

February 8, 2012

Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 11<sup>th</sup> Floor  
Columbus, OH 43215-3716

Re: Case #12-0578-EL-EEC, In the Matter of the Application of Asset Ohio 4th Street and Duke Energy to Commit Energy Efficiency/Peak Demand Reduction Program (Mercantile Customers Only) - CB Richard Ellis

Dear Docketing,

On February 7, 2012, the above-mentioned document was electronically filed with the Public Utilities Commission of Ohio. It has since been determined that the application had some incorrect calculations within it and an amended version is now being submitted. Please find enclosed an amended version of the Application, with the following listed changes.

- Page 5 Section 4C – changed KW number
- Page 8 Subsection 2 – changed avoided supply costs and utility program costs numbers
- Page 10 Attachment 1, Appendix 2 – changed cell number for Upload Amount, which created changes in the Total Annual kWh Losses and Total KW Savings cells
- Page 11 Attachment 1, Appendix 5 - changed Quantity, which changed Total Avoided Costs amount
- Page 11 Attachment 1, Appendix 6 – changed Quantity and changed part of the Administration Costs (using a decimal figure), with both changing the Total Costs amount

Should there be any questions, please contact me.

Sincerely,



Elizabeth H. Watts  
Associate General Counsel



**Case No.:** \_\_\_\_-\_\_\_\_-EL-EEC

Mercantile Customer: **Asset Ohio 4<sup>th</sup> Street**

Electric Utility: **Duke Energy**

Program Title or  
Description: **Chiller Tune-up**

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](mailto:ee-pdr@puc.state.oh.us).

## Section 1: Mercantile Customer Information

Name: **Asset Ohio 4<sup>th</sup> Street**

Principal address: **201 East 4<sup>th</sup> Street, Cincinnati, Ohio 45202**

Address of facility for which this energy efficiency program applies:

**201 East 4<sup>th</sup> 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. (See 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: \_\_\_\_\_

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): \_\_\_\_\_.

**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: \_\_\_\_\_kWh

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.**
-

## 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?

**Feb 2008, Feb 2009, Feb 2010 and Feb 2011**

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

**126 KW (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.

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 **\$12,600.00 (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 skip Subsection 2)
- Utility Cost Test (UCT). The calculated UCT value is:  
2.21 ( Attachment 1 - Appendix 4 ) (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 **\$44,100 Attachment 1 - Appendix 5**

The utility's program costs were **\$7678.44 Attachment 1 - Appendix 6**

The utility's incentive costs/rebate costs were **\$12,600 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.

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 \_\_\_\_\_

## Attachment 1 – Asset Ohio 4<sup>th</sup> Street

### Appendix 1 – Electric History

ASSET OHIO 4TH STREET		
201 4TH E		
CINCINNATI, OH 45202		
Electric Meter # 106019426 - Rate DS		
Account # 8900 - 0675 - 02		
Date	Days	Actual KWH
10/21/2011	29	760,578
9/22/2011	30	878,422
8/23/2011	29	953,797
7/25/2011	32	1,049,278
6/23/2011	30	995,115
5/24/2011	29	858,446
4/25/2011	32	919,578
3/24/2011	29	838,118
2/23/2011	29	909,028
1/25/2011	34	1,048,213
12/22/2010	33	967,107
11/19/2010	29	832,695
<b>Total</b>		<b>11,010,375</b>

### Appendix 2 – 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
Water Cooled Chiller Tune Up	64.46	6300	406098	0.02	126

### Appendix 3 – Cash Rebate

Measure	Amount
Water Cooled Chiller Tune Up	\$12,600.00

### Appendix 4 – Utility Cost Test

Measure	UCT
Water Cooled Chiller Tune Up	2.21

**Appendix 5 – Avoided Supply Costs**

<b>Measure</b>	<b>T&amp;D</b>	<b>Production</b>	<b>Capacity</b>	<b>Quantity</b>	<b>Total Avoided Costs</b>
Water Cooled Chiller Tune Up	\$1.00	\$4.00	\$2.00	6300	\$44,100.00

**Appendix 6 – Utility Program Costs**

<b>Measure</b>	<b>Qty</b>	<b>Admin Costs</b>	<b>Total Costs</b>
Water Cooled Chiller Tune Up	6300	\$1.22	\$7,678.44



DUKE ENERGY CORPORATION  
Mercantile Self Direct Program  
139 East Fourth Street  
Cincinnati, OH 45202  
513 419 5572 fax

December 6, 2011

Mr. Terry Murphy  
Asset Ohio 4<sup>th</sup> Street  
201 East Fourth Street  
Cincinnati, Ohio 45202

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

Dear Mr. Murphy:

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 \$12,600.00 has been proposed for your chiller tune-up projects completed in the 2008, 2009, 2010 and 2011 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 513-419-5572 or e-mail to [SelfDirect@Duke-Energy.com](mailto: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 Saver® 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: Mike Harp, Duke Energy  
Rob Yung, WECC  
Gary Penn, Debra-Kuempel

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

Rebate is accepted.

Rebate is declined.

By accepting this rebate, Ohio Asset 4<sup>th</sup> Street 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, Ohio Asset 4<sup>th</sup> Street 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.

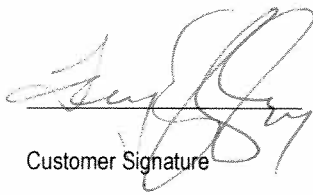
Finally, Ohio Asset 4<sup>th</sup> Street affirms that all application information submitted to Duke Energy pursuant to this rebate offer is true and accurate. Information in question would include, but not be limited to, project scope, equipment specifications, equipment operational details, project 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):



Customer Signature

Terry L. Murphy

Printed Name

12-14-2011

Date

### Proposed Rebate Amounts

Measure ID	Energy Conservation Measure (ECM)	Proposed Rebate Amount
ECM-1	Water Cooled Chiller Tune Up – Year 2008	\$3150.00
ECM-2	Water Cooled Chiller Tune Up – Year 2009	\$3150.00
ECM-3	Water Cooled Chiller Tune Up – Year 2010	\$3150.00
ECM-4	Water Cooled Chiller Tune Up – Year 2011	\$3150.00
Total		\$12,600.00



**Public Utilities  
Commission**

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

Case No.: \_\_\_\_ - \_\_\_\_ -EL-EEC

State of OHIO :

ANDRE S VALENTINE, Affiant, being duly sworn according to law, deposes and says that:

1. I am the duly authorized representative of:

ASSET OHIO FOURTH STREET, LLC.

[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.

Andre S Valentine Sr. Finance  
Signature of Affiant & Title

Sworn and subscribed before me this 14 day of DECEMBER,  
2011 Month/Year

Tammi J. Wittich  
Signature of official administering oath

Tammi J. Wittich  
Print Name and Title

**TAMMI J. WITTICH**

**Notary Public, State of Ohio**

My commission expires on My Commission Expires 07-21-2014

2008

# Ohio Mercantile Self Direct Program

## Application Guide & Cover Sheet

Questions? Call 1-866-380-9580 or visit [www.duke-energy.com](http://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](mailto: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 (kWh)	Account Number	Annual Usage
8900067502	> 9,000,000		

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 type="checkbox"/> All sections of appropriate application(s) are completed	<input type="checkbox"/> Proof of payment.*	<input 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 type="checkbox"/>	MSD Prescriptive Chillers & Thermal Storage <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <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"/>
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 Chiller Tune-up Service Application

Questions? Call 1-866-380-9580 or visit [www.duke-energy.com](http://www.duke-energy.com).

Email the complete, signed application with all required documents to [SelfDirect@duke-energy.com](mailto: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 checked="" 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 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 type="checkbox"/> All sections of application	<input type="checkbox"/> Invoice with make, model number, quantity and equipment manufacturer	<input type="checkbox"/> Tax ID number for payee	<input type="checkbox"/> Customer/vendor agree to Terms and Conditions
--	---	--	--

Customer Information			
Customer/Business	Asset Ohio 4 <sup>th</sup> Street	Contact	Terry L. Murphy
Phone	513-784-1054	Account Number	8900-0675-02-5
Street Address (Where incentive should be mailed)		201 E. 4 <sup>th</sup> Street 102-14-0152	
City	Cincinnati	State	Ohio
Installation Street Address	201 E. 4 <sup>th</sup> Street	Zip Code	45202
City	Cincinnati	State	Ohio
E-mail Address	terry.murphy@convergys.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	Debra-Kuempel	Contact	Gary Penn
Phone	513-527-8110	Fax	513-271-4676
Street Address		3976 Southern Avenue	
City	Cincinnati	State	Ohio
E-mail Address	gpenn@debra-kuempel.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
Provide Tax ID Number for Payee	Customer Tax ID #
	Vendor Tax ID #

Terms and Conditions	
I have read and hereby agree to the Terms & Conditions and Program Requirements.	
Customer Signature	Vendor Signature
Date	Date
Title	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
Carrier 19DH7895CQ	3	450	\$5,108.81	2/2008	2/2007	\$1,277.21
Carrier 30HXC246RZE660KA	1	225	\$1,702.93	2/2008	2/2007	\$425.73

\*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 \$4/ton =	\$3,150.00
B. Cost of service = \$6,811.74 x 50% of total service cost =	\$1,702.94
<b>Total Incentive (lesser amount of row A or row B)=</b>	<b>\$1,702.94</b>

\*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 type="checkbox"/> Supply motor amp draw	<input checked="" type="checkbox"/> High Pressure controls
<input checked="" type="checkbox"/> Filter inspect or replace	<input type="checkbox"/> Condenser fan(s) amp draw	<input type="checkbox"/> Crankcase heater operation
<input type="checkbox"/> Belt inspect or replace	<input checked="" type="checkbox"/> Liquid line temperature	<input type="checkbox"/> Water cooled chiller condenser tube cleaning
<input checked="" type="checkbox"/> Contactors condition	<input checked="" type="checkbox"/> Suction pressure & temperature	<input checked="" type="checkbox"/> Water cooled chiller evaporator tube cleaning
<input checked="" 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 3<sup>rd</sup> party vendor. The 3<sup>rd</sup> party vendor is responsible for mailing the 1099 form at the end of the calendar year for tax filing. Duke Energy and the 3<sup>rd</sup> 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](http://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](mailto: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](mailto: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](http://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  Corporation  Individual/Sole Proprietor  Partnership  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	
Print Name	
Date	

For more information, call 1-866-380-9580 or visit [www.duke-energy.com](http://www.duke-energy.com).

