is an itemized invoice for the indicated installed equipment. I understand that the proposed incentive payment from Duke Energy is subject to change based on verification and Duke Energy approval. I agree to Duke Energy verification of both the sales transaction and equipment installation which may include a site inspection from a Duke Energy representative or Duke Energy agent. I understand that I am not allowed to receive more than one incentive from Duke Energy on any piece of equipment. I also understand that my participation in the program may be taxable and that my company is solely responsible for paying all such taxes. I hereby agree to indemnify, hold harmless and release Duke Energy and its affiliates from any actions or claims in regards to the installation, operation and disposal of equipment (and related materials) covered herein including liability from an incidental or consequential damages. Duke Energy does not endorse any particular manufacturer, product or system design within these programs; does not expressly or implicitly warrant the performance of installed equipment (Contact your contractor for details regarding equipment warranties), and is not liable for any damage caused by the installation of the equipment nor for any damage caused by the malfunction of the installed equipment.

Incentive Application Instructions

IMPORTANT NOTICE

Delays in processing incentive payments will occur if required documentation is not included with completed application(s).

1. Contact Duke Energy toll free at 866-380-9580 to confirm customer eligibility. Applications are available for download at www.duke-energy.com.
2. Review program and equipment requirements on the incentive application.
3. Purchase and install eligible energy-efficient equipment.
4. Complete and submit application for equipment that was installed after 1/1/2008.
5. **The following items must be included to verify projects. If they are not included, it will delay payment of incentive.**
 - A. Itemized invoice for all equipment installed to include:
 - a. Equipment cost
 - b. Quantity per equipment type installed
 - c. Model # for each equipment type
 - d. Manufacturer's data sheet for each equipment model #.
 - B. **Make sure the account number provided on the cover page (customer information section) is associated with the location where the equipment was installed. If the account # does not match the address where the equipment was installed, the application will be rejected as ineligible.**
 - C. Provide required tax ID# for payee.
 - D. Customer must sign and date the application after reviewing the Terms and Conditions. If customer wishes to **assign payment of the incentive directly to the vendor**, the customer should circle the appropriate payee in the Payment Information section of the application and sign their name to authorize payment.
6. Duke Energy may require site verification of projects that have been self-installed, prior to payment of incentive.
8. Email the complete, signed application with all required documents to SelfDirect@duke-energy.com or fax to 513-629-5572.
8. A percentage of equipment installations will be site verified for quality assurance purposes. Once selected, a Duke Energy representative will contact the customer to arrange for the inspection. All incentive payments related to the project will be withheld until site verification is complete. There is no charge to the customer for these inspections.

