

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

Ecug'P q0<"<u>34/3967"/GN/GGE</u>

Mercantile Customer: **Jo-Ann Fabrics Store #2240**

Electric Utility: **Duke Energy**

Program Title or

HVAC

Description:

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

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

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

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

Section 1: Mercantile Customer Information

Name: Jo-Ann Stores Inc

Principal address: 5555 Darrow Road Hudson, Ohio 44236

Address of facility for which this energy efficiency program applies:

10166 Colerain Cincinnati, Ohio 45251

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. (**Refer to 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):
		Installed new HVAC equipment October 2011
		Behavioral or operational improvement.
В)	Ene	rgy savings achieved/to be achieved by the energy efficiency program:
	1)	If you checked the box indicating that the project involves the early replacement of fully functioning equipment replaced with new equipment, then calculate the annual savings [(kWh used by the original equipment) – (kWh used by new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:
		Annual savings:kWh
	2)	If you checked the box indicating that the customer installed new equipment to replace equipment that needed to be replaced, then calculate the annual savings [(kWh used by less efficient new equipment) – (kWh used by the higher efficiency new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:
		Annual savings:kWh
		Please describe any less efficient new equipment that was rejected in favor of the more efficient new equipment.

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: 6,138 kWh (See 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.

Revised October 4, 2011

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?

October 2011

C) What is the peak demand reduction achieved or capable of being achieved (show calculations through which this was determined):

2.2 KW (See Attachment 1 - Appendix 2)

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.

app		. All	2 is selected, the application will not qualify for the 60-day automatic applications, however, will be considered on a timely basis by the
A)	The	custon	ner is applying for:
	✓	n 1: A cash rebate reasonable arrangement.	
	OR		
		-	n 2: An exemption from the energy efficiency cost recovery anism implemented by the electric utility.
	OR		
		Comr	nitment 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 \$1,115.00 (See Attachment 1 - Appendix 3). (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 ski	ip Subsection 2)	

✓	Utility Cost Test (UCT).	The calculated UCT value i	S
	(See Attachment 1 - Appe	endix 4)	

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 \$3,962.00 (See Attachment 1 - Appendix 5).

The utility's program costs were \$776.00 (See Attachment 1 - Appendix 6).

The utility's incentive costs/rebate costs were \$1,115.00 (See Attachment 1 - Appendix 3).

Section 7: Additional Information

Please attach the following supporting documentation to this application:

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

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

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

Refer to Offer Letter following this application

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.



DUKE ENERGY CORPORATION

Mercantile Self Direct Program 139 East Fourth Street Cincinnati, OH 45202

513 629 5572 fax

May 21, 2012

Mr. Marcello Crestani JoAnn Fabric 10166 Colerain Avenue Cincinnati, Ohio 45251

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

Dear Mr. Crestani:

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 \$1115.00 has been proposed for your HVAC project completed in the 2011 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,

Grady Reid, Jr Product Manager Mercantile Self Direct Rebates

cc: Rob Jung, WECC

Please indicate your response t	to this rebate offer within 30 days	of receipt.						
Rebate is accepted. Rebate is declined. By accepting this rebate, JoAnn Fabric 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.								
secure approval of this arrange	Additionally, JoAnn Fabric 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.							
this rebate offer is true and acc project scope, equipment spe	Finally, JoAnn Fabric 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 us reduction projects?	se the monies to fund future energ	gy efficiency and/or demand						
X YES NO								
If rebate is declined, please indi	cate reason (optional):							
Munullo (Just 2) Customer Signature	Marcello Crestani Printed Name	<u>5/22/</u> 2012 Date						

Proposed Rebate Amounts

MEA ^R HIE (IL	Energy Conservation Measure (ECM),	Proposed Remaie Amount
ECM-1	Unitary AC - 136000 - 240000 (Qty - 4)	\$1000.00
ECM-2	Unitary AC - 65000-135000 (Qty - 1)	\$75.00
ECM-3	Unitary AC - < 65000 3 Phase (Qty - 1)	\$40.00
Total		\$1115.00

Ohio Public Utilities Commission

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

Case l	No.:EL-EEC
State	of Ohio :
that:	Debbie Mansfield , Affiant, being duly sworn according to law, deposes and says
1.	I am the duly authorized representative of:
	Jo-Ann Stores, Inc. [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.
Signa	Director, Construction and Facilities ture of Affiant & Title
Swori	n and subscribed before me this 30 day of May, 2012, Month/Year
<u>//</u> Signa	ture of official administering oath DEBBIE L. HOUSE
Мус	ommission expires on

Attachment 1 – Jo-Ann Fabric Store 2240

Appendix 1 – Electric History

87600711 23			66800392 24		
JO-ANN STORES,INC			JO-ANN STORES INC		
3866 PAXTONSTORE: D			10400 READING RD SUITE 135		
CINCINNATI, OH 45209			CINCINNATI, OH 45241		
Date	Days	KWH	Date	Days	KWH
5/21/2012	31	14,320	5/24/2012	29	25,120
4/20/2012	30	12,600	4/25/2012	30	20,560
3/21/2012	29	10,800	3/26/2012	31	21,920
2/21/2012	29	9,880	2/24/2012	29	19,040
1/23/2012	34	11,720	1/26/2012	30	19,760
12/20/2011	32	6,840	12/27/2011	34	23,680
11/18/2011	29	17,080	11/23/2011	29	20,240
10/20/2011	29	14,880	10/25/2011	29	20,000
9/21/2011	30	18,360	9/26/2011	32	24,560
8/22/2011	31	24,440	8/25/2011	29	27,920
7/22/2011	30	21,360	7/27/2011	30	30,000
6/22/2011	30	19,360	6/27/2011	32	26,880
Total		181,640	Total		279,680
82000867 23			65802058 04		
JO-ANN STORES INC			JO-ANN STORES INC		
4530 EASTGATE BLSUITE					
700			10166 COLERAIN		
CINCINNATI, OH 45245			CINCINNATI, OH 45251		
Date	Days	KWH	Date	Days	KWH
5/8/2012	29	9,720	5/2/2012	30	19,040
4/9/2012	32	10,720	4/2/2012	31	19,520
3/8/2012	29	10,960	3/2/2012	29	13,760
2/8/2012	29	11,400	2/2/2012	28	13,400
1/10/2012	33	12,680	1/5/2012	34	19,800
12/8/2011	31	11,760	12/2/2011	31	17,720
11/7/2011	31	12,360	11/1/2011	28	16,520
10/7/2011	29	11,640	10/4/2011	35	22,720
9/8/2011	30	15,400	Total		142,480
8/9/2011	29	16,760			
7/11/2011	32	15,520			
6/9/2011	30	11,880			
Total		150,800			

