
Industrial Refrigeration RCx Application

Industrial Refrigeration Retro-commissioning Program goals:

- Provide financial incentives to support implementation of no- and low-cost energy efficiency improvements (0-1 year payback)
- Reduce facility operating costs by optimizing the operation of industrial refrigeration systems
- Provide a road map of energy efficiency opportunities for capital improvement projects (1-10 year payback) to be implemented via the Custom Program

Does your facility/project qualify?

- Food processing facility, refrigerated warehouse, or industrial facility with two or more refrigeration or process cooling compressors or chillers
- At least 500 hp/500 ton capacity (total, without backup)
- Minimum two years since last major upgrade or tune-up
- Electric projects: electric delivery service rate DS2, DS3, DS4, 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).
- Estimated project completion date is on or after June 1, 2017, and by December 31, 2017
- Final application paperwork is due within 30 days of project completion **or by December 31, 2017, whichever comes first**
- All incentivized equipment must be installed and operational

Incentives:

The most common no cost/low cost measures implemented through the Industrial Refrigeration RCx Program include lowering condensing pressure, raising suction pressure, evaporator fan control modifications, compressor sequencing optimization, and evaporator defrost setting modifications.

- Program incentives are provided to defray a portion of the RCx survey cost.
- Program incentives include a survey incentive and an implementation incentive.
 - The survey incentive is 70% of the survey cost.
 - The implementation incentive of \$0.02/kWh saved applies to all implemented and verified RCx measures with a 0-1 year payback.
- Customers qualify for the RCx incentive by implementing sufficient 0-1 year payback energy efficiency measures to meet the minimum energy savings requirement outlined in the preapproval letter.
- Recommendations and supporting data from the RCx survey ("Implementation Plan") may be used to provide the basis of a Custom Program application.
- Electric incentives capped at \$500,000 per project.

Participation instructions:

- **Pre-approval is required** before the RCx survey is initiated (including generating purchase orders).
- There are four phases of every IR RCx project: Application, Survey, Implementation, and Verification.
- Each phase includes a set of required documentation that must be submitted and reviewed before the project can move forward to the next phase. Only the materials required for each phase should be submitted.
- As the project moves to the next phase, you are responsible for submitting the required documentation listed for that phase.
- The phase requirements are listed at the beginning of each section as a checklist.

It is of critical importance to notify the program of any scope changes being considered, as your energy savings and incentive level may be affected. Program representatives can advise you as to possible impacts of the scope changes and assist in collecting the proper documentation.

Supplemental documentation:

- Landlord Consent Form – required if Ameren Illinois customer is a tenant
- Payment Release Authorization – required if the incentive is to be paid to a party other than the Ameren Illinois customer
- Large Incentive Request Form – required if the total requested incentive is over \$25,000 (survey + implementation incentive)

Industrial Refrigeration RCx Application

Who and What is a RCx Service Provider (RSP)?

What is a RCx Service Provider (RSP)?

- An RSP is a consulting firm or equipment distributor with skills and experience in industrial refrigeration systems.
- An RSP is experienced in providing comprehensive audits of industrial refrigeration systems for their customers.
- An RSP has been selected by the Ameren Illinois Energy Efficiency program to assist in the delivery of this program to Ameren Illinois customers.

How does a customer select their RSP?

- Customers and RSPs typically have an ongoing relationship and use this program to implement no cost/low cost energy efficiency measures and develop a game plan for future capital improvements.
- Customers who do not have an ongoing relationship with an RSP can work with Energy Efficiency program staff to select an RSP that meets their needs.
- Customers who have an ongoing relationship with a firm they would like to use as an RSP can work with Energy Efficiency program staff to obtain approval to use their desired service provider.

What can a customer expect from their RSP?

- Appropriate skills and experience to perform an industrial refrigeration audit
- Solid understanding of the Industrial Refrigeration RCx Program process and guidelines.
- Proven experience in successfully completing an industrial refrigeration RCx project through the Ameren Illinois Energy Efficiency Program.

Who are the current RSPs?

The RSP list is updated annually - the current list of approved RSPs is available at

<http://www.AmerenIllinoisSavings.com/portals/0/business/forms/PY9-Industrial-Refrigeration-RSP-List.pdf>

Application Phase

Completing this portion of the application is the first step in applying for incentive money for your Industrial Refrigeration RCx project. To begin the process, complete and submit the items listed in this check list.