## **Clarion Stop Inspection Requirements**

### **One Year Stop Inspection**

1. Clean condenser tubes with nylon brushes. \* Install new magnesium anodes in water boxes when sufficient room exists for proper installation.
2. Change oil filters and compressor oil. Dispose of oil per EPA regulations. Oil analysis and refrigerant analysis annually.
3. Megger compressor motor
4. Leak test.
5. Clean and tighten starter terminals. Inspect contacts.\*
6. Record vibration levels.
7. Check and calibrate all safety and capacity controls; record settings.
8. Replace filter dryer cores.
9. Run performance test on chiller and evaluate results.\* Trim refrigerant charge under load in late spring.
10. Overhaul purge system
  - a. Inspect/replace sight glasses.
  - b. Inspect/replace separator float valve.
  - c. Replace purge filter.
11. Record all data on Stop Inspection log sheet.

### **Three Year Stop Inspection**

Every third year the following item should be completed in addition to those items listed in the one-year Stop Inspection.

12. Remove overloads and have them bench calibrated by a qualified repair facility.
13. Eddy current test condenser tubes.

### **Six Year Stop Inspection**

Every sixth year the following items should be completed in addition to those items scheduled under the Stop Inspection Program.

14. Clean evaporator tubes with nylon brushes\*
15. Eddy current test evaporator tubes.

### **Eight Year Stop Inspection 24,000 Hrs. (whichever occurs first)**

Every eighth year (or 24,000 hours) the following items should be completed in addition to those items listed in the one year Stop Inspection.

16. Inspect and record clearances as appropriate to the following:
17. a. Guide vane assembly
18. b. Motor bearings
19. c. Thrust clearance
20. d. Rotor and stator.
21. e. Impellers.
22. f. Labyrinths.
23. Inspect oil pump and motor and oil heater. Clean oil sump.
24. Inspect stator to motor terminal connections for loose connections or cracked motor terminals.



25. Replace compressor O-rings and gaskets.

\*Completed by Colliers Turley Martin Tucker personnel

Job Name: Atrium 1 CH-4  
 Prepared by : Habegger Corporation

30 Series Chillers Submittal Sheet

1/20/2005  
 4:20:46 PM

**UnitTag Information**

UnitTag Name \_\_\_\_\_  
 Location \_\_\_\_\_ CH-4  
 Buyer P.O. \_\_\_\_\_  
 Date \_\_\_\_\_  
 Program Version \_\_\_\_\_ 1/19/2005  
 \_\_\_\_\_ 2.80

Unit Size \_\_\_\_\_  
 Cooling Capacity \_\_\_\_\_ 30HXC246\*\*\*6\*\*\*  
 Compressor Input Power \_\_\_\_\_ 223.3 Tons  
 Unit Input Power \_\_\_\_\_ 174.4 kW  
 Capacity control steps \_\_\_\_\_ 174.4 kW  
 Minimum Capacity \_\_\_\_\_ 8  
 Input kw/Ton \_\_\_\_\_ 1.0 %  
 Unit EER \_\_\_\_\_ .781  
 Refrigerant \_\_\_\_\_ 15.37  
 \_\_\_\_\_ R134a

**Cooler Data**

Fluid Type \_\_\_\_\_ Ethylene glycol  
 Fluid concentration \_\_\_\_\_ 30.0 %  
 Fluid Entering Temperature \_\_\_\_\_ 55.0 °F  
 Fluid Leaving Temperature \_\_\_\_\_ 42.0 °F  
 Fluid Flow Rate \_\_\_\_\_ 450.0 gpm  
 Fluid Pressure Drop \_\_\_\_\_ 10.3 ft wg  
 Fluid Velocity \_\_\_\_\_ 4.3 ft/s  
 Fouling Factor \_\_\_\_\_ 0.0001 (hr-sqft-F)/Btu  
 Foul. Fact. Temp. Adj. \_\_\_\_\_ .48 °F  
 SST \_\_\_\_\_  
 Circuit A \_\_\_\_\_ 38.0 °F  
 Circuit B \_\_\_\_\_ 37.8 °F  
 Outside Surface Area \_\_\_\_\_ 465.9 sqft

**Condenser Data**

Fluid Type \_\_\_\_\_ Fresh Water  
 Fluid Entering Temperature \_\_\_\_\_ 85.0 °F  
 Fluid Leaving Temperature \_\_\_\_\_ 94.6 °F  
 Fluid Flow Rate \_\_\_\_\_ 675.0 gpm  
 Fluid Pressure Drop \_\_\_\_\_ 16.6 ft wg  
 Fluid Velocity \_\_\_\_\_ 5.7 ft/s  
 Fouling Factor \_\_\_\_\_ 0.00025 (hr-sqft-F)/Btu  
 Foul. Fact. Temp. Adj. \_\_\_\_\_ .88 °F  
 SDT \_\_\_\_\_  
 Circuit A \_\_\_\_\_ 97.2 °F  
 Circuit B \_\_\_\_\_ 98.3 °F  
 Outside Surface Area \_\_\_\_\_ 547.7 sqft

**Factory Options**

Flow Control Type \_\_\_\_\_ EXV

HUNT BUILDERS CORPORATION

APPROVED AS NOTED

Material has been reviewed for general compliance with the Contract Documents. Approval does not relieve Subcontractor of responsibility for compliance, deviations of work from contract. Subcontractor is responsible for obtaining the intent of the Contract Documents. Subcontractor is responsible for obtaining quantities and coordinating with other trades. Approval does not constitute approval to contract requirements unless stated in separate letter or change order.

1-21-05  
 Date

*D.J.A.*  
 Signature

REFER TO ATTACHED TRANSMITTAL DOCUMENT FOR APPROVAL STATUS AND REVIEW COMMENTS FOR EACH PRODUCT / THERMALTECH

Carrier  
Air Conditioning

Carrier  
Refrigeration



Carrier  
Hermetic  
Machinery

SHEET 1 OF 1  
PERFORMANCE DATA SCHEDULE

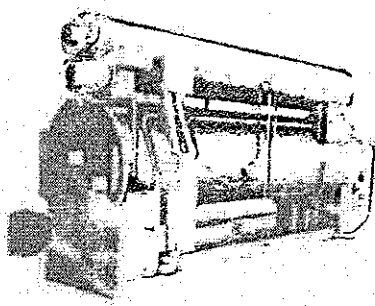
**JOB NAME:** ATRIUM ONE **LOCATION:** CINCINNATI, OHIO **DATE:** 0410P6003  
**BUYER:** BROYLES & BROYLES **BUYER P.O. NO:** 602-406-01 **PREPARED BY:** D. K. COLE  
**CONSULTING ENGINEER:** SKIDMORE OWINGS & MERRILL **SALESMAN:** D. K. COLE **OFFICE:** CINCINNATI **DATE:** 3/27/60  
**CHILLER DESIGNATION:** R-1, R-2, R-3 **QTY:** Three (3)

MARK FOR:

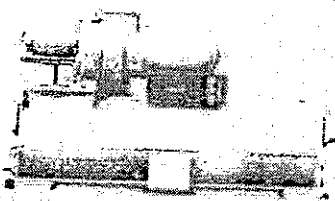
	TONnage	HP	TEMP °F	UNIT	NO. PAGES	HP/HP	MOLE AMOUNT	WORKING PRESS. PSI	FOOLING FACT	CLEAR WATER *
COOLER	450	771	58	44	3	18.8	BT	150	.0005	
CONDENSER		1058	85	96	3	25.5	ZN	150	.0005	
ABSORBER										
GENERATOR										

ABSORPTION	CENTRIFUGAL
MODEL & SIZE 16JB	MODEL 19 DH7895CQ REFRIG 11
STEM <input type="checkbox"/> HOT WATER <input type="checkbox"/>	19FA ONLY-HEAT EXCHANGER _____ COMP
STEAM VALVE SIZE _____	MOTOR _____ GEAR _____ BASE _____
STEAM PRESSURE IN _____ psig/kPa	KW INPUT 343 POWER 480 60 Hz.
STEAM ABSORPTION _____ #HR	FLA 474 OLTA 511 LRAS 751 CRAD 2347
PUMPS POWER _____ /3/	OIL PUMP POWER 480 /3/ 60 Hz.
PUMP MOTOR POWER _____ SOL _____ REF _____	PUMP OUT UNIT POWER (IF REQUIRED) _____
RO <input type="checkbox"/> ELECT <input type="checkbox"/> PNEU	19FA & CB ONLY CONTROLS <input type="checkbox"/> ELECT <input type="checkbox"/> PNEU

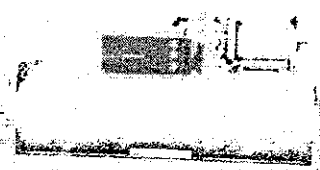
MACHINES ACCESSORIES:	CONTROL ACCESSORIES:	COMPRESSOR MOTOR STARTER SUPPLIED BY Cutler Hammer
Factory Insul.		TYPE: WYE-DELTA NEMA I
Vastalic Grooves		ACCESSORIES: QTY
cooler & condenser stub-outs		⊗ - φ AMMETER 3
Hot Gas Bypass one machine		□ - φ VOLTMETER
		⊗ 5KVA CONT TRANS 3
		□ WATT HR. METER
		⊗ UNDER VOLTAGE PROT. 3
		□ GROUND FAULT PROT.
		⊗ φ FAILURE & REV. PROT
		⊗ Auxil. / Pilot Relay 3
RIGGING WT 17,430	OPERATING WT 20,260	OIL PUMP STARTER SUPPLIED BY Carrier
		480 /3/ 60 FLA _____ HP _____ LOCATION _____



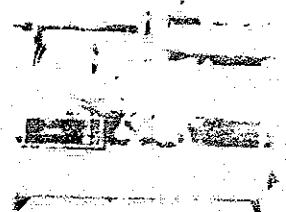
16JB



19DH



19EB



19FA



# DeBra-Kuempel

MECHANICAL - ELECTRICAL

An EMCOR Company

Remit to: P.O. Box 701620  
Cincinnati, OH 45270-1620

BILLED BY: VSNAPP

INVOICE  
00568359

DATE  
2/13/08

CUSTOMER:  
11483

JOB ADDRESS:

COLLIERS TURLEY MARTIN TUCKER  
ATRIUM ONE/TERRY MURPHY  
201 E FOURTH ST, SUITE 1500  
CINCINNATI, OH 45202  
513-784-1055

COLLIERS/ATRIUM I CHILLERS-MAN12/0  
201 E FOURTH STREET  
CINCINNATI, OH 45202

Customer PO No.:

Job Number...: 213638  
Bill Contract: 213638

REFERENCE DESCRIPTION

AMOUNT

CTMT-ATRIUM I CHILLER PM  
ANNUAL BILLING FOR ATRIUM 1  
CHILLER STOP INSPECTIONS PER YOUR REQUEST.