Appendix 2 – Annual kWh losses and annual KW losses

Measure	Annual kWh Gross with losses	Upload Amount	TOTAL Annual kWh losses	KW Per Measure	Total KW Savings
Unitary AC - 136000 - 240000	111.54	50	5577	0.04	2
Unitary AC - 65000 -135000	62.92	6	378	0.02	0.12
Unitary AC - < 65000 3 Phase	45.76	4	183	0.02	0.08
Totals			6138		2.2

Appendix 3 – Cash Rebate

Measure	Amount
Unitary AC - 136000 - 240000	\$1,000
Unitary AC - 65000 -135000	\$75.00
Unitary AC - < 65000 3 Phase	\$40.00
Total	\$1,115

Appendix 4 – Utility Cost Test

Measure	Annual kWh Gross with losses	Upload Amount	TOTAL Annual kWh losses	KW Per Measure	Total KW Savings
Unitary AC - 136000 - 240000	111.54	50	5577	0.04	2
Unitary AC - 65000 -135000	62.92	6	378	0.02	0.12
Unitary AC - < 65000 3 Phase	45.76	4	183	0.02	0.08
Totals			6138		2.2

Appendix 5 – Avoided Supply Costs

Measure	T&D	Production	Capacity	Quantity	Total Avoided Costs
Unitary AC - 136000 - 240000	\$8.00	\$40.00	\$24.00	50	\$3,600
Unitary AC - 65000 -135000	\$4.00	\$23.00	\$14.00	6	\$246
Unitary AC - < 65000 3 Phase	\$3.00	\$16.00	\$10.00	4	\$116
Total					\$3,962

Appendix 6 – Utility Program Costs

Measure	Qty	Admin Costs	Total Costs
Unitary AC - 136000 - 240000	50	\$14.00	\$700
Unitary AC - 65000 -135000	6	\$8.00	\$48
Unitary AC - < 65000 3 Phase	4	\$7.00	\$28
Total			\$776

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 <u>completed Mercantile Self Direct Prescriptive or Custom applications</u>, proof of payment, energy savings calculations and spec sheets to <u>SelfDirect@Duke-Energy.com</u>. You may also fax to 1-513-419-5572.

<u></u>	3,		
Mercantile customers, defined as unidicate mercantile qualification: a single Duke Energy multiple accounts in C	Ohio account	lly are eligible for the Mercantile S	
Please list Duke Energy account n	umbers below (attach listing of mu	ultiple accounts an/or billing history	y for other utilities as required)

Account Number	Annual Usage	Account Number	Annual Usage

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:

T ICASC CITCON CACIT DOX to ITIAICAN	c completion of the following progr	ani requirements.	
application(s) are completed			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.

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	MSD Custom Part 1	MSD Prescriptive Lighting	MSD Prescriptive Lighting	
Nki j vkpi ''	Custom Lighting Worksheet	MSD Custom Part 1 Custom Lighting Worksheet	MSD Custom Part 1 ☐ Custom Lighting Worksheet ☐	
J gevkpi '('Eqqqkpi''	MSD Custom Part 1	MSD Custom Part 1	MSD Prescriptive Heating & Cooling	
	MSD Custom General Worksheet	MSD Custom General Worksheet	MSD Custom Part 1 MSD Custom General Worksheet MSD Custom General Worksheet MSD Custom General Worksheet MSD Custom Part 1	
" Y lpf qy 'Hko u'' Rtqi tco o cdıg'' Vj gto quwcwı'(" I wguv'Tqqo 'Gpgti {'' O cpci go gpv'' U{ uwgo u''	MSD Custom Part 1 ☐ MSD Custom General and/or EMS Worksheet(s) ☐	MSD Prescriptive Heating & Cooling	MSD Custom Part 1 ☐ MSD Custom General and/or EMS Worksheet(s) ☐	
Ej kngt u'('Vj gt o cn' MSD Custom Part 1		MSD Custom Part 1	MSD Prescriptive Chillers & Thermal Storage ☐	
Uvqt ci g''	MSD Custom General Worksheet	MSD Custom General Worksheet	MSD Custom Part 1 ☐ MSD Custom General Worksheet ☐	
Ej kugt 'Vwpg/wru''	MSD Prescriptive Chiller Tune-ups	MSD Prescriptive Chiller Tune-ups	MSD Prescriptive Chiller Tune-ups	
O qvqtu'('Rwo ru''	MSD Custom Part 1	MSD Custom Part 1	MSD Prescriptive Motors, Pumps & Drives □	
Oqqiu(KwoTu	MSD Custom General Worksheet	MSD Custom General Worksheet	MSD Custom Part 1 ☐ MSD Custom General Worksheet ☐	
VIII:-!!	Not Applicable	MSD Prescriptive Motors, Pumps & Drives □	MSD Custom Part 1	
XHF u''	Not Applicable	MSD Custom Part 1 ☐ MSD Custom VFD Worksheet ☐	MSD Custom VFD Worksheet	
	MSD Custom Part 1 □	MSD Custom Part 1	MSD Prescriptive Food Service	
Hqqf 'Ugt xleg''	MSD Custom General Worksheet	MSD Custom General Worksheet	MSD Custom Part 1 ☐ MSD Custom General Worksheet ☐	
	MSD Custom Part 1	MSD Custom Part 1	MSD Prescriptive Process	
Ckt'Eqortguuqtu''	MSD Custom Compressed Air Worksheet	MSD Custom Compressed Air Worksheet	MSD Custom Part 1 ☐ MSD Custom Compressed Air Worksheet ☐	
	MSD Custom Part 1 ☐	MSD Prescriptive Process	MSD Custom Part 1	
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Dgj cxkqtcn,,,'('' PqNqy 'Equv''		MSD Custom Part 1 MSD Custom General Worksheet		

