

## Standard Leak Survey & Repair Application

### Does your facility qualify?

- Non-residential facility
- Electric projects: electric delivery service rate DS2, DS3, DS4, DS5, or DS6 and Energy Efficiency Demand Response surcharge on Ameren Illinois bill for the service point corresponding to the electric project. DS4 and DS6 service points: please verify with Ameren Illinois that your service point is eligible (historical demand less than 10 MW).

### Does your project qualify?

- Project goal is to make compressed air systems more energy efficient by identifying and repairing leaks
- Estimated project completion date is on or after June 1, 2017, and by December 31, 2017
- \*Three other compressed air applications are available – Compressed Air Retro-commissioning, Standard Specialty Equipment – Industrial Facilities (includes no-loss condensate drains, efficient compressed air nozzles, and air compressor VFDs), and Custom Applications. Please contact a program representative to determine which would be best for your facility.

### What you should know before beginning:

- Preapproval is **required** for ALL Standard Application projects requesting more than \$10,000 of incentive money. Customers applying for preapproval should complete this form using a good faith estimate to determine the estimated incentive amount. If your incentive amount changes as you conduct your project, contact program representatives to discuss the updated incentive amount. Do not make any financial commitments (including generating purchase orders) until receiving an official preapproval letter.
- Each Compressed Air Leak Survey & Repair application may apply for up to \$20,000 once per year, per facility.
- The leak survey must be performed by an outside contractor to be eligible. The outside contractor may be an Ameren Illinois Energy Efficiency Program Ally or a compressed air contractor with adequate experience. If your contractor is not a Program Ally, please ensure they contact an Ameren Illinois Energy Efficiency representative to review program requirements prior to the start of work.
- Application paperwork can be submitted via email or hard copy. Do not submit “zip” files. You will receive a confirmation email within two business days of submitting a complete and correct application.

### Participation instructions:

- **Step One:** Determine if your project requires preapproval. If the expected total incentive request is over \$10,000, preapproval is **required**.
- **Step Two, Track A:** If preapproval is required, submit the application for preapproval and do not make any financial commitments or generate purchase orders until a preapproval letter is issued.
- **Step Two, Track B:** If preapproval is not necessary, an application for “funds reserved” may be submitted, or the survey may begin.
- **Step Three:** Once the survey is complete, applicants must repair identified leaks and submit the Incentive Payment Request Form (with all documentation requested on that form) within 60 days **or by December 31, 2017, whichever comes first**. Survey completion is defined as the survey invoice date. Notify a program representative if the project deadline may not be met – failure to do so may prevent approval. Applications are reviewed and approved projects paid within 60 days of approval.
- **Step Four:** Program staff may conduct a post installation verification inspection upon receiving final application paperwork.

\*Detailed, step-by-step instructions, FAQs, and other helpful information are available in the Application Guide ([www.AmerenIllinoisSavings.com/portals/0/business/forms/application-guide.pdf](http://www.AmerenIllinoisSavings.com/portals/0/business/forms/application-guide.pdf)).

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## Customer and Project Information

*Red indicates a required field.*

Ameren Illinois Customer Information			
Customer Name on Ameren Illinois Account	Signed W-9 form is required documentation <a href="#">Click here for a blank W-9 form</a>	Ameren Illinois Electric Account Number:	
Tax ID (SSN/FEIN)		Ameren Illinois Natural Gas Account Number:	
Mailing Address	City	State	Zip
Contact Name		Title	
E-mail Address	Phone (XXX) XXX-XXXX	Ext.	Fax (XXX) XXX-XXXX
Secondary Contact Name (if applicable)	Phone (XXX) XXX-XXXX	E-mail Address	
Physical Installation Address (if different than above)			
Installation Address	City	State	Zip
Check one:      Owner      Tenant (If tenant, please complete the Landlord Consent Form)			
Name(s) of the person(s) who referred you to the Ameren Illinois Energy Efficiency Program for this project:			
Name of Ameren Illinois or Energy Efficiency Employee		Name of Referring Contractor or Program Ally	
Contractor/Program Ally Information (if applicable)			
Company Name	Contact Name	Title	
Mailing Address	City	State	Zip
E-mail Address	Phone (XXX) XXX-XXXX	Ext	Fax (XXX) XXX-XXXX
Facility/Project Description			
Facility Type (check one):  Office                      Warehouse/Distribution Medical                      Retail/Service Restaurant                      Manufacturing/Industrial Grocery                      Hotel/Motel School/College                      Multiple Other (please specify):		If Manufacturing/Industrial, specify type: Food Processing Automotive/Transportation/Infrastructure Other (please specify):	
Facility Size (total interior square feet served by the account number provided above):			