Mercantile Self Direct Incentive Program Requirements for Vendor Participation

Program Overview

- Duke Energy offers its eligible non-residential customers the opportunity to increase profitability through energy cost savings and contribute to a cleaner environment by participating in our Mercantile Self Direct Incentive Program.
- Under the Duke Energy Mercantile Self Direct Incentive Program, Vendor is defined as any third party who:
 - Promotes the sale and installation of the high efficiency equipment for the customer. The Vendor will ensure that the eligible equipment is installed and operating before submitting the application or assisting the customer in completing the application.
 - Is responsible for the product sale only and is not required to ensure installation of the eligible equipment.
- All license requirements, if any, are solely the Vendor's responsibility. Participating Vendors include equipment contractors, equipment Vendors, equipment manufacturers and distributors, energy service companies, etc. The typical Vendor role is to contact/solicit eligible customers building new or retrofitting existing facilities and encourage the installation of the energy-efficient equipment offered in Duke Energy's program.
- Incentives are paid directly to customers unless the customer assigns the incentive to the Vendor. The assigned incentive must reduce the purchase price paid for the equipment by an equivalent amount. Incentives are taxable to the entity who receives the rebate check. Rebates greater than \$600 will be reported to the IRS unless documentation of tax exempt status is provided.
- Vendors can sign up to be on Duke Energy's Web site as a participating Vendor and be added to Duke Energy's e-mail distribution by faxing the Vendor Participation Agreement (VPA) to **513-629-5572** or **emailing to SelfDirect@duke-energy.com**.
- Vendors may not represent to customers that Duke Energy endorses their specific products or services. Duke Energy does not endorse specific products, services, or companies – only energy-efficient technologies.
- Vendors may advise customers of their option to have Duke Energy make their rebate check(s) payable to the Vendor if the customer's rebate amount is being deducted from the total sale price in advance. The customer must complete and sign the Payment Release Authorization section of the Mercantile Self Direct Incentive Program Application.
- Vendors may use the words "Duke Energy's Mercantile Self Direct Incentive Program" in promotional materials or advertisements. Vendors may use the name Duke Energy in a text format to describe the Mercantile Self Direct Incentive Program, but are not permitted to use Duke Energy's logos.
- For Vendors who properly install the qualifying equipment, the equipment shall be installed and operating prior to an application being submitted. A percentage of each Vendor's installations will be subject to inspection by Duke Energy for verifying that the equipment is installed and operating. Vendors demonstrating high failure rates (based on a statistically significant sample) will have 100% of subsequent jobs inspected or may have their participation in the Mercantile Self Direct Incentive Program revoked by Duke Energy in its sole discretion.
- Vendors shall provide customers with applicable equipment warranty information for all measures installed. Vendors shall provide the required documentation for customers to apply for the rebate (invoices with model numbers and quantities, specification sheets for installed equipment, etc.) and assist customers in filling out the application.
- Vendors shall comply with all applicable local, state, and federal laws and codes when performing installation and related functions.

Guidelines for Vendor Activities

- Vendors shall sign and return the attached VPA to Duke Energy prior to soliciting customer participation or when submitting an application. Rebate payments will not be released to a Vendor unless a signed VPA is on file.

Vendors shall not misrepresent the nature of their role in the program. In particular, Vendors shall not state or imply to customers, or any persons, that the Vendor is employed by or working on Duke Energy's behalf.

- Duke Energy reserves the right to revoke a Vendor's participation in Mercantile Self Direct Incentive Program if, in Duke Energy's sole judgment, the Vendor fails to comply with the program's guidelines and requirements.
- Mercantile Self Direct Incentive Program offerings may be modified or terminated without prior notice. Check Duke Energy's Web site for current program status.

For more information, call **1-866.380.9580** or visit **www.duke-energy.com**.



Mercantile Self Direct Rebate Program

Technology	Responsible for sales and not installs*	Responsible for sales and Installation*	Technology	Responsible for sales and not installs*	Responsible for sales and Installation*
Lighting	<input type="checkbox"/>	<input type="checkbox"/>	Thermal Storage	<input type="checkbox"/>	<input type="checkbox"/>
Heating Ventilation & Cooling	<input type="checkbox"/>	<input type="checkbox"/>	Pumps/Motors/VFD's	<input type="checkbox"/>	<input type="checkbox"/>
Food Service	<input type="checkbox"/>	<input type="checkbox"/>	Chillers	<input type="checkbox"/>	<input type="checkbox"/>
Water Heating	<input type="checkbox"/>	<input type="checkbox"/>	Refrigeration	<input type="checkbox"/>	<input type="checkbox"/>
Process Equipment (air compressors, injection molding, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	Window Film	<input type="checkbox"/>	<input type="checkbox"/>

* Check all that apply

Vendors who wish to be listed as a Mercantile Self Direct Incentive Program participating Vendor shall complete this form. A signed copy of this form must be on file at Duke Energy in order for the Vendor to receive incentive payments. Fax form to **513-629-5572** or email to SelfDirect@duke-energy.com.

I have read and understand the Mercantile Self Direct Incentive Program Requirements for Vendor Participation, and I agree to comply with all requirements set forth therein. By signing this agreement, I agree to provide my customers with information and documentation that is true and accurate to the best of my knowledge. I hereby represent and warrant that the Tax ID and Vendor Tax Status provided below are true and accurate. I agree that any confidential information concerning my customer, including but not limited to Duke Energy service account information, will be used for the sole purpose of facilitating the customer's participation in the Mercantile Self Direct Incentive Program. Further, I understand that I am responsible for making sure everyone working for me understands the requirements prior to soliciting customer participation.