^{**} 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.





MERCANTILE SELF DIRECT Ohio Heating / Cooling Equipment 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 513-419-5572

D 11 11	s this application	NEW	(original) or	VEALOED ICUSU	res made to	original a	nationtion		
Suilding Type - R	equired (check	one)		REVISED (chan	ges made to	original a	pplication)		
Data Centers			☐ Full Service Res	staurant		I Of	fice	SECTION STREET	
☐ Education/K-12			☐ Healthcare	add ditt			UMP-92		
☐ Education Othe	r a		☐ Industrial				Public Assembly		
☐ Elder Care/Nurs	sing Home		Lodging				☐ Public Order/Safety		
Food Sales/Gro			Retail (Small Bo	w)			ligious Worship/C	hurch	
☐ Fast Food Resta	The state of the s		Retail (Big Box)	^)			rvice		
Other:			Z retail (blg box)				arehouse		
low did you hear	about the progr	am? (chec	k one)						
☐ Duke Energy Re		ann (chec	T						
Contractor / Ven			⊠ Web Site			Ra	dio		
			Other	No. of Sections 1					
lease check each	box to indicate co	mpletion of	the following program	n requirements:					
All sections of application Invoice number			with make, model r, quantity and	☐ Tax ID nur		/ee	☐ Customer/v	vendor agree Conditions	
		equipm	ent manufacturer				I and	Conditions	
ustomer Informat	ion								
ustomer/Business		JoAnn Sto	40040				9 4		
				Contact			Marcello Crestani		
210-102-4				Account Number			65802058041		
reet Address (Where incentive should be mailed ty Philadelphia				PO Box 157	87 (Dept. 6	1882)			
	· madelphia			State	PA		Zip Code	19103	
		10166 Colerain Avenue							
ty		Cincinnati		State	ОН		Zip Code	45251	
mail Address		mcrestani@	grealwinwin.com				-		
endor Information	account number	associated	with the location wher	e the installation	took place	will resul	t in rejection of the	application.	
FINGUL HINGHINGHOLD		* J \							
				Contact					
endor									
endor none				Fax					
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endor none reet Address ty mail Address Duke Energy has	questions abou	t this applic	cation, who should v	Fax	⊠ Cus	tomer			
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endor none reet Address ty mail Address Duke Energy has yment Informatio no should receive in	ncentive paymen	t? 🛛 C	ustomer	State we contact?					
endor none reet Address ty mail Address Duke Energy has yment Informatio no should receive in ereby authorize pa	n ncentive paymen yment of incentiv	t? 🛛 C	ustomer omer Signature (writt	State we contact?	☐ Vendo		☐ Vendor		
endor none reet Address ty mail Address Duke Energy has syment Informatio ho should receive in ereby authorize pa ectly to the vendor	n ncentive paymen yment of incentiv	t? 🛭 Cost Date	ustomer omer Signature (writt	State we contact?	☐ Vendo	r (Custo	☐ Vendor		
endor none reet Address ty mail Address Duke Energy has yment Informatio no should receive in ereby authorize pa	n ncentive paymen yment of incentiv	t? 🖾 C e Cust Date Cust	ustomer omer Signature (writt	State we contact?	☐ Vendo	r (Custo	☐ Vendor		
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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.

Central Air I	Unit Incentives (Roo	ftop and	Unitary A	and HEAT	PUMPS*)					
Description	Make/Model # (for split system, supply both the indoor and outdoor coil numbers)	# of Units		Incentives per Ton**	Installed AHRI Efficiency Rating (mark one)	Number	Annual Operating Hours (min. of 1500)	Cost	Date Installed and Operable (mm/yy)	Total Incentive
E	YFD151E4HAA	4	12.5	\$20.00	SEER/EER**	404318	4212		10/7/2011	\$1,000.0 0
D	YHC072E4RMA	1	6	\$12.50	□ ⊠ SEER/EER**	3549397	4212		10/7/2011	\$75.00
В	YHC048E4RLA	1	4	\$12.50	⊠ □ SEER/EER**	1191626	4212		10/7/2011	\$50.00
					SEER/EER**					
					SEER/EER**					
** Incentive c	apped at 50% of the ed	quipment o	ost.	•						