(4) STOP INSPECTIONS

6,396.00

*One year stop inspections (see specs)*

- 1. MN: 19DH 7895 CD SN: 80-41-30427
- 2. MN: 19DH 7895 CQ SN: 80-41-30428
- 3. MN: 19DH 7895 CR SN: 80-41-30429
- 4. MN: 30HXC 246RZE66OKA ~~SN~~ SN: 1005Q 4898

*Carrier*

*These were completed in January 2008.*

*Terry Murphy*  
Terry Murphy

*10/20/2011*

Now Accepting Visa/MC/AMX for  
Payment of Invoices.  
A Service Charge of 1.5% per Month  
will be charged on All Past Due Accts.

SUB-TOTAL	6,396.00
TAX	415.74
AMOUNT PAID	6,811.74
AMOUNT DUE	.00
ORIGINAL	DUE ON RECEIPT

## **Clarion Stop Inspection Requirements**

### **One Year Stop Inspection**

1. Clean condenser tubes with nylon brushes. \* Install new magnesium anodes in water boxes when sufficient room exists for proper installation.
2. Change oil filters and compressor oil. Dispose of oil per EPA regulations. Oil analysis and refrigerant analysis annually.
3. Megger compressor motor
4. Leak test.
5. Clean and tighten starter terminals. Inspect contacts.\*
6. Record vibration levels.
7. Check and calibrate all safety and capacity controls; record settings.
8. Replace filter dryer cores.
9. Run performance test on chiller and evaluate results.\* Trim refrigerant charge under load in late spring.
10. Overhaul purge system
  - a. Inspect/replace sight glasses.
  - b. Inspect/replace separator float valve.
  - c. Replace purge filter.
11. Record all data on Stop Inspection log sheet.

### **Three Year Stop Inspection**

Every third year the following item should be completed in addition to those items listed in the one-year Stop Inspection.

12. Remove overloads and have them bench calibrated by a qualified repair facility.
13. Eddy current test condenser tubes.

### **Six Year Stop Inspection**

Every sixth year the following items should be completed in addition to those items scheduled under the Stop Inspection Program.

14. Clean evaporator tubes with nylon brushes\*
15. Eddy current test evaporator tubes.

### **Eight Year Stop Inspection 24,000 Hrs. (whichever occurs first)**

Every eighth year (or 24,000 hours) the following items should be completed in addition to those items listed in the one year Stop Inspection.

16. Inspect and record clearances as appropriate to the following:
17. a. Guide vane assembly
18. b. Motor bearings
19. c. Thrust clearance
20. d. Rotor and stator.
21. e. Impellers.
22. f. Labyrinths.
23. Inspect oil pump and motor and oil heater. Clean oil sump.
24. Inspect stator to motor terminal connections for loose connections or cracked motor terminals.

25. Replace compressor O-rings and gaskets.

\*Completed by Colliers Turley Martin Tucker personnel

2009

# Ohio Mercantile Self Direct Program

## Application Guide & Cover Sheet

Questions? Call 1-866-380-9580 or visit [www.duke-energy.com](http://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](mailto: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 and/or billing history for other utilities as required):

Account Number	Annual Usage	Account Number	Annual Usage
8900 0675 02	> 9,000,000		

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 type="checkbox"/> All sections of appropriate application(s) are completed	<input type="checkbox"/> Proof of payment.*	<input 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 type="checkbox"/>	MSD Prescriptive Chillers & Thermal Storage <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <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"/>
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 Chiller Tune-up Service Application

Questions? Call 1-866-380-9580 or visit [www.duke-energy.com](http://www.duke-energy.com).

Email the complete, signed application with all required documents to [SelfDirect@duke-energy.com](mailto: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 checked="" 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 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 type="checkbox"/> All sections of application	<input type="checkbox"/> Invoice with make, model number, quantity and equipment manufacturer	<input type="checkbox"/> Tax ID number for payee	<input type="checkbox"/> Customer/vendor agree to Terms and Conditions
--	---	--	--

Customer Information					
Customer/Business	Asset Ohio 4 <sup>th</sup> Street		Contact	Terry L. Murphy	
Phone	513-784-1054		Account Number	8900-0675-02-5	
Street Address (Where incentive should be mailed)	201 E. 4 <sup>th</sup> Street		102-14-0152		
City	Cincinnati	State	Ohio	Zip Code	45202
Installation Street Address	201 E. 4 <sup>th</sup> Street				
City	Cincinnati	State	Ohio	Zip Code	45202
E-mail Address	terry.murphy@convergys.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	Tranel		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	
Provide Tax ID Number for Payee	Customer Tax ID #	31-159-8292
	Vendor Tax ID #	

Terms and Conditions			
I have read and hereby agree to the Terms & Conditions and Program Requirements.			
Customer Signature		Vendor Signature	
Date	11-02-2011	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.



**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
Carrier 19DH7895CQ	3	450	\$7,560.00	2/2009	2/2008	\$1,277.21
Carrier 30HXC246RZE660KA	1	225	\$2,520.00	2/2009	2/2008	\$425.73

\*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 \$4/ton =	\$3,150.00
B. Cost of service = \$10,080.00 x 50% of total service cost =	\$2,520.00
<b>Total Incentive (lesser amount of row A or row B)=</b>	<b>\$2,520.00</b>

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

**Service Requirements:**

- This incentive is available only once per unit in a 12 month period.
- An individual chiller is considered one unit.
- Copy of paid invoice must be included with this application
- 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.
- 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 type="checkbox"/> Supply motor amp draw	<input checked="" type="checkbox"/> High Pressure controls
<input checked="" type="checkbox"/> Filter inspect or replace	<input type="checkbox"/> Condenser fan(s) amp draw	<input type="checkbox"/> Crankcase heater operation
<input type="checkbox"/> Belt inspect or replace	<input checked="" type="checkbox"/> Liquid line temperature	<input type="checkbox"/> Water cooled chiller condenser tube cleaning
<input checked="" type="checkbox"/> Contactors condition	<input checked="" type="checkbox"/> Suction pressure & temperature	<input checked="" type="checkbox"/> Water cooled chiller evaporator tube cleaning
<input checked="" 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 3<sup>rd</sup> party vendor. The 3<sup>rd</sup> party vendor is responsible for mailing the 1099 form at the end of the calendar year for tax filing. Duke Energy and the 3<sup>rd</sup> 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 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 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](http://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](mailto: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](mailto: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](http://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  Corporation  Individual/Sole Proprietor  Partnership  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	
Print Name	
Date	

For more information, call 1-866-380-9580 or visit [www.duke-energy.com](http://www.duke-energy.com).

Job Name: Atrium 1 CH-4  
 Prepared by : Habegger Corporation

30 Series Chillers Submittal Sheet

1/20/2005  
 4:20:46 PM

Unit Tag Information

Unit Tag Name \_\_\_\_\_  
 Location \_\_\_\_\_ CH-4  
 Buyer P.O. \_\_\_\_\_  
 Date \_\_\_\_\_  
 Program Version \_\_\_\_\_ 1/19/2005  
 \_\_\_\_\_ 2.80

Unit Size \_\_\_\_\_ 30HXC246\*\*\*6\*\*\*  
 Cooling Capacity \_\_\_\_\_ 223.3 Tons  
 Compressor Input Power \_\_\_\_\_ 174.4 kW  
 Unit Input Power \_\_\_\_\_ 174.4 kW  
 Capacity control steps \_\_\_\_\_ 8  
 Minimum Capacity \_\_\_\_\_ 1.0 %  
 Input kw/Ton \_\_\_\_\_ .781  
 Unit EER \_\_\_\_\_ 15.37  
 Refrigerant \_\_\_\_\_ R134a

Cooler Data

Fluid Type \_\_\_\_\_ Ethylene glycol  
 Fluid concentration \_\_\_\_\_ 30.0 %  
 Fluid Entering Temperature \_\_\_\_\_ 55.0 °F  
 Fluid Leaving Temperature \_\_\_\_\_ 42.0 °F  
 Fluid Flow Rate \_\_\_\_\_ 450.0 gpm  
 Fluid Pressure Drop \_\_\_\_\_ 10.3 ft wg  
 Fluid Velocity \_\_\_\_\_ 4.3 ft/s  
 Fouling Factor \_\_\_\_\_ 0.0001 (hr-sqft-F)/Btu  
 Foul. Fact. Temp. Adj. \_\_\_\_\_ .48 °F  
 SST \_\_\_\_\_  
 Circuit A \_\_\_\_\_ 38.0 °F  
 Circuit B \_\_\_\_\_ 37.8 °F  
 Outside Surface Area \_\_\_\_\_ 465.9 sqft

Condenser Data

Fluid Type \_\_\_\_\_ Fresh Water  
 Fluid Entering Temperature \_\_\_\_\_ 85.0 °F  
 Fluid Leaving Temperature \_\_\_\_\_ 94.6 °F  
 Fluid Flow Rate \_\_\_\_\_ 675.0 gpm  
 Fluid Pressure Drop \_\_\_\_\_ 16.6 ft wg  
 Fluid Velocity \_\_\_\_\_ 5.7 ft/s  
 Fouling Factor \_\_\_\_\_ 0.00025 (hr-sqft-F)/Btu  
 Foul. Fact. Temp. Adj. \_\_\_\_\_ .88 °F  
 SDT \_\_\_\_\_  
 Circuit A \_\_\_\_\_ 97.2 °F  
 Circuit B \_\_\_\_\_ 98.3 °F  
 Outside Surface Area \_\_\_\_\_ 547.7 sqft

Factory Options

Flow Control Type \_\_\_\_\_ EXV

HUNT BUILDERS CORPORATION

APPROVED OR NOTED

Mainframe has been reviewed for general compliance with the Contract Documents. Approval does not render Subcontractor or manufacturer liable for any omissions or errors which may occur. Subcontractor is responsible for providing the terms of the Contract Documents to the manufacturer. Approval does not constitute approval of quantities and coordination with other trades. Approval requirements shall be stated in separate letter or change order.