Vendor Federal Tax ID Number	
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To qualify for Duke Energy incentives, applicants who provide their social security number as their federal tax identification number for tax purposes must sign and return the "Customer consent to release personal information" form ("Consent Form") along with the application. Incentive applications are processed by a third-party vendor. The third-party vendor is responsible for mailing the 1099 form at the end of the calendar year for tax filing. Duke Energy and the third-party vendor have signed confidentiality agreement to protect your personal information. If your social security number is your federal tax ID number and you elect not to sign the Consent Form, please do not send Duke Energy the application, As you will not be qualified to participate in the incentive program.

Vendor Tax Status	<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other
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Contact me via	<input type="checkbox"/> Phone	<input type="checkbox"/> E-Mail	<input type="checkbox"/> Mail	
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Company Name	
Mailing Address	
City, State, Zip	
Phone/Fax	
Primary E-mail Address	
Secondary E-mail Address	
Vendor Signature	
Title	
Print Name	
Date	

For more information, call 1-866-380-9580 or visit www.duke-energy.com.

Ohio Mercantile Self Direct Program

Application Guide & Cover Sheet

Questions? Call 1-866-380-9580 or visit www.duke-energy.com.

Email this form along with completed Mercantile Self Direct Prescriptive or Custom applications, proof of payment, energy savings calculations and spec sheets to SelfDirect@Duke-Energy.com. You may also fax to 1-513-629-5572.

Mercantile customers, defined as using at least 700,000 kWh annually are eligible for the Mercantile Self Direct program. Please indicate mercantile qualification:

- a single Duke Energy Ohio account
- multiple accounts in Ohio (energy usage with other utilities may be counted toward the total)

Please list Duke Energy account numbers below (attach listing of multiple accounts and/or billing history for other utilities as required):

Account Number	Annual Usage	Account Number	Annual Usage
07800674-01	10009889		

Self Direct rebates are available for completed Custom projects that have not previously received a Duke Energy Smart Saver® Custom Incentive. Self Direct incentives are applicable to Prescriptive measures that were installed more than 90 days prior to submission to Duke Energy and have not previously received a Duke Energy Prescriptive rebate.

Self Direct Program requirements dictate that certain projects that may be Prescriptive in nature under the Smart Saver program must be evaluated using the Custom process. Use the table on page two as a guide to determine which Self Direct program fits your project(s). Apply for Self Direct projects using the appropriate application forms in conjunction with this cover sheet. Where Mercantile Self Direct Prescriptive applications are listed, please refer to the measure list on that application. If your measure is not listed, you may be eligible for a Self Direct Custom rebate. Self Direct Custom applications, like Smart Saver Custom applications, should include detailed analysis of pre-project and post-project energy usage and project costs. Please indicate which type of rebate applications are included in the table provided on page two.

Please check each box to indicate completion of the following program requirements:

<input checked="" type="checkbox"/> All sections of appropriate application(s) are completed	<input checked="" type="checkbox"/> Proof of payment.*	<input checked="" type="checkbox"/> Manufacturer's Spec sheets	<input type="checkbox"/> Energy model/calculations and detailed inputs for Custom applications
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* If a single payment record is intended to demonstrate the costs of both Prescriptive & Custom projects, please include an additional document with an estimated breakout of costs for each Prescriptive and Custom energy conservation measure.