Description	Size Range	Minimum AHRI Efficiency	Incentive
Packaged Terminal Air Co	nditioning		
	All sizes	See ** below	\$10/unit
Initary and Rooftop Air C	onditioning		
3	<65,000 BTUH (1 Phase)	14.5 SEER/split system; 14 SEER/single package system	\$12.50/ton
	<65,000 BTUH (3 Phase)	12.0 EER/split system; 11 EER/single package system	\$10/ton
	65,000-135,000 BTUH	11.0 EER	\$12.50/ton
	136,000-240,000 BTUH	11.0 EER	\$20/ton
•	241,000-760,000 BTUH	10.0 EER	\$10/ton
3	>760,000 BTUH	10.0 EER	\$15/ton
Initary and Rooftop Heat	Pump – only Air-to-Air Heat Pump units qualify		
1	<65,000 BTUH (1 Phase)	14.5 SEER/split system; 14 SEER/single package system	\$12.50/ton
	<65,000 BTUH (3 Phase)	12.0 EER split system; 11 EER/single package system	\$10/ton
J	65,000-135,000 BTUH	11.0 EER	\$17.50/ton
(136,000-240,000 BTUH	10.0 EER	\$17.50/ton
-	>241,000 BTUH	10.0 EER	\$17.50/ton

- Duke Energy requires an AHRI reference # or documentation from the AHRI Manual to verify the required efficiency level for all central air systems. If the equipment or matched set is not in the AHRI manual, the manufacturer's technical fact sheets must be provided showing the efficiency level tested under AHRI conditions. Equipment capacity (size) and efficiency must be based on AHRI design conditions.
- For split systems, the indoor coil and condenser must be a matched set to be eligible for incentives.
- Cooling system(s) must operate >1,500 hours annually to be eligible.
- Incentives are only available for Air-to-Air HP units. Ground Source and Water Source Heat Pumps are not eligible. Incentives may be available under the custom program. See custom application on the Duke Energy Mercantile Self Direct website for application and equipment requirements.
- All equipment must be **new** to be eligible for incentives. Used equipment is **not** eligible for 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.

Description*	Make/Model #	Size Range Btu/hr	Incentive per Unit*	Quantity	EER	Annual Operating Hours (min. of 1500)	Equipment Cost	Date Installed and Operable (mm/yy)	
									1

Energy Star Window / Sleeve / Room Incentive Table								
Size Range	EER	Incentive		EER	Incentive		EER	Incentive
<8,000 BTU/hr	10.7	\$12.50		11.2	\$17.50		11.6	\$20
8,000 - 13,999 BTU/hr	10.8	\$12.50		11.3	\$17.50		11.8	\$20
14,000 BTU – 19,999 BTU/hr	10.7	\$25		11.2	\$37.50		11.6	\$40
>=20,000 Btu/hr	9.4	\$25		9.8	\$37.50		10.2	\$40

- Cooling system(s) must operate >1,500 hours annually to be eligible.
- An equipment data sheet is required stating that the unit is Energy Star rated and providing the EER.
- All equipment must be **new** to be eligible for incentives. Used equipment is **not** eligible for 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.

Air Source F	leat Pump Wate	er Heater Ir	centives***						
Description*	Make/Model #	Quantity		Incentive per Tank*	Installed COP Efficiency*	Annual Operating Hours (min. of 1500)	Equipment Cost	Date Installed and Operable (mm/yy)	
			MBH						
			MBH						
			MBH						
** Incentive ca	pped at 50% of t	he equipme	nt cost.	•	•	•	•	•	

Air Source Heat Pump Water Heater Incentive Table									
Description	Size Range	Minimum COP Efficiency	Incentive*						
Air source Heat Pump Wa	ter Heater								
Q	10-50 MBH	3.0	\$1,000/unit						
R	51-100 MBH	3.0	\$1,750/unit						
S	101-300 MBH	3.0	\$2,500/unit						
Т	301v-500 MBH	3.0	\$3,500/unit						
U	>500 MBH	3.0	\$4,500/unit						
* Incentive capped at 50% of	Incentive capped at 50% of the equipment cost.								

- Incentives are only available for Air Source Heat Pump water heaters.
- All equipment must be new to be eligible for incentives. Used equipment is not eligible for incentives.
- An equipment data sheet is required stating that the COP.

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.

High Efficie	High Efficiency Commercial Electric Water Heater Incentives***												
Description*	Make/Model #	Quantity	Size Range	Incentive per Tank*	Installed Energy Factor*	Annual Operating Hours (min. of 1500)	Equipment Cost	Date Installed and Operable (mm/yy)					
			MBH										
			MBH										
			MBH										
** Incentive ca	apped at 50% of t	he equipme	nt cost.	•	•	•	•	•					

High – Efficiency Commercial Electric Water Heater Incentive Table										
Description	Size Range	Minimum Energy Factor (EF)	Incentive*							
V All 0.93 \$10/unit										
* Maximum incentive cannot exceed 50% of the total equipment cost.										

- Energy Factor (EF) must be a minimum of 0.93 to qualify.
- All equipment must be **new** to be eligible for incentives. Used equipment is **not** eligible for incentives.
- An equipment data sheet is required stating that the EF.



	ent below is (ch			(installed on existin							
New construc	ction or replace	ment of faile	a equipment mu	st apply for Self Di	rect Custom	progr	ram.				
Window Filn	n Incentives										
Item Number SHGC* (Model #)		Square Feet Installed	Incentive per Square Foot	Direction Window	Faces	Num Wind		ite stalled m/yy)	Project	Cost	Total Incentive**
			\$.50/sq.ft	☐ East ☐ West	South						
			\$.50/sq.ft	☐ East ☐ West	South						
			\$.50/sq.ft	☐ East ☐ West	South						
** Incentive	is capped at a	maximum (of 50% of the pr	oject cost (equipr	ment and ex	xterna	al labor).		1		
Window Filn	n Incentive					-					
Description			Minimum Ef				entive*				
Window Film				40 or less or a shad f 0.45 or less	ding	\$.50	\$.50/square ft.				
*Incentive is	capped at of	50% of the	oroject cost (ma	aterial and externa	al labor).	1					
gain co	efficient (SHGC	C) of 0.40 or	less, or a shadin	nufacturer's instruction of 0.4 ves. Used equipm	5 or less and	d cove	er the entire	window a		e a sc	olar heat
	ent below is (che ction or replace			(installed on existir st apply for Self Di			ram.				
Setback/Pro	grammable Th	nermostat Ir	centives (Retro	ofit only)							
Make/Model #			Quantity	Incentive p Unit*		Equipment Cost		nstalled perable y)	Total	Incentive	