1-21-05 \_\_\_\_\_  
 Date Signature

REFER TO ATTACHED TRANSMITTAL DOCUMENT FOR APPROVAL STATUS AND REVIEW COMMENTS FOR EACH PRODUCT / THERMALTECH

JOB NAME: **ATRIUM ONE** CINCINNATI, OHIO  
 BUYER: **BROYLES & BROYLES** LOCATION: **602-406-01**  
 BUYER P.O. NO: **D. K. COLE** PREPARED BY: **Rev.**  
 CONSULTING ENGINEER: **SKIDMORE OWINGS & MERRILL** SALESMAN: **D. K. COLE** CINCINNATI **3/27/89**  
 CHILLER DESIGNATION: **R-1, R-2, R-3** QTY: **Three (3)** OFFICE: **CINCINNATI** DATE: **3/27/89**

MARK FOR:

	TONS/HR	HP/100 TONS	IN	OUT	NO. PHASES	WATER	WATER PRESSURE	WORKING PRESSURE	WATER FACT	
COOLER	450	771	58	44	3	18.8	<b>BT</b>	150	.0005	CLEAR WATER <input checked="" type="checkbox"/>
CONDENSER		1058	85	96	3	25.5	<b>ZN</b>	150	.0005	BROWN TINT
EVAPORATOR										
GENERATOR										

**ABSORPTION**

MODEL & SIZE 19JB  
 STEAM  HOT WATER   
 STEAM VALVE SIZE \_\_\_\_\_  
 STEAM PRESSURE IN \_\_\_\_\_ psig/kPa  
 STEAM ABSORPTION \_\_\_\_\_ #/HR  
 PUMPS POWER \_\_\_\_\_ /3/1  
 PUMPS TYPE OF POWER \_\_\_\_\_ SOL \_\_\_\_\_ REF \_\_\_\_\_  
 REFRIG.  ELECT  PNEU.

**CENTRIFUGAL**

MODEL 19 **DH7895CQ** REFRIG **11**  
 19FA ONLY HEAT EXCHANGER \_\_\_\_\_ COMP \_\_\_\_\_  
 MOTOR \_\_\_\_\_ GEAR \_\_\_\_\_ BASE \_\_\_\_\_  
 KW INPUT **343** POWER **480** Hz. **60**  
 FLA **474** OLTA **511** LRAS **751** HAD **2347**  
 OIL PUMP POWER **480** /3/ 60 Hz.  
 PUMP OUT UNIT POWER (IF REQUIRED) \_\_\_\_\_  
 19FA & CB ONLY: CONTROLS  ELECT.  PNEU

MACHINES ACCESSORIES:

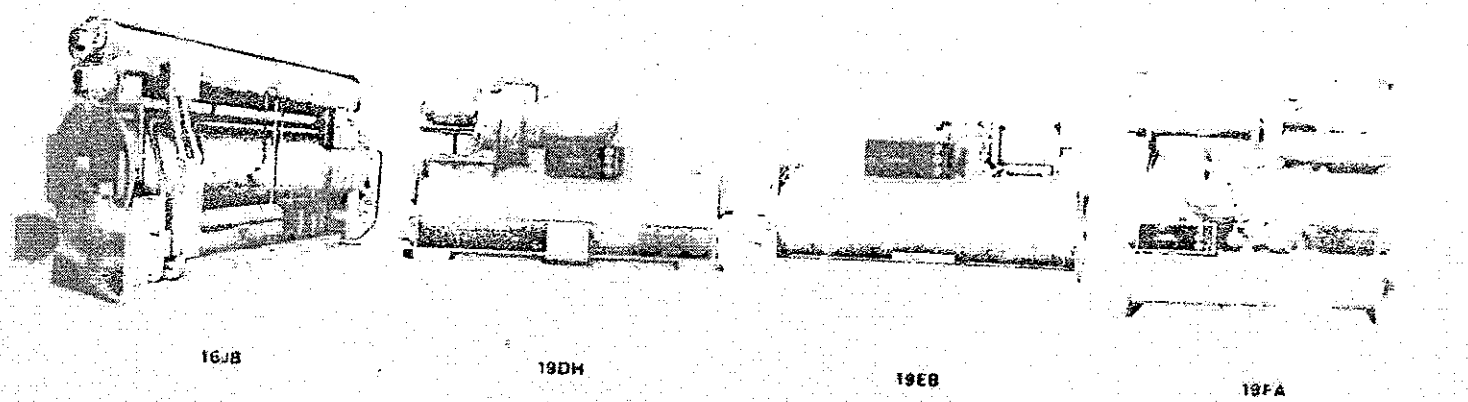
1. **Factory Insul.**  
 2. **Mechanic Grooves cooler & condenser stub-outs**  
 3. **Hot Gas Bypass one machine**

CONTROL ACCESSORIES:

COMPRESSOR MOTOR STARTER SUPPLIED BY **Cutler Hammer**  
 TYPE: **WYE-DELTA** NEMA **I**

ACCESSORIES:	QTY	U.S. Listing	QTY
<input checked="" type="checkbox"/> - φ AMMETER	<b>3</b>	<input checked="" type="checkbox"/> Unused Disconnect	<b>3</b>
<input type="checkbox"/> - φ VOLTMETER		<input type="checkbox"/> U.S. Listing	
<input checked="" type="checkbox"/> 3KVA CONT TRANS	<b>3</b>		
<input type="checkbox"/> WATT HR. METER			
<input checked="" type="checkbox"/> UNDER VOLTAGE PROT.	<b>3</b>		
<input type="checkbox"/> GROUND FAULT PROT.			
<input type="checkbox"/> φ FAILURE & REV. PROT.			
<input checked="" type="checkbox"/> Auxil. Pilot Relay	<b>3</b>		

RIGGING WT. **17,430** OPERATING WT. **20,260**  
 OIL PUMP STARTER, SUPPLIED BY **Carrier**  
**480** /3/ 60 FLA \_\_\_\_\_ HP **3** LOCATION \_\_\_\_\_





**Service Provider:**  
CINCINNATI - CLU  
10300 Springfield Pike  
Cincinnati OH 45215

Invoice Number  
6253968  
Document Date  
2009-5-29

**Bill To Customer:**

CB RICHARD ELLIS, INC.  
ATTN: MR. ANDREW HYDE  
201 EAST FOURTH STREET  
CINCINNATI OH 45202

**Job Location:**

ATRIUM I  
201 EAST FOURTH STREET  
CINCINNATI OH 45202

**Service Call ID:** 09-2837627

**Project Number:**

**Purchase Order:** SIGNED AGREEMENT

---

**SERVICE CALL DESCRIPTION: COMPREHENSIVE ANNUAL INSPECTION**

**Document Description:** Performed comprehensive annual 1-year chiller stop inspections and tune up on four (4) Carrier chillers, per Trane proposal 648075.

**OTHER**

<u>DATE</u>	<u>DESC/VENDOR</u>	<u>DESCRIPTION</u>	<u>PQ NUMBER</u>	<u>QTY</u>	<u>RATE</u>	<u>AMOUNT DUE</u>
2009-05-29	Internal	M/N 19DH7895CQ S/N 80-41-30427		1.00	\$ 2520.00	\$ 2520.00
2009-05-29	Internal	M/N30HXC246RZE660KAS/N1005Q4896		1.00	\$ 2520.00	\$ 2520.00
2009-05-29	Internal	M/N 19DH7895CQ S/N 80-41-30429 <i>JPM</i>		1.00	\$ 2520.00	\$ 2520.00
2009-05-29	Internal	M/N 19DH7895CQ S/N 80-41-30428		1.00	\$ 2520.00	\$ 2520.00
		<i>OTHER TOTAL</i>		4.00		\$ 10080.00

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<b>SUBTOTAL (\$USD)</b>	\$ 10080.00
<b>TAX (\$USD)</b>	\$ 0.00

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<b>GRAND TOTAL (\$USD)</b>	\$ 10080.00
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**Comment 1:** THANK YOU FOR CHOOSING TRANE,

**Comment 2:** QUESTIONS ABOUT YOUR INVOICE CALL TRANE BUILDING SERVICE @ 513.772.4555

---



Trane  
10300 Springfield Pike  
Cincinnati, OH 45215  
Phone: (513) 771-8884  
Fax: (513) 772-7281

January 23, 2009

**Customer:**

Mr. Andrew Hyde, Chief Engineer  
Colliers Turley Martin Tucker  
201 East Fourth Street  
Cincinnati, OH 45202

**Site Address:**

Atrium I  
201 East Fourth Street  
Cincinnati, OH 45202

Project Name: **Atrium I - 2009 chiller stop inspections on 4 Carrier chillers**

Dear Mr. Hyde:

Trane is pleased to offer you this proposal. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

**JOB DESCRIPTION:**

**Chillers to be serviced:**

- Carrier model 19DH7895CQ, serial number 80-41-30427 (chiller #1).
- Carrier model 19DH7895CQ, serial number 80-41-30428 (chiller #2).
- Carrier model 19DH7895CQ, serial number 80-40-30429 (chiller #3).
- Carrier model 30HXC246RZE660KA, serial number 1005Q04896.