Project Requirements
<ul style="list-style-type: none"> <li>Customer must repair at least <u>one</u> leak for every five connected compressor horsepower.</li> <li>If less than one leak per every five horsepower is identified, all identified leaks must be repaired to qualify.</li> <li>If an individual leak is deemed irreparable in a project that requires all identified leaks to be repaired, the Ameren Illinois customer may submit a written explanation and the irreparable leak will be allowed to remain.</li> <li>Customers must leave leak tags in place for a minimum of 30 days after the application is submitted to allow Ameren Illinois Energy Efficiency Program representatives to verify the repair, if needed.</li> <li>The party receiving the incentive is responsible for verifying appropriate number of leaks repaired to qualify for incentives. If the Contractor is receiving the incentive payment, the Contractor must provide a signature certification that the required leaks have been repaired.</li> </ul>



# Standard Leak Survey & Repair Application

## Terms and Conditions

**1. DEFINITIONS:** In addition to terms defined elsewhere herein, when any one of the following terms is used in these Terms and Conditions, wherein the first letter is written with a capital letter, then that term shall have the following definition. Words importing persons include corporation, and words importing only the singular include the plural and vice versa when the context requires.

- a) **"Ameren Illinois"** shall mean Ameren Illinois Company d/b/a Ameren Illinois.
- b) **"Application"** shall mean the Customer completed document used to apply for cash incentives, program Terms and Conditions, and any other appropriate application-specific documentation.
- c) **"Application Guide"** shall mean the downloadable file (PDF format) that includes: directions for completing the Application, Customer eligibility criteria, and any other appropriate documentation.
- d) **"Competitive Large Incentive Project"** shall mean incentives applied for by submitting the Competitive Large Incentive Project Application. Those applications will go through a competitive bidding process to determine which projects will be awarded incentives.
- e) **"Customer"** shall mean an Eligible Customer who has submitted an Application for incentive money using their Ameren Illinois account number. The Customer shall become a party to the agreement upon acceptance of Customer's Application by Ameren Illinois.
- f) **"Custom Programs"** shall mean those projects associated with incentives that are not Standard Programs, including but not limited to: *Custom, New Construction Lighting, and Feasibility Study*. See 1.m) below for a list of Standard Programs.
- g) **"EEM"** shall mean energy efficiency measures.
- h) **"Eligible Customers"** shall mean non-residential electric and/or gas Customers of Ameren Illinois. Each program has different eligibility requirements for Delivery Service rates (DS# for electric, GDS# for gas) to be eligible for that program. Refer to the specific program applications to determine if your business is eligible for that program. The Ameren Illinois incentive payments are awarded only to Eligible Customers for equipment that is owned by them and installed in the Ameren Illinois service area at the location that corresponds with the Ameren Illinois account number listed in the Application. All Eligible Customers are ultimately responsible for compliance with these Terms and Conditions.
- i) **"Facility"** shall mean a single premise that, in general, consists of a contiguous tract of land separated by nothing more than a street, alley, or railroad right-of-way, where all buildings and/or energy-consuming devices are owned by a single Customer.
- j) **"New Construction"** shall include construction of new buildings, change-of-use of existing buildings or land, additions to existing buildings, or when two or more building systems are renovated, such as shell and heating, heating and lighting, etc.
- k) **"Pre-approval"** shall mean written notification to Customer of a maximum pre-approved incentive amount through a Pre-approval letter, which Ameren Illinois issues after review of the Customer's Application.
- l) **"Qualifying Energy Efficiency Measures (EEMs)"** shall mean either (i) standard gas or electric EEMs (i.e., measures found on any of the Standard Programs applications: *Lighting, VFD, HVAC, Specialty Equipment, Steam Trap, and Leak Survey and Repair*); or (ii) measures eligible under the Custom Program approved by Ameren Illinois; or (iii) measures found in the Retro-commissioning Program as identified in official program materials found on the Ameren Illinois Energy Efficiency website. Technologies that purport to save energy through reduction of voltage, demand, or power conditioning are not Qualifying EEMs. EEMs that displace electrical energy use or natural gas to another fuel (i.e., fuel switching proposals) are not Qualifying EEMs. Other than geothermal projects, renewable energy projects (solar, wind power, etc.) are also not eligible for incentives under this program. Unless explicitly pre-approved, EEMs must be new and covered by warranties. Natural Gas (gas) incentives do not include propane or butane measures.
- m) **"Standard Programs"** shall mean those projects associated with Standard gas or electric EEMs. Standard Programs include the following: *Lighting (not New Construction Lighting), VFD, HVAC, Specialty Equipment, Steam Trap and/or Leak Survey and Repair*. See the Ameren Illinois Energy Efficiency website for applications for these programs (AmerenIllinoisSavings.com).