* Incentive capped at 50% of the equipment cost.							
Setback/Programmable Thermostat Incentives (Retrofit only)							
Description Incentive							
Setback/Programmable Thermostat	\$25/thermostat*						

- Programmable Thermostats must replace existing standard thermostats Incentives for new construction are not applicable.
- Incentives for Programmable Thermostats cannot exceed 50% of the cost of the thermostat.
- Thermostat(s) shall be installed according to manufacturer's specifications and comply with manufacturer's warranty requirements.
 Thermostat(s) shall have a program memory retention capability or battery back-up (minimum 2 days), with warning indicator for battery replacement. Thermostat(s) shall be capable of automatic variation of the start of daily-warm-up time depending on indoor and outdoor temperature variations.
- All equipment must be **new** to be eligible for incentives. Used equipment is **not** eligible for incentives.



The Equipment below is (check one): Retrofit (installed on existing equipment)

New construction or replacement of failed equipment must apply for Self Direct Custom program.

/lake/Model #	Please indicate whether room is heated by Natural Gas (G) or Electric (E)? (please circle)	Quantity	Incentive per Room*	Equipment Cost	Date Installed and Operable (mm/yy)	Total Incentive
	E or G					
	E or G					
	E or G					

Guestroom Energy Management Controls (Retrofit only)								
Description	Incentive per Room							
Guestroom Energy Management Controls for rooms heated with Electric	\$40							
Guestroom Energy Management Controls for rooms heated with Gas	\$15							

- Incentives are available for sensors that control HVAC units for individual hotel rooms.
- Sensors controlled by a front desk system are not eligible.
- Sensors must be controlled by automatic occupancy detectors.
- During unoccupied periods, the default setting for controlled units should differ by at least 8 degrees from the operating set point.
- The incentive is per guest room controlled, not per sensor; for multi-room suites the incentive is available per room controlled, if a sensor is installed in each room.
- Replacement or upgrades of existing occupancy-based controls are not eligible for a prescriptive incentive.
- All equipment must be **new** to be eligible for incentives. Used equipment is **not** eligible for incentives.



Program Requirements

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 reproduce 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.
- 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 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. In 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 it's 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).

- 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.
- 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.
- Email the complete, signed application with all required documents to <u>SelfDirect@duke-energy.com</u> 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 it's 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 513-419-5582.

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.

- 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 it's 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.
- 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 Incentive Program

Technology	Responsible for sales and not installs*	Responsible for sales and Installation*	Technology	Responsible for sale and not installs*	Responsible for sales and Installation*
Lighting	<u> </u>		Thermal Storage		
Heating Ventilation & Cooling			Pumps/Motors/VFD	's 🔲	
Food Service			Chillers		
Water Heating			Refrigeration		
Process Equipment (air compressors, injection molding, etc.)			Window Film		
* Check all that apply					
Vendors who wish to be list form must be on file at Duke SelfDirect@duke-energy.co I have read and understand requirements set forth there accurate to the best of my k accurate. I agree that any c will be used for the sole pur that I am responsible for ma	e Energy in order for them. the Mercantile Self Direin. By signing this agreen and the confidential information of pose of facilitating the constant of the c	e Vendor to receive inc ect Incentive Program ement, I agree to provi resent and warrant that concerning my custome customer's participation	Requirements for Vede my customers with the Tax ID and Veren, including but not in the Mercantile S	endor Participation, and I th information and docum ndor Tax Status provided imited to Duke Energy self Direct Incentive Progr	agree to comply with all nentation that is true and I below are true and ervice account information, am. Further, I understand
Vendor Federal Tax ID Nun	nber				
To qualify for Duke Energy purposes must sign and ret Incentive applications are p calendar year for tax filing. I your social security number application, As you will not I	urn the "Customer cons rocessed by a third-par Duke Energy and the th is your federal tax ID n	ent to release persona ty vendor. The third-pa ird-party vendor have umber and you elect n	al information" form (lirty vendor is respon- signed confidentiality ot to sign the Conse	Consent Form") along wasible for mailing the 1099 agreement to protect yo	ith the application. Form at the end of the pur personal information. If
Vendor Tax Status	☐ Corporation	☐ Individual/Sole Pr	oprietor	nership	Other
Contact me via] Phone	☐ E-Mail	☐ Mail		
Company Name					
Mailing Address					
City, State, Zip					
Phone/Fax					
Primary E-mail Address					
Secondary E-mail Address					
Vendor Signature					
Title					

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

Print Name Date



National Account Proposal

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

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Prepared For: Date: March 21, 2011

Proposal Number: N3-63758-1

Job Name: JoAnn - Cincinnati, OH (Colerain) #2240 '11' Plans: Dated - 1/21/11

Delivery Terms: Freight Allowed and Prepaid - F.O.B. Factory Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the enclosed proposal for your review and approval.

Tag Data - Packaged Gas/Electric Rooftop Units (Qty: 6)

Item	Tag(s)	Qty	Description	Model Number
A1	AC - 1 thru 4	4	12.5 Ton Pkg. HI-Efficiency Gas/Elec RTU	YCD151E4
A2	AC - O	1	6 Ton Pkg. HI-Efficiency Gas/Elec RTU	YHC072E4
A3	AC - S	1	4 Ton Pkg. HI-Efficiency Gas/Elec RTU	YHC048E4

All Units

460/60/3

Factory Installed:

Control Interfaces

Economizer w/ reference enthalpy & barometric relief

Condenser Coil Hail Guard

Through the base gas & electric

Non-fused disconnect & Powered convenience outlet

Frostat, Crankcase Heater, Low Ambient to 0°F, Phase Monitor

Return air smoke detector

Discharge air sensing tube

Warranties:

5 Year Compressor & 10 Year Heat Exchanger Warranty - Parts Only

RTU Notes:

- 1. Mechanical Contractor is *responsible for installation & start-up* of the RTU's.
- 2. Mechanical Contractors may be required to provide temporary control of the rooftop units until the EMS system has been installed.
- 3. The EMS vendor provides control wiring and sensors. They are contracted directly by Jo-Ann Fabrics.