**One Year Stop Inspection (performed on 4 chillers):**

- Change oil filters and compressor oil.
- Dispose of oil per EPA regulations.
- Perform oil analysis and refrigerant analysis.
- Meggar the compressor motor.
- Perform leak test.
- Clean and tighten starter terminals.
- Check and calibrate all safety and capacity controls, record settings.
- Replace filter drier cores.
- Perform annual maintenance on Redi purges.
- Record all data on Stop Inspection log sheet provided by Colliers.
- Perform vibration testing and provide owner with written report documenting the test results.

Atrium I 2009 Carrier 1-8r, 3-1yr, eddy current 1  
Opp Id: 648075

**Eight Year Stop Inspection (performed on 1 chiller):**

- Inspect and record clearances as appropriate on the following:
  1. Guide vane assembly.
  2. Motor bearings.
  3. Thrust clearance.
  4. Rotor and stator.
  5. Impellers.
  6. Labyrinths.
- Inspect oil pump and motor and oil heater. Clean the oil sump.
- Inspect stator to motor terminal connections for loose connections or cracked motor terminals.
- Replace compressor o-rings and gaskets.
- Provide the labor and equipment needed to perform Eddy Current testing on the condenser tubes.
- Provide customer with a report detailing the results of the Eddy Current testing.

**Pricing:**

**Total Price: \$23,920.00**  
 (This agreement is subject to the attached Trane Terms and Conditions.)

**Notes:**

- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- For Eddy Current test results to be accurate, the condenser tubes **MUST** be brush-cleaned immediately prior to Eddy Current testing. Condenser tube cleaning will be performed by others.
- If Eddy Current test reveals tubes that must be either plugged or replaced, the cost to perform this work is **NOT** included in this proposal.
- If additional refrigerant is required to fully charge the chillers, the cost of additional refrigerant is **NOT** included in this proposal.

Thank you for giving us this opportunity. If you have any questions or concerns, please call me at (513) 771-8884.

Sincerely,

Tom Imhoff  
Account Manager

*This proposal is valid for thirty (30) days from January 23, 2009.*

SUBMITTED BY: Tom Imhoff		Proposal Date: January 23, 2009	
 Account Manager			
<b>CUSTOMER ACCEPTANCE</b>		<b>TRANE ACCEPTANCE</b>	
 Authorized Representative		Trane U.S. Inc.  Authorized Representative	
Printed Name Andrew HYAS		Title ASM	
Title Chief Engineer		Title 2-10-09	
Purchase Order 0209AH		Signature Date	
Acceptance Date Feb 9/09			

**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 case such written agreement 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 Term: 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. An "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.** The following provision applies only to direct sales by Trane to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Trane 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). Trane complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Trane to the US Government.** As a Commercial Item Subcontractor, Trane accepts only the following mandatory flow down provisions: 52.219-8; 52.222-28; 52.222-35; 52.222-36; 52.222-39; 52.247-64. 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 the subject of this offer or agreement, other than this written offer or agreement.

1-10.48 (0209)  
Supersedes 1-10.48 (1107)

2010

# Ohio Mercantile Self Direct Program

## Application Guide & Cover Sheet

Questions? Call 1-866-380-9580 or visit [www.duke-energy.com](http://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](mailto: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
89000675 02	> 9,311,373		

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 type="checkbox"/> All sections of appropriate application(s) are completed	<input type="checkbox"/> Proof of payment.*	<input 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 type="checkbox"/>	MSD Prescriptive Chillers & Thermal Storage <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <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"/>
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 Chiller Tune-up Service Application

Questions? Call 1-866-380-9580 or visit [www.duke-energy.com](http://www.duke-energy.com).

Email the complete, signed application with all required documents to [SelfDirect@duke-energy.com](mailto: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 checked="" 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 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 type="checkbox"/> All sections of application	<input type="checkbox"/> Invoice with make, model number, quantity and equipment manufacturer	<input type="checkbox"/> Tax ID number for payee	<input type="checkbox"/> Customer/vendor agree to Terms and Conditions
--	---	--	--

### Customer Information

Customer/Business	Asset Ohio 4 <sup>th</sup> Street	Contact	Terry L. Murphy		
Phone	513-784-1054	Account Number	8900-0675-02-5		
Street Address (Where incentive should be mailed)		201 E. 4 <sup>th</sup> Street 102-14-0152			
City	Cincinnati	State	Ohio	Zip Code	45202
Installation Street Address	201 E. 4 <sup>th</sup> Street				
City	Cincinnati	State	Ohio	Zip Code	45202
E-mail Address	terry.murphy@convergys.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	Tranel	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	
Provide Tax ID Number for Payee	Customer Tax ID #	31-159-8292
	Vendor Tax ID #	

### Terms and Conditions

I have read and hereby agree to the Terms & Conditions and Program Requirements.

Customer Signature		Vendor Signature	
Date	11-02-2011	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.



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
Carrier 19DH7895CQ	3	450	\$7,065.00	2/2010	2/2009	\$1,277.21
Carrier 30HXC246RZE660KA	1	225	\$2,355.00	2/2010	2/2009	\$425.73

\*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 \$4/ton =	\$3,150.00
B. Cost of service = \$9,420.00 x 50% of total service cost =	\$2,355.00
<b>Total Incentive (lesser amount of row A or row B)=</b>	<b>\$2,355.00</b>

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

**Service Requirements:**

- This incentive is available only once per unit in a 12 month period.
- An individual chiller is considered one unit.
- Copy of paid invoice must be included with this application
- 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.
- 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 type="checkbox"/> Supply motor amp draw	<input checked="" type="checkbox"/> High Pressure controls
<input checked="" type="checkbox"/> Filter inspect or replace	<input type="checkbox"/> Condenser fan(s) amp draw	<input type="checkbox"/> Crankcase heater operation
<input type="checkbox"/> Belt inspect or replace	<input checked="" type="checkbox"/> Liquid line temperature	<input type="checkbox"/> Water cooled chiller condenser tube cleaning
<input checked="" type="checkbox"/> Contactors condition	<input checked="" type="checkbox"/> Suction pressure & temperature	<input checked="" type="checkbox"/> Water cooled chiller evaporator tube cleaning
<input checked="" 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 3<sup>rd</sup> party vendor. The 3<sup>rd</sup> party vendor is responsible for mailing the 1099 form at the end of the calendar year for tax filing. Duke Energy and the 3<sup>rd</sup> 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 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 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](http://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](mailto: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](mailto: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](http://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](mailto: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     Corporation     Individual/Sole Proprietor     Partnership     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	
Print Name	
Date	

For more information, call 1-866-380-9580 or visit [www.duke-energy.com](http://www.duke-energy.com).

Job Name: Atrium 1 CH-4

30 Series Chillers Submittal Sheet

Prepared by : Habegger Corporation

1/20/2005  
4:20:46 PM

Unit Tag Information

Unit Tag Name	
Location	CH-4
Buyer P.O.	
Date	
Program Version	1/19/2005 2.80

Unit Size	
Cooling Capacity	30HXC246****6****
Compressor Input Power	223.3 Tons
Unit Input Power	174.4 kW
Capacity control steps	174.4 kW
Minimum Capacity	8
Input kw/Ton	1.0 %
Unit EER	.781
Refrigerant	15.37 R134a

Cooler Data

Fluid Type	
Fluid concentration	Ethylene glycol
Fluid Entering Temperature	30.0 %
Fluid Leaving Temperature	55.0 °F
Fluid Flow Rate	42.0 °F
Fluid Pressure Drop	450.0 gpm
Fluid Velocity	10.3 ft wg
Fouling Factor	4.3 ft/s
Foul. Fact. Temp. Adj.	0.0001 (hr-sqft-F)/Btu
SST	.48 °F
Circuit A	
Circuit B	38.0 °F
Outside Surface Area	37.8 °F 465.9 sqft

Condenser Data

Fluid Type	
Fluid Entering Temperature	Fresh Water
Fluid Leaving Temperature	85.0 °F
Fluid Flow Rate	94.6 °F
Fluid Pressure Drop	675.0 gpm
Fluid Velocity	16.8 ft wg
Fouling Factor	5.7 ft/s
Foul. Fact. Temp. Adj.	0.00025 (hr-sqft-F)/Btu
SDT	.88 °F
Circuit A	
Circuit B	97.2 °F
Outside Surface Area	98.3 °F 547.7 sqft

Factory Options

Flow Control Type	EXV
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HUNT BUILDERS CORPORATION

APPROVED OR NOTED

Material has been reviewed for general compliance with the Contract Documents. Approval does not relieve Subcontractor of responsibility for any errors, omissions or deviations of work which the Subcontractor is responsible for. Approval is based on the Contract Documents. Subcontractor is responsible for providing quantities and coordination with other trades. Approval does not constitute approval to contract requirements unless stated in separate letter of change order.