### 2. OWNERSHIP OF CAPACITY AND/OR ENVIRONMENTAL CREDITS:

- a) EEMs purchased and installed in part through incentives provided by this program are the property of the Customer, subject to any limitations contained within these Terms and Conditions.
- b) Notwithstanding the above, unless otherwise requested in writing by the Customer prior to installation of the EEMs, Ameren Illinois holds sole rights to any system capacity credits and environmental credits that may be associated with EEMs for which incentives from Ameren Illinois were received, and Ameren Illinois can dispose of these credits in any manner authorized by law or regulation.
- c) In no event shall activity associated with any energy or environmental credits noted in Section 2(b) result in interference with the Customer's sole discretion to operate EEMs as approved in his/her incentive award.

### 3. PRE-APPROVAL

For all Applications, Ameren Illinois is not obligated to award any incentive payment unless Pre-approval is granted. Further, Ameren Illinois will not pay incentives for any EEMs ordered or any purchase order generated prior to the date of the Pre-approval letter, UNLESS, the requested incentive is less than \$10,000 on any Standard Program Application (see 1.m above). Pre-approval reserves incentive funds for a period up to the Estimated Completion Date provided in the Pre-approval letter. After the Estimated Completion Date, Ameren Illinois may revoke the Pre-approval letter and associated incentive funds. Customer is responsible for ensuring application is accurate and equipment meets eligibility requirements in order to receive the Pre-approval incentive payment.

**4. POST-INSTALLATION VERIFICATION:** Ameren Illinois is not obligated to make any incentive payment until it has performed a satisfactory post-installation verification. This provision may be waived at the sole discretion of Ameren Illinois.