Tag Data - Electric Ceiling Mounted Heaters (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
C1	CH-1	1	5kW Electric Recessed Ceiling Mounted UH	UHCA051A8A

Unit Tagged: CH-1

5 kW Unit Size

1 Phase: 208 Volt, Element & Motor Unit mounted thermostat, single pole Unit Mounted Disconnect Switch

Field Installed Accessoreis:

Plaster Trim (Fld)

Total Net Price (Excluding Sales Tax)\$49,984.00

Sincerely,

Robert McClintock / Harry Hakenson - Trane U.S. Inc.

31200 Bainbridge Road Solon, OH 44139-2231 Phone: (440) 248-3400 Fax: (440) 349-6980

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS - EQUIPMENT

"Company" shall mean Trane U.S. Inc..

- 1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described equipment and any ancillary services (the "Equipment"). The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer's order is an acceptance of the Proposal, 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. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with these terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with scope and terms and condition of the Proposal. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of goods and/or Work by Company will in any event constitute an acceptance by Customer of these terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.
- 2. Title and Risk of Loss. All Equipment sales with destinations to Canada, Mexico or the U. Ś. shall be made FCA Company's U.S. manufacturing facility or warehouse (Incoterms 2000) and shall be invoiced to and shall become the property of Customer upon tender of delivery thereof to the carrier. All Equipment sales with destinations outside Canada, Mexico and the U. S. shall be made Ex Works "EXW" (Incoterms 2000) Company's U.S. manufacturing facility or warehouse and shall be invoiced to and shall become the property of Customer upon tender of delivery thereof to the carrier. Customer shall have the right to specify the method of transportation for the Equipment and the common carrier to be used. Absent such specification, The Company shall ship the Equipment by a reliable common carrier of its own selection in order to meet the delivery schedule and invoice Customer for all applicable charges associated with such shipment. Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
- 3. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.
- 4. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date and will notify Customer if the estimated delivery dates cannot be honored and will deliver the and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery times.
- 5. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal, and submittal data (if such data is issued in connection with the order), and Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. If Company and Customer are unable to agree on revised prices or terms, the order may be cancelled without any liability. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered which does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.
- 6. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. 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/labour disputes; labor/labour 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 Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
- 7. Warranty (not applicable to microturbines; see separate warranty attached). Company warrants that, for a period of the lesser of 12 months from initial start-up or 18 months for HVAC Equipment and 15 months for refrigeration Equipment from date of shipment, whichever is less, that the Equipment manufactured by Company: (1) is free from defects in material and manufacture and (2) has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company.) Returns must have prior written approval by Company and are subject to restocking charge where applicable. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. No liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.
- 8. Indemnity. Company and Customer shall indemnify, defend and hold harmless each other 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 their respective employees or other authorized agents in connection with their activities within the scope of

this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. 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.

- **9. Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so subject to Company's manuscript additional insured endorsement. Company does not waive any rights of subrogation.
- 10. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Equipment furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.
- 11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OF FACTS. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.
- 12. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.
- 13. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.
- 14. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance shall be any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.
- 15. Payment. Customer shall pay Company's invoices within net 30 days of shipment date. Company 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. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company in accordance with its credit and collections policy. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.
- 16. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.
- 17. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

- 18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a US location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles, and not including the United Nations Convention on Contracts for the International Sale of Goods. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. 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. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one
- 19. U.S. Government Work. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). This provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer 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, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company 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 Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

1-26.130-4(0710) Supersedes 1-26.130-4(0610) SOLD TO:

Trane U.S. Inc. 3600 Pammel Creek Road La Crosse WI 54601-7599

REMIT TO:

TRANE PO BOX 845053 DALLAS, TX 75284-5053

SHIP TO/SERVICE LOCATION

10166 COLERAIN AVE

CINCINNATI, OH 45251

ARLINGTON CONSTRUCTION, INC.

JOANN - CINCINNATI, OH (COLERAIN) #2240 '11'

INVOICE

* NUMBER

TYPE

2792079

DATE 12-JUL-11

PAGE 1 of 3

PURCHASE ORDER NUMBER 6156

PROJECT/JOB NAME

JoAnn - Cincinnati, OH

ORIGINAL SYSTEM NUMBER 1639041_KOD

CUSTOMER ACCOUNT # 3660263

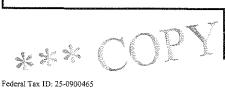
PREVIOUS#

ORDERING LOCATION

CREDIT JOB/PROJECT # N334217 SALES ORDER#/CALL#/CONTRACT# N3R149

'AYMENT N	130	DUE DATE 11-AUG-11	FOB	FREIGHT TERMS FA-PPD	SHIP/CLOS 12-J	UL-11	SHIP VIA AWLO		SHIPPING REFERENCE		
ITEM	DESCRIPTION	×				UOM/MULT	QUANTITY	UNIT PRIC	CE EXTEN	DED AMOUN	
1	YFD151E4I	IAA:12.5 Ton F	kg.				4				
	Line Note:		II-Efficiency Ga	s/Elec RTU							
	Model Number:	Y	FD151E4HAA								
	Tag Number:	A	C - 1								
	Tag Number:	A	C - 2						· ·		
	Tag Number:	A	C - 3								
	Tag Number:	A	C - 4								
2	FIYTBUE2:	1A:Thru the ba	se				4				
	Line Note:	e	lectrical								
	Model Number:	F	YTBUE211A			1			[
3	FIYUDC610	00A:Disconnect	switch				4				
	Model Number:	F	YUDC6100A								
4	FIYCOPO20	02A:120 volt					4				
	Line Note:	e	onvenience outle	et							
	Model Number:	F	YCOPO202A						ĺ		
5	FIYTBUG2	02A:Thru the ba	se				4				
	Tax Sumr	nary by Tax Coo	le								
	Tax OH(S	State) @ 5.509	⁄ _o	2	,689.28						
	Tax HAM	ILTON(County	(a) 1.00%		488.96						