Application Type	Replaced equipment at end of lifetime or because equipment failed**	Replaced fully operational equipment to improve efficiency***	New Construction
Lighting	MSD Custom Part 1 <input type="checkbox"/> Custom Lighting Worksheet <input type="checkbox"/>	MSD Prescriptive Lighting <input type="checkbox"/>	MSD Prescriptive Lighting <input type="checkbox"/>
		MSD Custom Part 1 <input type="checkbox"/> Custom Lighting Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> Custom Lighting Worksheet <input type="checkbox"/>
Heating & Cooling	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Prescriptive Heating & Cooling <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
Window Films, Programmable Thermostats, & Guest Room Energy Management Systems	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General and/or EMS Worksheet(s) <input type="checkbox"/>	MSD Prescriptive Heating & Cooling <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General and/or EMS Worksheet(s) <input type="checkbox"/>
Chillers & Thermal Storage	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input checked="" type="checkbox"/>	MSD Prescriptive Chillers & Thermal Storage <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
Chiller Tune-ups	MSD Prescriptive Chiller Tune-ups <input type="checkbox"/>	MSD Prescriptive Chiller Tune-ups <input type="checkbox"/>	MSD Prescriptive Chiller Tune-ups <input type="checkbox"/>
Motors & Pumps	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Prescriptive Motors, Pumps & Drives <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
VFDs	Not Applicable	MSD Prescriptive Motors, Pumps & Drives <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom VFD Worksheet <input type="checkbox"/>
		MSD Custom Part 1 <input type="checkbox"/> MSD Custom VFD Worksheet <input type="checkbox"/>	
Food Service	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Prescriptive Food Service <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
Air Compressors	MSD Custom Part 1 <input type="checkbox"/> MSD Custom Compressed Air Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom Compressed Air Worksheet <input type="checkbox"/>	MSD Prescriptive Process <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom Compressed Air Worksheet <input type="checkbox"/>
Process	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	MSD Prescriptive Process <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>
		MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>	
Energy Management Systems	MSD Custom Part 1 <input type="checkbox"/> MSD Custom EMS Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom EMS Worksheet <input type="checkbox"/>	MSD Custom Part 1 <input type="checkbox"/> MSD Custom EMS Worksheet <input type="checkbox"/>
Behavioral*** & No/Low Cost	MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <input type="checkbox"/>		

** Under the Self Direct program, failed equipment and equipment at the end of its useful life are evaluated differently than early replacement of fully functioning equipment. **All equipment replacements due to failure or old age will be evaluated via the Custom program.**

*** Please ensure that you include the age of the replaced equipment for measures classified as "Early Replacement" in your application as well as the estimated date that you would have otherwise replaced the existing equipment if you had not chosen a more energy efficient option.

**** Behavioral energy efficiency and demand reduction projects must be both measurable and verifiable. Provide justification with your application.



MERCANTILE SELF DIRECT Ohio Chillers / Thermal Storage Incentive Application

Questions? Call 1-866-380-9580 or visit www.duke-energy.com.

Email the complete, signed application with all required documents to SelfDirect@duke-energy.com or fax to 513-629-5572

Is this application: **NEW** (original) or **REVISED** (changes made to original application)

Building Type – Required (check one)		
<input type="checkbox"/> Data Centers	<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Office
<input type="checkbox"/> Education/K-12	<input type="checkbox"/> Healthcare	<input type="checkbox"/> Public Assembly
<input type="checkbox"/> Education Other	<input type="checkbox"/> Industrial	<input type="checkbox"/> Public Order/Safety
<input type="checkbox"/> Elder Care/Nursing Home	<input checked="" type="checkbox"/> Lodging	<input type="checkbox"/> Religious Worship/Church
<input type="checkbox"/> Food Sales/Grocery	<input type="checkbox"/> Retail (Small Box)	<input type="checkbox"/> Service
<input type="checkbox"/> Fast Food Restaurant	<input type="checkbox"/> Retail (Big Box)	<input type="checkbox"/> Warehouse
<input type="checkbox"/> Other:		
How did you hear about the program? (check one)		
<input checked="" type="checkbox"/> Duke Energy Representative	<input type="checkbox"/> Web Site	<input type="checkbox"/> Radio
<input type="checkbox"/> Contractor / Vendor	<input type="checkbox"/> Other _____	

Please check each box to indicate completion of the following program requirements:

<input checked="" type="checkbox"/> All sections of application	<input checked="" type="checkbox"/> Invoice with make, model number, quantity and equipment manufacturer	<input checked="" type="checkbox"/> Tax ID number for payee	<input checked="" type="checkbox"/> Customer/vendor agree to Terms and Conditions
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Customer Information					
Customer/Business	Westin Cincinnati	Contact	Bob Petrey		
Phone	513.852.2710	Account Number	07800674-01		
Street Address (Where incentive should be mailed)	21 East 5 th Street				
City	Cincinnati	State	Ohio	Zip Code	45202
Installation Street Address	21 East 5 th Street				
City	Cincinnati	State	ohio	Zip Code	45202
E-mail Address	bob.petrey@westin.com				

**Failure to provide the account number associated with the location where the installation took place will result in rejection of the application.*

Vendor Information					
Vendor	Trane/RPC	Contact	Tom Imhoff		
Phone	513.771.8884	Fax	513.772.7281		
Street Address	10300 Springfield Pike				
City	Cincinnati	State	Ohio	Zip Code	45215
E-mail Address	wimhoff@trane.com				

If Duke Energy has questions about this application, who should we contact? Customer Vendor

Payment Information		
Who should receive incentive payment?	<input checked="" type="checkbox"/> Customer	<input type="checkbox"/> Vendor (Customer must sign below)
I hereby authorize payment of incentive directly to the vendor:	Customer Signature (written signature)	
	Date	12/20/2011
Provide Tax ID Number for Payee	Customer Tax ID #	26-1479609
	Vendor Tax ID #	

Terms and Conditions			
I have read and hereby agree to the Terms & Conditions and Program Requirements.			
Customer Signature		Vendor Signature	
Date	12/20/2011	Date	
Title	Chief Engineer	Title	

Incentives are subject to change and may be discontinued at the sole discretion of Duke Energy. Equipment must be installed and operable to be eligible for incentives. As Federal Energy Policy Law changes, equipment efficiency requirements are subject to change.

The Equipment below is (check one): New Equipment / New Construction
 Early replacement of existing equipment or replacement of failed equipment must apply for Self Direct Custom program.

See Page 4 of form for required efficiency levels and equipment eligibility

Air Cooled Chillers									
Make/Model # Scroll/Screw Type	# of Units	AHRI Tons/Unit	Full-load kW/ton*	Incentive \$/ton	IPLV kW/ton*	Incentive \$/ton	Building Type	Date Installed & Operable (mm/yy)	Total Incentive

* Chiller performance and IPLV must be tested under AHRI conditions - submit documentation of compliance

The Equipment below is (check one): New Equipment / New Construction
 Early replacement of existing equipment or replacement of failed equipment must apply for Self Direct Custom program.

See Page 4 of form for required efficiency levels and equipment eligibility

Water Cooled Chillers										
Description	Make/Model #	# of Units	AHRI Tons/Unit	Full-load kW/ton*	Incentive \$/ton	IPLV kW/ton*	Incentive \$/ton	Building Type	Date Installed & Operable (mm/yy)	Total Incentive
<input type="checkbox"/> Screw/Scroll Chiller <input checked="" type="checkbox"/> Centrifugal Chiller	Trane/CVF058FA3 MOACM2706QBE 6NBC(CVHF0570)	2	500						02/08	
<input type="checkbox"/> Screw/Scroll Chiller <input type="checkbox"/> Centrifugal Chiller										
<input type="checkbox"/> Screw/Scroll Chiller <input type="checkbox"/> Centrifugal Chiller										

* Chiller performance and IPLV must be tested under AHRI conditions - submit documentation of compliance

- New PO
- PO Modification
- Capital



CAPITAL PO #
C5028

CAPITAL PURCHASE ORDER

HOTEL NAME: HST LESSEE CINCINNATI
DBA THE WESTIN CINCINNATI
21 East Fifth Street
Cincinnati, OH 45202-3160

DATE REQUESTED BY: 9-Aug-07
Bob Petrey

VENDOR MAILING ADDRESS: RPC Mechanical Inc.
5301 Lester Road
Cincinnati, OH 45213