### 5. INCENTIVE PAYMENT AMOUNTS:

- a) Incentive caps (per program year for a facility) are defined as follows:
  - i) Standard, Custom, and Retro-Commissioning applications: Electric incentives are capped at \$500,000 per project. Gas incentives are capped at \$250,000 per project.
  - ii) Incentives awarded under the Staffing Grant will be pro-rated based upon the energy savings achieved compared to the accepted savings in the staffing grant pre-approval letter, up to the pre-approved staffing grant incentive amount. See the Staffing Grant Application for further criteria.
  - iii) New Construction Lighting incentives are capped at \$100,000.
  - iv) Feasibility Study – the maximum incentive payment for a single Feasibility Study is capped at \$20,000. See the Feasibility Study application for further details.
  - v) Leak Survey and Repair – the capped incentive is \$20,000 for a compressed air Leak Survey and Repair project. See the Leaks Survey and Repair application for further criteria.
  - vi) Metering & Monitoring – the maximum total incentive payment for Metering & Monitoring is \$22,000. See the Metering & Monitoring application for further details.
- b) Ameren Illinois reserves the right to adjust and/or negotiate the incentive amount, based upon its independent assessment of appropriate savings or cost estimates.
- c) Once an incentive Application is pre-approved, Ameren Illinois will pay no more than the pre-approved incentive amount.
- d) Ameren Illinois reserves the right to cap incentives at \$10,000 for Standard projects that did not obtain pre-approval.
- e) Incentives for Standard or New Construction applications will be capped at the project cost, which includes material cost and external labor cost (Internal labor is not considered in the project cost). Steam Trap Surveys are eligible for incentives when internal labor is used per the guidelines of the Steam Trap application.

**6. MONITORING AND EVALUATION FOLLOW-UP VISITS:** Customer grants Ameren Illinois and any of its agents, the right to make follow-up visits, inspections or surveys of the Customer's facility during the 36 months following the completion date of the project at a time convenient to the Customer. If Ameren Illinois discovers that the EEMs were not actually and properly installed or were subsequently disconnected within 36 months after installation, Ameren Illinois shall be entitled to money damages equal to the total amount of incentive payments made plus interest.

### 7. CHANGES IN/CANCELLATION OF THE PROGRAM:

- a) Ameren Illinois may change the program requirements, incentives, or these Terms & Conditions at any time without notice, including suspending acceptance of Applications, denial of Applications already received, or terminating the program.
- b) In the event of program change, Applications that have been granted Pre-approval will be processed to completion under the Terms & Conditions in effect at the time of Pre-approval by Ameren Illinois.
- c) Cash incentives under the Ameren Illinois programs are offered on a first-come, first-served basis and are subject to project and Customer eligibility, and the availability of funds.

### 8. LIMITATION OF LIABILITY AND INDEMNIFICATION:

a) AMEREN ILLINOIS' TOTAL LIABILITY TO CUSTOMER UNDER THESE TERMS AND CONDITIONS, OR ANY OTHER REQUIREMENT OF CUSTOMER'S APPLICATION OR CONDITION OF INCENTIVE AWARD SHALL BE LIMITED TO PAYING THE INCENTIVE PAYMENTS SPECIFIED IN THE APPLICATION OR PRE-APPROVAL LETTERS. AMEREN ILLINOIS, ITS PARENT, AFFILIATES AND SUBSIDIARIES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS SHALL NOT BE LIABLE TO THE CUSTOMER OR FOR ANY DAMAGES IN TORT (INCLUDING NEGLIGENCE) CAUSED BY ANY ACTIVITIES ASSOCIATED WITH THIS APPLICATION; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF CUSTOMER'S PROPERTY, EQUIPMENT OR POWER SYSTEM; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER. BY PARTICIPATING IN THE AMEREN ILLINOIS PROGRAM, CUSTOMER AGREES TO WAIVE ANY CLAIMS, EXCEPT AS PROVIDED IN THIS ARTICLE 8.a) ABOVE, AND FULLY RELEASES AMEREN ILLINOIS FROM ANY OTHER DAMAGES, OF ANY KIND ARISING OUT OF OR RELATED TO CUSTOMER'S APPLICATION.

b) The Customer shall defend, protect, indemnify, and hold harmless Ameren Illinois, its parent, affiliate and subsidiaries, and their representative directors, officers, employees, and agents from and against all liabilities, losses, claims, damages, judgments, penalties, costs and expenses (including, without limitation, attorney's fees and expenses) with respect to all demands, claims, suits, causes of action, and/or judgments for injuries, including death, to any person, of third parties, and for property damage incurred by or assessed against Ameren Illinois arising out of or relating to Customer's Application.