SPECIAL INSTRUCTIONS:



SVETOTAL	TAX	FREIGHT	TOTAL
48,895.86	3,178.24	0.00	52,074.10

Currency: USD

^{*}Account must be current



SOLD TO:

Trane U.S. Inc. 3600 Pammel Creek Road La Crosse WI 54601-7599

REMIT TO:

TRANE PO BOX 845053 DALLAS, TX 75284-5053

SHIP TO/SERVICE LOCATION

10166 COLERAIN AVE

CINCINNATI, OH 45251

ARLINGTON CONSTRUCTION, INC.

JOANN - CINCINNATI, OH (COLERAIN) #2240 '11'

INVOICE

2792079

date 12-JUL-11

TYPE

* NUMBER

2 of 3

purchase order number 6156

PROJECT/JOB NAME

JoAnn - Cincinnati, OH

original system number 1639041_KOD

CUSTOMER ACCOUNT # 3660263

PREVIOUS#

ORDERING LOCATION

CREDIT JOB/PROJECT # N334217 SALES ORDER#/CALL#/CONTRACT# N3R149

AYMENT	•	DUE DATE	FOB	FREIGHT TERMS	SHIP/CLOSE DA	TE	SHIP VIA	SHIPPING	REFERENCE
N	130	11-AUG-11		FA-PPD	12-JUL-	-11	AWL	G .	
ITEM	DESCRIPTION	·			U	IOM / MULT	QUANTITY	UNIT PRICE	EXTENDED AMOU
	Line Note:		gas piping						
	Model Number:	I	TYTBUG202A						
6	FIYENTHOO	7A:Reference	enthalpy	•			4		
	Model Number:		TYENTH007A				·		
7	FIYTUBE00	8A:Supply air					4		
	Line Note:		sensing tube						
	Model Number:	Ŧ	TYTUBE008A						
8	FIYLGCM0	01A:Economiz	er logic				4		
	Line Note:		module				·		
	Model Number:	F	TYLGCM001A						
9	FIYSMDT22	smoke				4			
	Line Note:		detector						
	Model Number:	F	TYSMDT223A						
10	FIYLOAM0	23A:Frostat					4		
	Model Number:	F	TYLOAM023A						
11	FIYABRD00	2B:FIOPS opt	ions				4		
	Line Note:	-	nodule						
	Model Number:	F	TYABRD002B						
12	FIYGARD00	3A:FIOPS Co	ndenser				4		
	Line Note:		coil hail guard						
	Model Number:	F	TYGARD003A						
13	2705-8010-0	6-00:Year 6-10)				4		
	Line Note:	1	neat exchanger w	/arranty					
	Model Number:	2	705-8010-06-00						
14	YHC072E4RMA**F0B1C1B001A3****						1		
	Line Note:	*	********:6 To	on Pkg. HI-Efficiency Gas/Elec R'	TU				
	* PLEAS	E REFERENCE NU	MBER WITH YO	UR PAYMENT 2792079	** PAY IN 10 I	DAYS FOR 19	6 DISCOUNT: AC	COUNT MUST BE CU	RRENT
CIAL I	NSTRUCTIONS:								
				SEBFOTAL	TAX		FREIGH	IT	TOTAL
				48,895.86	3,178.2	.,	0.00		52,074.10

Federal Tax ID: 25-0900465

1% Discount:

*Payment within 10 days of invoice date

Currency: USD

*Account must be current



SOLD TO:

Trane U.S. Inc. 3600 Pammel Creek Road La Crosse WI 54601~7599

REMIT TO:

TRANE PO BOX 845053 DALLAS, TX 75284-5053 INVOICE

* NUMBER

TYPE

2792079

DATE 12-JUL-11 PAGE 3 of 3

PURCHASE ORDER NUMBER 6156

PROJECT/JOB NAME

JoAnn - Cincinnati, OH

ORIGINAL SYSTEM NUMBER 1639041_KOD

CUSTOMER ACCOUNT # 3660263

PREVIOUS#

SHIP TO/SERVICE LOCATION:

ORDERING LOCATION

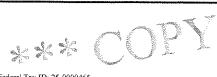
ARLINGTON CONSTRUCTION, INC. JOANN - CINCINNATI, OH (COLERAIN) #2240 '11' 10166 COLERAIN AVE CINCINNATI, OH 45251