1-21-05  
Date

*[Signature]*  
Signature

REFER TO ATTACHED TRANSMITTAL DOCUMENT FOR APPROVAL STATUS AND REVIEW COMMENTS FOR EACH PRODUCT / THERMALTECH

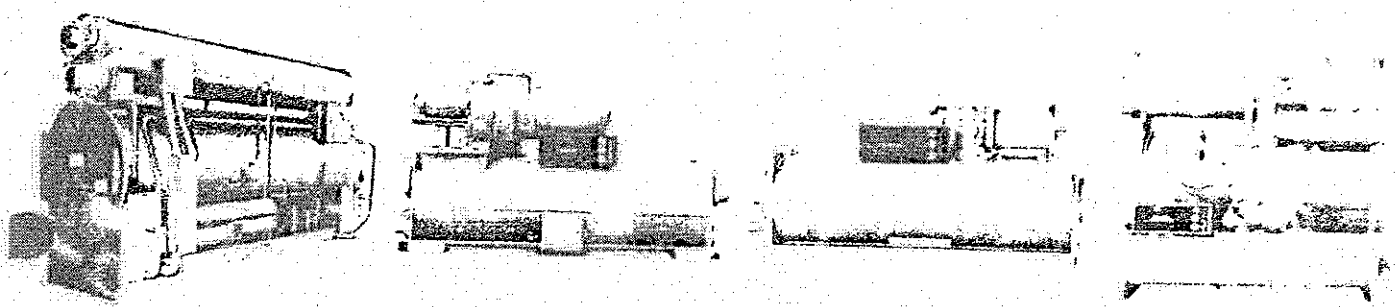
**ATRIUM ONE** CINCINNATI, OHIO 041046003  
 JOB NAME LOCATION BUYER JOB NO.  
**BROYLES & BROYLES** 602-406-01 **D. K. COLE**  
 BUYER BUYER P.O. NO. PREPARED BY Rev.  
**SKIDMORE OWINGS & MERRILL** **D. K. COLE** CINCINNATI **3/27/80**  
 CONSULTING ENGINEER SALESMAN OFFICE DATE  
 CHILLER DESIGNATION **R-1, R-2, R-3** QTY. **Three (3)**

(MARK FOR)

	TONS REW	HP/PSH	TEMP °C		NO. PHASES	HP/HP	WATER AMT	WORKING PRESS.	FOUR NO. FACT	CLEAR WATER
			IN	OUT						TYPE
COOLER	450	771	58	44	3	18.8	BT	150	.0005	X
CONDENSER		1058	85	96	3	25.5	ZN	150	.0005	
ABSORBER										
GENERATOR										

ABSORPTION	CENTRIFUGAL
MODEL & SIZE 16JB	MODEL 19 <b>DH7895CQ</b> REFRIG <b>11</b>
STEM <input type="checkbox"/> HOT WATER <input type="checkbox"/>	19FA ONLY HEAT EXCHANGER _____ COMP
STEAM INLET SIZE _____	MOTOR _____ GEAR _____ BASE _____
STEAM PRESSURE IN _____ psig/kPa	KW INPUT <b>343</b> POWER <b>480</b> @ <b>60</b> P2.
STEAM ASSUMPTION _____ #HR	FLA <b>474</b> OLTA <b>511</b> LRAS <b>751</b> CHAD <b>2347</b>
PUMPS POWER _____ /3/	OIL PUMP POWER <b>480</b> /3/ <b>60</b> HZ.
PUMPS HORSEPOWER _____ SOL _____ REF _____	PUMP OUT UNIT POWER (IF REQUIRED) _____ /3/ _____
RO <input type="checkbox"/> ELECT <input type="checkbox"/> PNEU	19FA & CB ONLY CONTROLS <input type="checkbox"/> ELECT. <input type="checkbox"/> PNEU

MACHINES ACCESSORIES:	CONTROL ACCESSORIES:	COMPRESSOR MOTOR STARTER SUPPLIED BY <b>Cutler Hammer</b>
Factory Insul.		TYPE: <b>WYE-DELTA</b> NEMA <b>I</b>
Victaulic Grooves		ACCESSORIES: QTY.
cooler & condenser stub-outs		X - φ AMMETER <b>3</b> X Unused Dis- <b>3</b>
3. Hot Gas Bypass one machine		□ - φ VOLT METER _____ " connect
		X 5KVA CONT TRANS <b>3</b> X U.L. Listing <b>3</b>
		□ WATT HR. METER _____
		X UNDER VOLTAGE PROT. <b>3</b>
		□ GROUND FAULT PROT. _____
		□ φ FAILURE & REV. PROT. _____
		X Auxil. / Pilot <b>3</b>
		Relay _____
RIGGING WT. <b>17,430</b>	OPERATING WT. <b>20,260</b>	OIL PUMP STARTER, SUPPLIED BY <b>Carrier</b>
		<b>480</b> /3/ <b>60</b> FLA _____ HP _____ LOCATION _____



16JB

19DH

19EB

19FA

**Service Provider:**  
CINCINNATI - CLU  
10300 Springfield Pike  
Cincinnati OH 45215

Invoice Number  
**7162874**  
Document Date  
**2010-03-02**

**Bill To Customer:**

CB RICHARD ELLIS, INC.  
ATTN: MR. ANDREW HYDE  
201 EAST FOURTH STREET  
CINCINNATI OH 45202

**Job Location:**

ATRIUM I  
201 EAST FOURTH STREET  
CINCINNATI OH 45202

**Service Call ID:** 10-2837627

**Project Number:**

**Purchase Order:** SIGNED AGREEMENT

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**SERVICE CALL DESCRIPTION: COMPREHENSIVE ANNUAL INSPECTION**

**Document Description:** Performed comprehensive annual 1-year chiller stop inspections and tune up on four (4) Carrier chillers, per Trane proposal 922386.

**OTHER**

<u>DATE</u>	<u>DESC/VENDOR</u>	<u>DESCRIPTION</u>	<u>PO NUMBER</u>	<u>QTY</u>	<u>RATE</u>	<u>AMOUNT DUE</u>
2010-03-02	Internal	M/N 19DH7895CQ S/N 80-41-30427		1.00	\$ 2355.00	\$ 2355.00
2010-03-02	Internal	M/N30HXC246RZE660KAS/N1005Q4896		1.00	\$ 2355.00	\$ 2355.00
2010-03-02	Internal	M/N 19DH7895CQ S/N 80-41-30429	TPW	1.00	\$ 2355.00	\$ 2355.00
2010-03-02	Internal	M/N 19DH7895CQ S/N 80-41-30428		1.00	\$ 2355.00	\$ 2355.00
		<i>OTHER TOTAL</i>		4.00		\$ 9420.00

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SUBTOTAL (\$USD) \$ 9420.00  
TAX (\$USD) \$ 0.00

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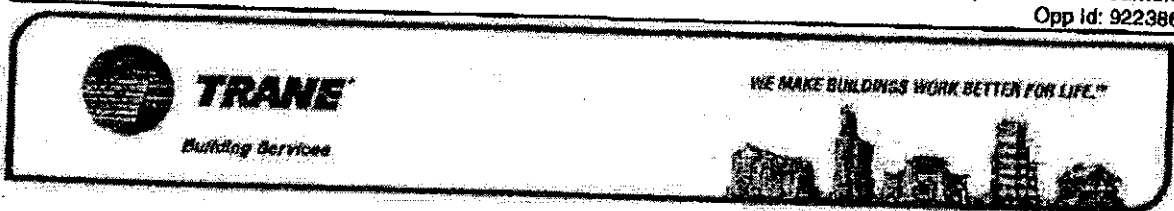
GRAND TOTAL (\$USD) \$ 9420.00

**Comment 1:** THANK YOU FOR CHOOSING TRANE,

**Comment 2:** QUESTIONS ABOUT YOUR INVOICE CALL TRANE BUILDING SERVICE @ 513.772.4555

---

Atrium I - 2010 chiller stop inspections on 4 Carriers  
Opp Id: 922386



Trane U.S. Inc.  
10300 Springfield Pike  
Cincinnati, OH 45215  
Phone: (513) 771-8884  
Fax: (513) 772-7281

February 25, 2010

**Customer:**

Mr. Andrew Hyde  
CB Richard Ellis Inc  
201 East 4th Street  
CINCINNATI, OH 45202

**Site Address:**

Atrium I  
201 East Fourth Street  
CINCINNATI, OH 45202

**Project Name: Atrium I - 2010 chiller stop inspections on 4 Carrier chillers**

Dear Mr. Hyde:

We are pleased to offer you this proposal for performance of the following services on the equipment listed below:

**Equipment List:**

- Carrier model 19DH7895CQ, serial number 80-41-30427 (chiller #1).
- Carrier model 19DH7895CQ, serial number 80-41-30428 (chiller #2).
- Carrier model 19DH7895CQ, serial number 80-40-30429 (chiller #3).
- Carrier model 30HXC246RZE660KA, serial number 1005Q04896.

**Job Description:**

**One Year Stop Inspection (performed on all four (4) chillers):**

- Change oil filters and compressor oil.
- Dispose of oil per EPA regulations.
- Perform oil analysis and refrigerant analysis.
- Meggar the compressor motor.
- Perform leak test.
- Clean and tighten starter terminals.
- Check and calibrate all safety and capacity controls, record settings.
- Replace filter drier cores.
- Perform annual maintenance on Redi purges.
- Record all data on Stop Inspection log sheet provided by CB Richard Ellis.
- Perform vibration testing and provide owner with written report documenting the test results.

**Eight Year Stop Inspection (performed on one (1) chiller):**

- Inspect and record clearances as appropriate on the following:
  1. Guide vane assembly.
  2. Motor bearings.
  3. Thrust clearance.
  4. Rotor and stator.
  5. Impellers.
  6. Labyrinths.



Atrium I - 2010 chiller stop inspections on 4 Carriers  
Opp Id: 922386

- Inspect oil pump and motor and oil heater. Clean the oil sump.
- Inspect stator to motor terminal connections for loose connections or cracked motor terminals.
- Replace compressor o-rings and gaskets.
- Provide the labor and equipment needed to perform Eddy-Current testing on the condenser tubes.
- Provide customer with a report documenting the results of the Eddy Current testing.

**Pricing:**

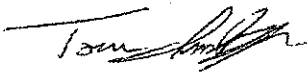
**Total Price: \$27,175.00**

**Clarifications:**

- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- For Eddy Current test results to be accurate, the condenser tubes **MUST** be brush-cleaned immediately prior to Eddy Current testing. **Condenser tube cleaning will be performed by others.**
- If Eddy Current test reveals that tubes must be either plugged or replaced, the cost to perform this work is **NOT** included in this proposal.
- If additional refrigerant is required to fully charge the chillers, the cost of additional refrigerant is **NOT** included in this proposal.