Application Phase Checklist

Customer and Project Information (Table 1)
Survey Scope & Savings Estimate (Table 2)
Customer signature (Acknowledgement & Signature Block)
RSP Survey Proposal
Energy Saving Calculations
Equipment List
LIRF for requests over \$25,000 (survey + implementation incentive)

RSP Survey Proposal Requirements (Include as supplemental documentation to the incentive application):

- Provided on RSP's letterhead
- Include survey scope, cost, and terms

Energy Savings Estimate (Include as supplemental documentation to the incentive application):

- Provide backup calculations to support the savings estimate in Table 2
- Outline the contribution of each expected energy saving measure
- Provide an estimate of the existing annual energy usage for the industrial refrigeration system (kWh)
- Express the estimated annual energy savings as a percentage of the existing annual energy usage

Equipment List Requirements (Include as supplemental documentation to the incentive application):

- Include an equipment list and a sequence of operations for the existing system
- Note any unusual conditions or challenges associated with this facility
- Verify that the customer does not have an existing refrigeration maintenance contract in place
- Identify any risks associated with the survey, implementation, or verification phases of the project (inaccessible areas, plant shutdown required to implement measures, etc)

Industrial Refrigeration RCx Application

Table 1 - Ameren Illinois Customer and Project Information			
Customer Name on Ameren Illinois Account	Signed W-9 form is required documentation Click here for a blank W-9 form	Ameren Illinois Electric Account Number: -	
Tax ID (SSN/FEIN)		Ameren Illinois Natural Gas Account Number: -	
Mailing Address (check mailed to)	City	State	Zip
Contact Name		Title	
E-mail Address	Phone	Ext.	Fax
Secondary Contact Name (if applicable)	Phone	E-mail Address	
Physical Installation Address (if different than above)			
Installation Address	City	State IL	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			
Company Name	Contact Name	Title	
Mailing Address	City	State	Zip
E-mail Address	Phone	Ext	Fax
Facility/Project Description			
Facility Size (total interior square feet served by the account number provided above):	Total Compressor/Chiller hp/ton to be surveyed, not including backup:	Total Quantity of Compressors/Chillers to be surveyed, not including backup:	Years since last major upgrade or system tune-up:

Newer versions posted to the Ameren Illinois Energy Efficiency Program website supersede all previous versions. The revision number is listed in the footer of each page. The version of the application that was available at the time you submitted your pre-approval application will apply.

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Application Phase (cont.) – Survey Scope (Existing Equipment)

Table 2 – Survey Scope and Savings Estimate				
Survey Scope <i>(Check all that apply)</i>		Pro-Forma Estimates		
Lower condensing pressure Raise suction pressure Evaporator fan control Evaporator defrost settings Compressor sequencing Other (Please specify below)		Energy savings RCx measures (list of measures with 0-1 year payback)		
		Energy Savings Custom measures (list of measures with 1-10 year payback)		
		Survey Cost (\$)	Survey Incentive – 70% of survey cost (\$)	
Implementation Incentive: (Enter kWh Saved)		Incentivized at 2 cents/kWh = \$		
A	Estimated Annual kWh Savings	(0-1 year payback measures only, for the entire system)		kWh
B	Your Electric Rate	(money spent on electricity for a year) ÷ (kWh used in a year)		Cents/kWh
C	Estimated Savings	A x B	\$	\$
D	Estimated Implementation Cost	(The 0-1 year payback measures only)	\$	\$
E	Simple Payback	D ÷ C		years

Ameren Illinois Customer Acknowledgement and Signature - Application

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 at the end of this application form (p. 10). I understand and agree that the Terms and Conditions (p. 10) apply to all phases of this project. **Applications will not be accepted as "complete" unless this box is checked.**

Estimated Survey Completion Date (mm/dd/yyyy) _____

Estimated Implementation Completion Date (mm/dd/yyyy) _____

Estimate Verification Survey Completion Date (mm/dd/yyyy) _____

Print Name: _____ Title: _____

Signature: _____ Date: (mm/dd/yyyy) _____

Electronic signatures are not accepted in this signature block. The Ameren Illinois Customer must sign this section, by hand, and submit to the program.

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Survey Phase

Completing this section is the second step in applying for incentive money for your Industrial Refrigeration RCx project. To begin the process, complete and submit the items listed in this check list.