CREDIT JOB/PROJECT # N334217 SALES ORDER#/CALL#/CONTRACT#

N3R149

N30		DUE DATE 11-AUG-11	FOB	FREIGHT TERMS FA-PPD		SHIP/CLOSE DATE 12-JUL-11		SHIPPING	SHIPPING REFERENCE	
ITEM	DESCRIPTION	·			· · · · · · · · · · · · · · · · · · ·	UOM / MULT	QUANTITY	UNIT PRICE	EXTENDED AMOUN	
	Line Note:	```	HC072E4R	MA10V5						
	Model Number:	Y	'HC072E4RI	MA**F0B1C1B001A3*******	****]				
	Tag Number:	A	C - O							
15	2705-8010-0	2-00:Year 6-10)				1			
	Line Note:		neat exchange	er warranty			•			
	Model Number;	2	705-8010-02	-00						
16	YHC048E4R	YHC048E4RLA**F2B1C1B001A3****					1			
	Line Note:			Ton Pkg. HI-Efficiency Gas/Elec	RTU		· 1			
	Line Note:		'HC048E4RJ							
	Model Number:	3	HC048E4RI	.A**F2B1C1B001A3*******	***					
	Tag Number:	A	C - S							
17	2705-8010-01-40:Year 6-10						1			
	Line Note:		neat exchange	er warranty			•			
	Model Number:	2	705-8010-01	-40						
							ŀ			
									l	
									ŀ	
	* PLEAS	E REFERENCE NUI	ABER WITH	YOUR PAYMENT 2792079	** PAY IN I	0 DAYS FOR 1%	DISCOUNT: ACC	OUNT MUST BE CU	RRENT	

SPECIAL INSTRUCTIONS:



SUBTOTAL	TAX	FREIGHT	TOTAL
48,895.86	3,178.24	0.00	52,074.10

Currency: USD

^{*}Account must be current



Certificate of Product Ratings

AHRI Certified Reference Number: 404318 Date: 7/9/2009 †Status: Active

Product: Year-Round Single-Package Air-Conditioner, Air-Cooled

Model Number: YCD151C4H*B*

Manufacturer: TRANE Trade/Brand name: TRANE

Rated in accordance with AHRI Standard 340/360-2004, Commercial and Industry Unitary Air-Conditioning and Heat Pump Equipment and is certified by the Air-Conditioning, Heating, and Refrigeration Institute to meet the following product performance ratings:

Cooling Capacity (Btuh): 146000

EER Rating (Cooling): 11.30

Integrated Part Load Value: 11.5

Heating Capacity at 47F (Btuh):

COP at 47F:

Heating Capacity at 17F (Btuh):

COP at 17F:

A * following a rating indicates a voluntary rerate of previously published data, unless accompanied with a WAS which indicates an involuntary rerate.

FootNote 1 - Certified ratings are for the base unit models only.

† Models with an 'Active' status are those that are currently in production. Models with a 'Discontinued' status are those that the manufacturer has elected to stop producing, yet stock is still available. Models with an 'Obsolete' status are those that the manufacturer is required to stop manufacturing due to an AHRI certification program test failure.

DISCLAIMER

AHRI does not endorse the product(s) listed on this Certificate and makes no representations, warranties or guarantees as to, and assumes no responsibility for, the product(s) listed on this Certificate. AHRI expressly disclaims all liability for damages of any kind arising out of the use or performance of the product(s), or the unauthorized alteration of data listed on this Certificate. Certified ratings are valid only for models and configurations listed in the AHRI Directory of Certified Product Performance located at www.ahridirectory.org. The information for the model cited on this certificate can be located and verified in the online directory by using the AHRI Certified Reference Number on the Certificate.

TERMS AND CONDITIONS

This Certificate and its contents are proprietary products of AHRI. This Certificate shall only be used for individual, personal and confidential reference purposes. The contents of this Certificate may not, in whole or in part, be reproduced; copied; disseminated; entered into a computer database; or otherwise utilized, in any form or manner or by any means, except for the user's individual, personal and confidential reference.





Certificate of Product Ratings

AHRI Certified Reference Number: 3549397 Date: 10/18/2011 †Status: Active

Product: Year-Round Single-Package Air-Conditioner, Air-Cooled

Model Number: YHC072E4**A

Manufacturer: TRANE

Trade/Brand name: TRANE

Rated as follows in accordance with AHRI Standard 340/360-2007, Commercial and Industry Unitary Air-Conditioning and Heat Pump Equipment and subject to verification of rating accuracy by AHRI-sponsored, independent, third party testing:

Cooling Capacity (Btuh): 68000

EER Rating (Cooling): 12.60

IEER: 14.5

Heating Capacity at 47F (Btuh):

COP at 47F:

Heating Capacity at 17F (Btuh):

COP at 17F:

DISCLAIMER

AHRI does not endorse the product(s) listed on this Certificate and makes no representations, warranties or guarantees as to, and assumes no responsibility for, the product(s) listed on this Certificate. AHRI expressly disclaims all liability for damages of any kind arising out of the use or performance of the product(s), or the unauthorized alteration of data listed on this Certificate. Certified ratings are valid only for models and configurations listed in the directory at www.ahridirectory.org.

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CERTIFICATE VERIFICATION

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[†] Models with an 'Active' status are those that are currently in production. Models with a 'Discontinued' status are those that the manufacturer has elected to stop producing, yet stock is still available. Models with an 'Obsolete' status are those that the manufacturer is required to stop manufacturing due to an AHRI certification program test failure.

^{*} Ratings followed by an asterisk (*) indicate a voluntary rerate of previously published data, unless accompanied with a WAS, which indicates an involuntary rerate.



This combination qualifies for a Federal Energy Efficiency Tax Credit when placed in service between Feb 17, 2009 and Dec 31, 2011.

Certificate of Product Ratings

AHRI Certified Reference Number: 1191626 Date: 11/1/2011

Product: Year-Round Single-Package Air-Conditioner, Air-Cooled

Manufacturer responsible for the rating of this system combination is AMERICAN STANDARD, INC.

Rated as follows in accordance with AHRI Standard 210/240-2008 for Unitary Air-Conditioning and Air-Source Heat Pump Equipment and subject to verification of rating accuracy by AHRI-sponsored, independent, third party testing:

Cooling Capacity (Btuh): 49000

EER Rating (Cooling): 13.35

SEER Rating (Cooling): 15.00

DISCLAIMER

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