**9. NO WARRANTIES:** Ameren Illinois does not guarantee the energy savings and its parent, affiliates, employees, and agents do not make any representations or warranties of any kind regarding the results to be achieved by the EEMs or the adequacy or safety of such measures. Ameren Illinois and its parent, affiliates, employees, and agents do not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and it provides no warranties, expressed or implied, including any implied warranty of merchantability or implied warranty of fitness for any product or services. Ameren Illinois has no obligations regarding and does not endorse or guarantee any claims, promises, work, or equipment made performed or furnished by any contractors or equipment vendors that sell or install EEMs.

**10. CUSTOMER SHALL PAY ALL TAXES:** Incentive payments received by the Customer or any Third Party Payee under this Agreement may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes, regardless of who receives the incentive.

a) Except as expressly provided herein, if either Ameren Illinois or the Customer desires to modify these Terms and Conditions, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.

**11. REMOVAL OF EQUIPMENT:** The Customer agrees, as a condition of participation in the program, to remove and dispose of any equipment being replaced by the EEMs in accordance with all applicable laws, rules, and regulations. The Customer further agrees not to reinstall any of replaced equipment anywhere in Illinois, or transfer it to any other party for installation in Illinois.

### 12. CHOICE OF LAW AND DISPUTES.

a) THESE TERMS AND CONDITIONS, OR ANY OTHER REQUIREMENT OF THE APPLICATION GUIDE OR CONDITION OF INCENTIVE AWARD WILL BE GOVERNED IN ALL RESPECTS BY THE LAWS, STATUTES, AND REGULATIONS OF THE STATE OF ILLINOIS. AMEREN ILLINOIS AND CUSTOMER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT EITHER SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PROJECT.

b) Customer agrees that any dispute arising out of or related to the workmanship or performance of an EEM or the adequacy or safety of such measure shall be resolved solely between the Customer and either the EEM contractor or equipment provider (Rev11)

# Standard Leak Survey & Repair Application

## Required Documentation Checklists

### All Applications

Before submitting your application, please be sure to include all required information and documents as listed below.

Complete all fields in the Customer and Project Information Section (p. 2)

Ensure that all qualifying equipment is entered in the Incentive Calculation Section (p.3, Table 1 & 2)

Ensure the application is signed by the Ameren Illinois customer and the customer has checked the box indicating compliance with the Terms and Conditions.

Signed W-9 form with Tax Identification Number associated with the Ameren Illinois customer. **Incentives WILL NOT be paid until a completed and signed [W-9](#) has been received.**

### Applications Under \$10,000

Standard Program applications requesting less than \$10,000 in incentives do not require pre-approval and should submit a signed Incentive Request Form when the project is complete, along with the required documentation above to receive payment.

### Supplemental Documentation

There are several supplemental forms required for specific situations, as described below. All supplemental documentation can be found on the Ameren Illinois Energy Efficiency Programs website at [AmerenIllinoisSavings.com/forms](http://www.AmerenIllinoisSavings.com/forms).

[Landlord Consent Form](http://www.AmerenIllinoisSavings.com/portals/0/business/forms/landlord-consent-form.pdf) (<http://www.AmerenIllinoisSavings.com/portals/0/business/forms/landlord-consent-form.pdf>) is required if the Ameren Illinois customer is a tenant.

[Payment Release Authorization](http://www.AmerenIllinoisSavings.com/portals/0/business/forms/payment-release-authorization.pdf) (<http://www.AmerenIllinoisSavings.com/portals/0/business/forms/payment-release-authorization.pdf>) is required if the incentive is to be paid to a party other than the Ameren Illinois customer.