SHIP/REMIT TO: Westin Cincinnati
21 East Fifth Street
Cincinnati, OH 45202-3160

PHONE CONTACT: 513-733-8888
Kevin Madigan

PHONE CONTACT: 513-852-2710
Bob Petrey

PAYMENT TERMS: Upon Receipt

SPECIAL INSTRUCTIONS:

Item/Model No.	Description	Quantity	Unit Price	Total Cost	Account Number / Host Account #
CVHFO570	Trans Chillers	2	\$247,000.00	\$ 494,000.00	
	Variable frequency Drive	1	\$35,502.00	\$ 35,502.00	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
	Sales Tax included			\$ -	
				\$ -	
				\$ -	
	Tax 6.5%			\$ -	
	Freight (estimate)			\$ -	
				\$ 529,502.00	

DEPOSIT AMOUNT:

TAX CODE: 11 Taxable by Vendor

Note to Vendor:

P.O. # MUST appear on invoices and packing slips. Invoices are to be addressed to "Accounts Payable". Also, it is policy of this Hotel to award and accept contracts without favoritism. Hotel employees cannot accept or solicit supplier gifts.

Approvals:

Project Manager: Bob Petrey _____

Project Controller: Scot Bigley _____

RPC MECHANICAL INC.

5301 LESTER ROAD, CINCINNATI, OHIO 45213
PHONE (513) 733-8888 FAX (513) 733-8555

Westin
21 East Fifth Street
Cincinnati, OH 45202-3160

Please Remit To:
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
Cincinnati, Ohio 45213
P O Box 23129
Cincinnati, OH 45233-0128

INVOICE
No. 09703

INVOICE DATE	01/17/08
CUSTOMER NUMBER	002594
RPC JOB NUMBER	07101
CUSTOMER PURCHASE ORDER NUMBER	C5028
TERMS	Net 10 Days

JOB NAME AND LOCATION **Westin Chiller Replacement**

DESCRIPTION	PRICE	INVOICE AMOUNT
Progress billing #1 for stored materials, permits and demo labor.		
TOTAL HVAC CONTRACT	\$529,502.00	
CHANGE ORDERS	\$0.00	
TOTAL HVAC CONTRACT	\$529,502.00	
TOTAL COMPLETE TO DATE		\$360,000.00
LESS PREVIOUSLY BILLED		\$0.00
AMOUNT DUE THIS BILLING		\$360,000.00

REC'D
RF
JAN 22 2008
CAREX - C.5028
\$360,000.00



Please Remit To:
 XXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXX
 P O Box 23129
 Cincinnati, OH 45233-0128

INVOICE
 No. 09787

5301 LESTER ROAD, CINCINNATI, OHIO 45213
 PHONE (513) 733-8888 FAX (513) 733-8555

INVOICE DATE	02/20/08
CUSTOMER NUMBER	002594
RPC JOB NUMBER	07101
CUSTOMER PURCHASE ORDER NUMBER	C5028
TERMS	Net 10 Days

Westin
 21 East Fifth Street
 Cincinnati, OH 45202-3160

JOB NAME AND LOCATION

Westin Chiller Replacement

DESCRIPTION	PRICE	INVOICE AMOUNT
Progress billing #1 for stored materials, permits and demo labor.		
TOTAL HVAC CONTRACT	\$529,502.00	
CHANGE ORDERS	\$0.00	
TOTAL HVAC CONTRACT	\$529,502.00	
TOTAL COMPLETE TO DATE	\$529,502.00	
LESS PREVIOUSLY BILLED	\$360,000.00	
AMOUNT DUE THIS BILLING		\$169,502.00

RECEIVED

REC'D OK PRICE OK

MAR 13 2008

APPROVED BY QXD
 ACCT. DIST. CinFed - C5028
 AMOUNT \$ 169,502.00

Seller represents that the goods or services covered by this invoice have been produced or rendered in full compliance with the requirements of the Fair Labor Standards Act of 1938 as amended, including Section 12(A)