Thanks for giving us this opportunity. If you have any questions or concerns, please call me at (513) 771-8884.

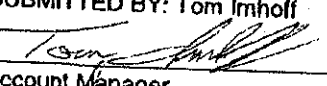

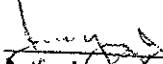
Sincerely yours,



Tom Imhoff  
Account Manager

*This proposal is valid for thirty (30) days from February 23, 2010.*

**This agreement is subject to Customer's acceptance of the attached Trane U.S. Inc. Services Terms and Conditions.**

SUBMITTED BY: Tom Imhoff  Account Manager		Proposal Date: February 23, 2010
CUSTOMER ACCEPTANCE		License Number:
Authorized Representative  Printed Name <u>Andrew Meyer</u> Title <u>Chief Engineer</u>		Trane ACCEPTANCE
Purchase Order <u>22510AH</u>	Acceptance Date <u>2/25/10</u>	Trane U.S. Inc. Authorized Representative  Title <u>ASM</u> Signature Date <u>2-25-10</u>

**TERMS AND CONDITIONS - QUOTED SERVICE**  
"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 services (the "Services") on equipment listed in the Proposal (the "Covered 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 the 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 Services in accordance with scope and terms and conditions of the original Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of goods and/or Services 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, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

**2. Services Fees and Taxes.** Fees for the Services (the "Service Fees") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

**3. Payment.** Payment is due upon receipt of Company's invoice. 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 or otherwise enforcing these terms and conditions.

**4. 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 or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when; 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.

**5. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Services. Company 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 Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA or state industrial safety regulations.

**6. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be liable for, any of the following:  
(a) Any guarantee of room conditions or system performance;  
(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;  
(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;  
(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; and  
(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**7. Warranty.** Company warrants that: (a) for a period of 12 months from the earlier of the date of equipment start-up or replacement the material manufactured by Company and furnished hereunder is free from defects in material and manufacture; and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Warranty"). Defects must be reported to Company within the Warranty period. Company's obligation under the Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Warranty include damage or failure arising from: wear and tear, corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment.

Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

**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 AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

**THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT 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 PURPOSE.**

**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 the indemnifying party Company, and/or its respective employees or 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. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE**

(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 OR FACTS. Should Company nevertheless be found liable for any damages they shall be limited to the purchase price of the Services for one location over a 12 month term. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

**10. Asbestos and Hazardous Materials.** Company'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 Company become aware of or suspect the presence of Hazardous Materials, Company 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 Company. Company shall be required to resume performance of the services only when the affected area has been rendered harmless.

**11. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

In the event Company agrees to name Customer or others as an additional insured, Company will do so but only under its primary Commercial General Liability policies to the extent of the indemnity obligation assumed herein. In no event does Company waive its right of subrogation.

**12. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If 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 ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services 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; lightning; 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 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.

**13. 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 or province in which the Services are performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are 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 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. Except as provided for Service Fee adjustments, 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, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their 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 and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company.

**14. Equal Employment Opportunity/Affirmative Action Clause.**

Company 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.

**15. U.S. Government Contracts.**

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order 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). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following 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 Services are 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, 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 contractor's 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 Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

1-10.48 (1009)  
Supersedes 1-10.48 (0909)

2011

# Ohio Mercantile Self Direct Program

## Application Guide & Cover Sheet

Questions? Call 1-866-380-9580 or visit [www.duke-energy.com](http://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](mailto: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
89000675	0279,210,573		

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 type="checkbox"/> All sections of appropriate application(s) are completed	<input type="checkbox"/> Proof of payment.*	<input 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 type="checkbox"/>	MSD Prescriptive Chillers & Thermal Storage <input type="checkbox"/>
			MSD Custom Part 1 <input type="checkbox"/> MSD Custom General Worksheet <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"/>
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 Chiller Tune-up Service Application

Questions? Call 1-866-380-9580 or visit [www.duke-energy.com](http://www.duke-energy.com).

Email the complete, signed application with all required documents to [SelfDirect@duke-energy.com](mailto: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 checked="" 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 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 type="checkbox"/> All sections of application	<input type="checkbox"/> Invoice with make, model number, quantity and equipment manufacturer	<input type="checkbox"/> Tax ID number for payee	<input type="checkbox"/> Customer/vendor agree to Terms and Conditions
--	---	--	--

Customer Information			
Customer/Business	Asset Ohio 4 <sup>th</sup> Street	Contact	Terry L. Murphy
Phone	513-784-1054	Account Number	8900-0675-02-5
Street Address (Where incentive should be mailed)		201 E. 4 <sup>th</sup> Street 102-14-0152	
City	Cincinnati	State	Ohio
Installation Street Address	201 E. 4 <sup>th</sup> Street	Zip Code	45202
City	Cincinnati	State	Ohio
E-mail Address	terry.murphy@convergys.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	Debra-Kuempel	Contact	Gary Penn
Phone	513-527-8110	Fax	513-271-4676
Street Address		3976 Southern Avenue	
City	Cincinnati	State	Ohio
E-mail Address	gpenn@debra-kuempel.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
Provide Tax ID Number for Payee	Customer Tax ID #
	Vendor Tax ID #

### Terms and Conditions

I have read and hereby agree to the Terms & Conditions and Program Requirements.

Customer Signature		Vendor Signature	
Date	11-02-2011	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.

**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
Carrier 19DH7895CQ	3	450	\$5,377.50	2/2011	2/2010	\$1,344.37
Carrier 30HXC246RZE660KA	1	225	\$1,792.50	2/2011	2/2010	\$448.13

\*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 \$4/ton =	\$3,150.00
B. Cost of service = \$7,170.00 x 50% of total service cost =	\$1,792.50
<b>Total Incentive (lesser amount of row A or row B)=</b>	<b>\$1792.5</b>

\*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 type="checkbox"/> Supply motor amp draw	<input checked="" type="checkbox"/> High Pressure controls
<input checked="" type="checkbox"/> Filter inspect or replace	<input type="checkbox"/> Condenser fan(s) amp draw	<input type="checkbox"/> Crankcase heater operation
<input type="checkbox"/> Belt inspect or replace	<input checked="" type="checkbox"/> Liquid line temperature	<input type="checkbox"/> Water cooled chiller condenser tube cleaning
<input checked="" type="checkbox"/> Contactors condition	<input checked="" type="checkbox"/> Suction pressure & temperature	<input checked="" type="checkbox"/> Water cooled chiller evaporator tube cleaning
<input checked="" 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 3<sup>rd</sup> party vendor. The 3<sup>rd</sup> party vendor is responsible for mailing the 1099 form at the end of the calendar year for tax filing. Duke Energy and the 3<sup>rd</sup> 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 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 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](http://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](mailto: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](mailto: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](http://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     Corporation     Individual/Sole Proprietor     Partnership     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	
Print Name	
Date	

For more information, call 1-866-380-9580 or visit [www.duke-energy.com](http://www.duke-energy.com).

## **Clarion Stop Inspection Requirements**

### **One Year Stop Inspection**

1. Clean condenser tubes with nylon brushes. \* Install new magnesium anodes in water boxes when sufficient room exists for proper installation.
2. Change oil filters and compressor oil. Dispose of oil per EPA regulations. Oil analysis and refrigerant analysis annually.
3. Megger compressor motor
4. Leak test.
5. Clean and tighten starter terminals. Inspect contacts.\*
6. Record vibration levels.
7. Check and calibrate all safety and capacity controls; record settings.
8. Replace filter dryer cores.
9. Run performance test on chiller and evaluate results.\* Trim refrigerant charge under load in late spring.
10. Overhaul purge system
  - a. Inspect/replace sight glasses.
  - b. Inspect/replace separator float valve.
  - c. Replace purge filter.
11. Record all data on Stop Inspection log sheet.

### **Three Year Stop Inspection**

Every third year the following item should be completed in addition to those items listed in the one-year Stop Inspection.

12. Remove overloads and have them bench calibrated by a qualified repair facility.
13. Eddy current test condenser tubes.

### **Six Year Stop Inspection**

Every sixth year the following items should be completed in addition to those items scheduled under the Stop Inspection Program.

14. Clean evaporator tubes with nylon brushes\*
15. Eddy current test evaporator tubes.

### **Eight Year Stop Inspection 24,000 Hrs. (whichever occurs first)**

Every eighth year (or 24,000 hours) the following items should be completed in addition to those items listed in the one year Stop Inspection.

16. Inspect and record clearances as appropriate to the following:
17. a. Guide vane assembly
18. b. Motor bearings
19. c. Thrust clearance
20. d. Rotor and stator.
21. e. Impellers.
22. f. Labyrinths.
23. Inspect oil pump and motor and oil heater. Clean oil sump.
24. Inspect stator to motor terminal connections for loose connections or cracked motor terminals.