## Customer Acknowledgment and Signature

I certify that all information provided is correct to the best of my knowledge, and I give the Company's permission to share my records with the Illinois Commerce Commission, or its contractors, who plan to evaluate my energy usage. Additionally, I will allow reasonable access to my property to verify the installation and performance of the Energy Efficiency Measures that are eligible for incentives under the Programs.

By checking this box and signing below, I certify that I have read, understood and agree to the Terms and Conditions listed above (p.4). **Applications will not be accepted as "complete" unless this box is checked**

**Project Estimated Completion Date: (mm/dd/yyyy)** \_\_\_\_\_

**Total Incentive** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date: (mm/dd/yyyy)** \_\_\_\_\_

*Electronic signatures allowed and accepted by the Business Programs.*

*Typing your name above constitutes a valid electronic signature.*

# Standard Leak Survey & Repair Application

## Incentive Payment Request

**Required Documentation** Before submitting your application, please be sure to include all required information and documents as listed below.

Complete all fields in the Customer and Project Information Section (p. 2)

Ensure that all required information is provided in Tables 1 and 2 (p. 3)

Table 3, Leak Survey Log, may be recreated in a spreadsheet or other format for ease of use. However, the information listed in Table 3 on this form is the minimum information required for submission and must be included before applications can be processed. **A properly completed Leak Log, repair, and verification form (Table 3 or similar) must be submitted in order to receive incentive payment.**

Submit a copy of the survey invoice showing the Program Ally/Contractor name, date(s) of the survey was conducted, and the costs. If the leaks were repaired by an external contractor, submit a copy of the invoice showing the contractor name, itemized invoice of repairs conducted (including quantity of leaks) and the associated costs.

Ensure the application is signed by the customer and the individual signing the form has checked the box indicating compliance with the Terms and Conditions.

Signed W-9 form with Tax Identification Number associated with the Ameren Illinois customer. **Incentives WILL NOT be paid until a completed and signed [W-9 \(http://www.irs.gov/pub/irs-pdf/fw9.pdf\)](http://www.irs.gov/pub/irs-pdf/fw9.pdf) has been received.**

### Customer Acknowledgment and Signature

I certify that all information provided is correct to the best of my knowledge, and I give the Company's permission to share my records with the Illinois Commerce Commission, or its contractors, who plan to evaluate my energy usage. Additionally, I will allow reasonable access to my property to verify the installation and performance of the Energy Efficiency Measures that are eligible for incentives under the Programs.

By checking this box and signing below, I certify that I have read, understood and agree to the Terms and Conditions listed above (p. 4). Further, I confirm that the upgrades have been completed at the facility location as specified in the "Customer and Project Information" Section of the Application. **Applications will not be accepted as "complete" unless this box is checked.**

Company Name (Ameren Illinois Customer): \_\_\_\_\_

Project Completion Date: (mm/dd/yyyy) \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: (mm/dd/yyyy) \_\_\_\_\_

*Electronic signatures allowed and accepted by the Business Programs.  
Typing your name above constitutes a valid electronic signature.*

# Standard Leak Survey & Repair Application

## **INSTRUCTIONS (for electronic completion and submittal):**

After clicking Submit (above), if a new email message appears with this completed form attached, attach your supporting documentation (cut sheets, W-9 form, signature page, etc) to the email and click send. You can then save a copy of the completed form to your hard drive if you wish.

If a new email message does not appear, please save this completed form to your desktop. Then, create a new email message addressed to [IllinoisBusinessProjects@ameren.com](mailto:IllinoisBusinessProjects@ameren.com), attach the file you just saved as well as required supporting documentation (cut sheets, W-9 form, signature page, etc) to the email and click send. Do not submit a "zip" file.

Individual attachments may not exceed 3 MB in size. The sum of all attachments may not exceed 10 MB, (PDF documents can generally be reduced sufficiently by selecting "Reduce File Size" under the "Document" menu in Adobe Acrobat).

Applications submitted electronically, using the "submit" button above, may receive priority in the application review process.