Survey Checklist

Written confirmation of estimated survey completion date (sent via email to the program, provided by RSP)
Copy of P.O. to IR RCx RSP documenting initiation of the survey phase
Electronic submittal of Implementation Plan
Implementation Plan Presentation Meeting
Comply with report requirements listed in Table 3 – Implementation Plan Report Outline
Completed Table 4 – Program Commitment Form

Survey Phase Guidelines

- Survey phase must be initiated within 30 days of pre-approval letter or incentives may be at risk.
- Implementation Plan must be submitted to customer and Energy Efficiency representative at least one week prior to presentation meeting.
- Implementation Plan Presentation Meeting must be held and must include customer, Industrial Refrigeration RSP, and Energy Efficiency representative. Without this meeting, the implementation incentive will not be provided.
- Program Commitment Form must be signed and completed within one week of Implementation Plan Presentation Meeting

Implementation Plan Presentation Meeting Guidelines:

- This meeting may be conducted at the customer's facility, via conference call, or via webinar.
- Meeting participants must include RSP, customer, and Energy Efficiency representative
- RSP to review RCx survey findings including:
 - 0-1 year payback measures to be implemented under Industrial Refrigeration RCx Program
 - 1-10 year payback measures which may be implemented under Custom Program
- Customer to address the following issues:
 - Comments/questions on RCx Implementation Plan
 - Review of energy efficiency measures customer plans to implement to meet minimum energy savings requirement
 - Updated schedule for implementation phase
- Energy Efficiency representative to address the following issues:
 - Comments/questions on RCx Implementation Plan
 - Review of program requirements for implementation and verification phases
 - Request for completed program commitment form as a follow up to this meeting

If you have questions about the program or are uncertain how to proceed, please contact program representatives via email:

IllinoisBusinessEE@ameren.com or call toll-free 1.866.800.0747

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Table 3 – Implementation Plan Report Outline

Note: This outline is intended as a general guideline for the implementation plan report and may be modified based on the scope of the RCx Survey for each project. **Include this cover page with your report.**

Executive Summary Facility Profile and Contact Information Equipment Summary Equipment Data Refrigeration Systems Drawings (when available) Monitoring Equipment & Probe Locations Annual Energy Costs System Performance Summary RCx Measures Recommendations Capital Improvement Measures Recommendations	Savings Calculations Electronic submittal of survey data (power and pressure readings) Electronic submittal of savings calculations or simulation inputs and assumed performance curves
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Table 4 – Program Commitment Form

Ameren Illinois Customer Name and Contact Information			
Company	Mailing Address	Contact Person	Email Address
Company Phone	Company Fax	Contact Phone	Contact Cell
Retro-Commissioning Service Provider (RSP) Name and Contact Information			
Company	Mailing Address	Contact Person	Email Address
Company Phone	Company Fax	Contact Phone	Contact Cell
Retro-Commissioning Survey Recommendations			
The following survey recommendations will be implemented by the customer to meet the minimum requirements of the program: (Please briefly list the measures to be implemented here and attach a copy of the RSP's RCx Implementation Plan describing these measures in detail.)			
Savings and Incentive Information			
A	\$	\$	RSP Survey Cost
B	\$	\$	Ameren Illinois Survey Incentive (found in the pre-approval letter)
C	\$	\$	Ameren Illinois Implementation Incentive (2 cents per kWh)
D		kWh	Minimum Annual Savings Requirement (found in the pre-approval letter)
E		kWh	Planned kWh savings of the 0-1 year measures to be implemented
F	\$	Cents/kWh	Your electric rate
G	\$	\$	Estimated annual electrical savings
H	\$	\$	Estimated cost of planned measures (excludes survey cost; labor can be via RSP, other contractor, or in-house)
I		years	Payback of planned measures (H÷G) (Must be less than 1 year)
Program Commitment Terms and Conditions			
<ul style="list-style-type: none"> Minimum annual savings requirement must be met via the implementation of measures listed on this form on or before December 31, 2017, the program year deadline. Failure to proceed with the implementation of the listed measures and/or failure to meet the program year deadline may result in the forfeit of incentives. Confirmation of measures implementation via the submittal of a verification report by the RCx Service Provider is required during the Verification Phase. 			

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Ameren Illinois Customer Acknowledgement and Signature - Commitment

I have reviewed the RCx Implementation Plan with the RCx Service Provider and with an Energy Efficiency program representative. I am prepared to implement the energy savings measures in order to meet the minimum annual energy savings requirements and the program year deadline as described in this application. Furthermore, I understand that an outside contractor may request permission to verify that the project was completed as stated in the application, and I will agree to this inspection.

By checking this box and signing below, I certify that I have read, understood and agree to the Terms and Conditions (p. 10) in the paragraph above. **Applications will not be accepted as "complete" unless this box is checked.**

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.

Implementation Phase

Completing the Implementation Phase is the third step in applying for incentive money for your Industrial Refrigeration RCx project. To begin the process, complete and submit the items listed in this check list.