25. Replace compressor O-rings and gaskets.

\*Completed by Colliers Turley Martin Tucker personnel

Job Name: Atrium 1 CH-4  
 Prepared by: Habegger Corporation

30 Series Chillers Submittal Sheet

1/20/2005  
 4:20:46 PM

Unit Tag Information

Unit Tag Name \_\_\_\_\_  
 Location \_\_\_\_\_ CH-4  
 Buyer P.O. \_\_\_\_\_  
 Date \_\_\_\_\_  
 Program Version \_\_\_\_\_ 1/19/2005  
 \_\_\_\_\_ 2.80

Unit Size \_\_\_\_\_  
 Cooling Capacity \_\_\_\_\_ 30HXC246\*\*\*6\*\*\*  
 Compressor Input Power \_\_\_\_\_ 223.3 Tons  
 Unit Input Power \_\_\_\_\_ 174.4 kW  
 Capacity control steps \_\_\_\_\_ 174.4 kW  
 Minimum Capacity \_\_\_\_\_ 8  
 Input kw/Ton \_\_\_\_\_ 1.0 %  
 Unit EER \_\_\_\_\_ .781  
 Refrigerant \_\_\_\_\_ R134a

Cooler Data

Fluid Type \_\_\_\_\_ Ethylene glycol  
 Fluid concentration \_\_\_\_\_ 30.0 %  
 Fluid Entering Temperature \_\_\_\_\_ 55.0 °F  
 Fluid Leaving Temperature \_\_\_\_\_ 42.0 °F  
 Fluid Flow Rate \_\_\_\_\_ 450.0 gpm  
 Fluid Pressure Drop \_\_\_\_\_ 10.3 ft wg  
 Fluid Velocity \_\_\_\_\_ 4.3 ft/s  
 Fouling Factor \_\_\_\_\_ 0.0001 (hr-sqft-F)/Btu  
 Foul. Fact. Temp. Adj. \_\_\_\_\_ .48 °F  
 SST \_\_\_\_\_  
 Circuit A \_\_\_\_\_  
 Circuit B \_\_\_\_\_ 38.0 °F  
 Outside Surface Area \_\_\_\_\_ 37.8 °F  
 \_\_\_\_\_ 465.9 sqft

Condenser Data

Fluid Type \_\_\_\_\_ Fresh Water  
 Fluid Entering Temperature \_\_\_\_\_ 85.0 °F  
 Fluid Leaving Temperature \_\_\_\_\_ 94.6 °F  
 Fluid Flow Rate \_\_\_\_\_ 675.0 gpm  
 Fluid Pressure Drop \_\_\_\_\_ 16.6 ft wg  
 Fluid Velocity \_\_\_\_\_ 5.7 ft/s  
 Fouling Factor \_\_\_\_\_ 0.00025 (hr-sqft-F)/Btu  
 Foul. Fact. Temp. Adj. \_\_\_\_\_ .88 °F  
 SDT \_\_\_\_\_  
 Circuit A \_\_\_\_\_  
 Circuit B \_\_\_\_\_ 97.2 °F  
 Outside Surface Area \_\_\_\_\_ 98.3 °F  
 \_\_\_\_\_ 547.7 sqft

Factory Options

Flow Control Type \_\_\_\_\_ EXV

HUNT BUILDERS CORPORATION

APPROVED AS NOTED

Materials have been reviewed for general compliance with the Contract Documents. Approval does not constitute Subcontractor or manufacturer responsibility for deviations of material from the manufacturer's specifications. The manufacturer is responsible for providing the quantity and performance of the material. Approval does not constitute approval of contract requirements unless stated in separate letter of change order.

1-21-05  
 Date

*D.A.A.*  
 Signature

REFER TO ATTACHED TRANSMITTAL DOCUMENT FOR APPROVAL STATUS AND REVIEW COMMENTS FOR EACH PRODUCT / THERMALTECH

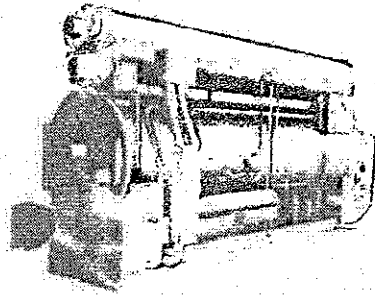
ATRIUM ONE CINCINNATI, OHIO 341CH6003  
 JOB NAME LOCATION  
 BROYLES & BROYLES 602-406-01  
 BUYER D. K. COLE  
 SKIDMORE OWINGS & MERRILL BUYER P.O. NO.  
 CONSULTING ENGINEER D. K. COLE PREPARED BY  
 CINCINNATI Rev. 3/27/80  
 SALESMAN OFFICE DATE  
 CHILLER DESIGNATION R-1, R-2, R-3 QTY. Three (3)

(MARK FOR)

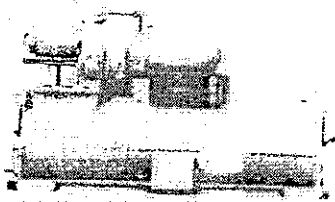
	TONS/HR	WATER	TEMPERATURE		NO. PASSES	FLOW/HR	NOZZLE AREA	WORKING PRESSURE	FOULING FACT	
			IN	OUT						
COOLER	450	771	58	44	3	18.8	BT	150	.0005	CLEAR WATER <input checked="" type="checkbox"/>
CONDENSER		1058	85	96	3	25.5	ZN	150	.0005	BRINE <input type="checkbox"/>
ABSORBER										TWEE <input type="checkbox"/>
GENERATOR										

ABSORPTION	CENTRIFUGAL
MODEL & SIZE 16JB	MODEL 19 DH789500 REFRIG 11
STEM <input type="checkbox"/> HOT WATER <input type="checkbox"/>	19FA ONLY HEAT EXCHANGER _____ COMP
STEAM VALVE SIZE _____	MOTOR _____ GEAR _____ BASE _____
STEAM PRESSURE IN _____ psig/kPa	KW INPUT 343 POWER 480 @ 60 Hz.
STEAM CONSUMPTION _____ #/HR	FLA 474 OLTA 511 LRA 751 LEAD 2347
PUMPS POWER _____ /3/	OIL PUMP POWER 480 /3/ 60 Hz.
PUMPS MOTOR POWER _____ SOL _____ REF _____	PUMP OUT UNIT POWER (IF REQUIRED) _____ /3/
ROA <input type="checkbox"/> ELECT <input type="checkbox"/> PNEU	19FA & CB ONLY CONTROLS <input type="checkbox"/> ELECT <input type="checkbox"/> PNEU

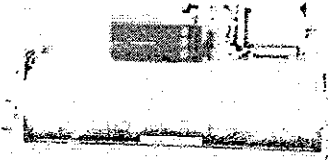
MACHINES ACCESSORIES:	CONTROL ACCESSORIES:	COMPRESSOR MOTOR STARTER SUPPLIED BY Cutler Hammer
Factory Insul. _____	_____	TYPE: WYE-DELTA NEMA I
Vibastic Grooves _____	_____	ACCESSORIES: QTY _____
cooler & condenser _____	_____	<input checked="" type="checkbox"/> - φ AMMETER 3 <input checked="" type="checkbox"/> Unused Dis- 3
stub-outs _____	_____	<input type="checkbox"/> - φ VOLTMETER _____ connect
Hot Gas Bypass _____	_____	<input checked="" type="checkbox"/> 3KVA CONT TRANS 3 <input checked="" type="checkbox"/> U.L. Listing 3
one machine _____	_____	<input type="checkbox"/> WATT HR. METER _____
_____	_____	<input checked="" type="checkbox"/> UNDER VOLTAGE PROT. 3
_____	_____	<input type="checkbox"/> GROUND FAULT PROT. _____
_____	_____	<input type="checkbox"/> φ FAILURE & REV. PROT. _____
_____	_____	<input checked="" type="checkbox"/> Auxil. 7 Pilot 3
_____	_____	Relay
RIGGING WT. 17,430	OPERATING WT. 20,260	OIL PUMP STARTER SUPPLIED BY Carrier
_____	_____	480 /3/ 60 FLA 474 HP 3/2 LOCATION _____



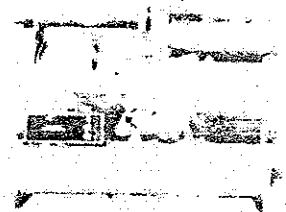
16JB



19DH



19EB



19FA



Remit to: P.O. Box 701620  
Cincinnati, OH 45270-1620

BILLED BY: VSNAPP

INVOICE DATE  
00656752 4/30/11

CUSTOMER:  
10392

JOB ADDRESS:

CBRE FACILITIES FOR CONVERGYS  
ATTN: ACCOUNTS PAYABLE  
PO BOX 1196  
CINCINNATI, OH 45201  
458-1298

CBRE/ATRIUM I CHILLERS MAINT-12/11  
201 E FOURTH STREET  
CINCINNATI, OH 45202

Customer PO No.: 231261091211

Job Number...: 244341  
Bill Contract: 244341

REFERENCE DESCRIPTION

AMOUNT

ATRIUM ONE CHILLER PM  
(2) CENTRIFUGAL ONE YEAR INSPECTION. SCREW CHILLER ONE YEAR  
INSPECTIONS. #3 TEAR DOWN PER YOUR REQUEST.

PREVENTIVE MAINTENANCE

One year stop inspections (see specs) 27,276.00

- 1. MN# 19DH7895CQ SN: 80-41-30427 Carrier
  - 2. MN# 19DH7895CQ SN: 80-41-30429 Carrier
  - 3. MN# 30HXC246RZE660KA SN: 1005Q4896 Carrier
- 8 year stop inspections (see specs)
- 4. MN# 19DH7895CQ SN: 80-41-30428 Carrier

These were completed in April 2011.

*Terry Murphy*  
Terry Murphy

10/20/2011

Now Accepting Visa/MC/AMK for  
Payment of Invoices.  
A Service Charge of 1.5% per Month  
will be charged on All Past Due Accts.

SUB-TOTAL	27,276.00
TAX	.00
AMOUNT PAID	27,276.00
AMOUNT DUE	.00

ORIGINAL DUE ON RECEIPT





3976 Southern Avenue

Cincinnati, Ohio 45227

513.271.6500

Fax 513.271.4676

BILLED BY: KRISTIE TONEY 513-527-8173

INVOICE  
656752

DATE  
4/30/2011

10392

CBRE Facilities For Convergys  
ATTN: Accounts Payable  
PO Box 1196  
CINCINNATI, OH 45201

CBRE/Atrium I Chillers Maint-12/11  
201 E Fourth St.  
CINCINNATI, OH 45202

458-1298

Customer P.O. No.:

Ticket Number:  
Bill Contract:

REFERENCE DESCRIPTION

AMOUNT

Atrium One Chiller PM

(3) Centrifugal Chiller one year stop inspections. (1) Screw Chiller one year stop inspection.

Preventive Maintenance

7170.00

Now Accepting Visa/MC/AMX for  
Payment of Invoices.  
A Service Charge of 1.5% per Month  
will be charged on All Past Due Accts.

SUB-TOTAL 7170.00

TAX

AMOUNT PAID

CREDIT

DUE ON RECEIPT 7170.00

Remit To: DeBra-Kuempel

P.O. Box 701620

Cincinnati, Ohio 45270-1620