Implementation Phase Checklist

Provide notification by e-mail to the RSP and Energy Efficiency representative that the implementation phase has started.

Provide an update by e-mail to the RSP and Energy Efficiency representative stating the estimated completion date for the implementation phase.

Provide notification by e-mail to the RSP and Energy Efficiency representative that the implementation phase is complete.

Implementation Phase Guidelines

- Implementation of RCx measures may be accomplished by in house resources, local contractor, your RSP or a combination of these resources.
- Implementation phase must be initiated within 30 days after the survey presentation meeting to avoid putting the project incentives at risk.
- Measures that require a scheduled plant shutdown are an exception to the 30 day deadline.

If you have questions about the program or are uncertain how to proceed, please contact program representatives via email: IllinoisBusinessEE@ameren.com or at 1.866.800.0747.

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Verification Phase

Completing this phase is the fourth step in applying for incentive money for your Industrial Refrigeration RCx project. To begin the process, complete and submit the items listed in this check list.

Verification Phase Checklist
The customer shall notify the RSP and Energy Efficiency representative that the implementation phase has been completed and that the verification survey can be conducted.
The RSP shall schedule and conduct the verification survey.
At the conclusion of the verification survey, the RSP shall submit the verification form to Ameren Illinois with a copy to the customer (Table 5). This form will represent the final documentation required for the project.
In addition to the completed verification form, include a copy of <u>all</u> invoices that relate to the project.

Verification Phase Guidelines

- Project may have a post-install inspection conducted by Energy Efficiency staff.
- The intent of the verification survey is to conduct a spot check of the energy-efficiency measures agreed to in the program commitment form to verify that those measures have been implemented.
- Post- metering data is required for projects claiming over 2,000,000 kWh in savings
- If you are considering changes to your scope of work, it is imperative that you contact Energy Efficiency staff. Program representatives will provide information on how these changes will impact your savings/incentive and the necessary steps required to request incentive changes.

Table 5 – Verification Survey Form <i>(To be completed by the RSP)</i>	
Customer Company Name:	
RSP Company Name:	
Project # (from your pre-approval letter):	
Complete a section below for each survey conducted. The options for "Survey Type" may include:	
<i>Lower Condensing Pressure</i>	<i>Evaporator Fan Control</i>
<i>Increase Suction Pressure</i>	<i>Evaporator Defrost Settings</i>
	<i>Compressor Sequencing</i>
	<i>Other</i>
Survey 1	
Type of Survey:	
Description of Measure:	Description of Survey Approach:
Discrepancies Noted: Y/N and Comments:	Satisfactory Implementation: Y/N and Comments:
Date: (mm/dd/yyyy)	
Survey 2	
Type of Survey:	
Description of Measure:	Description of Survey Approach:
Discrepancies Noted: Y/N and Comments:	Satisfactory Implementation: Y/N and Comments:
Date: (mm/dd/yyyy)	

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Survey 3	
Type of Survey:	
Description of Measure:	Description of Survey Approach:
Discrepancies Noted: Y/N and Comments:	Satisfactory Implementation: Y/N and Comments:
Date: (mm/dd/yyyy)	

Survey 4	
Type of Survey:	
Description of Measure:	Description of Survey Approach:
Discrepancies Noted: Y/N and Comments:	Satisfactory Implementation: Y/N and Comments:
Date: (mm/dd/yyyy)	

Ameren Illinois Customer and RSP Acknowledgement and Signature - Verification

I certify that all information provided is correct to the best of my knowledge.

By checking this box and signing below, I confirm that the upgrades have been completed at the facility location as specified in the Verification Survey Form (Table 5). **Applications will not be accepted as "complete" unless this box is checked.**

Company Name (Ameren Illinois Customer): _____

Project Number (From Pre-Approval Letter): _____

Project Completion Date: (mm/dd/yyyy) _____
Completion is defined as all measures completed and equipment installed and operational.

Ameren Illinois Customer Signature

Print Name: _____ **Title:** _____

Signature: _____ **Date: (mm/dd/yyyy)** _____

RSP Signature

Print Name: _____ **Title:** _____

Signature: _____ **Date: (mm/dd/yyyy)** _____

Electronic signatures are not accepted in this signature block. The Ameren Illinois Customer and RSP must sign this section, by hand, and submit to the program.

Industrial Refrigeration RCx 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) "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.
 - e) "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.
 - f) "EEM" shall mean energy efficiency measures.
 - g) "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.
 - h) "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.
 - i) "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.
 - j) "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.
 - k) "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.
 - l) "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 or such measure shall be resolved solely between the Customer and either the EEM contractor or equipment provider (Rev11)