

Standard Smart Thermostat Application

Does your facility qualify?

- Non-residential facility
- Either
 - Thermostat controls air conditioner or electric heat: Electric delivery service rate DS2, DS3, DS4, DS5, or DS6 and Energy Efficiency Programs Charges on Ameren Illinois electric bill for the service point corresponding to the electric project, AND/OR
 - Thermostat controls gas furnace: Gas delivery service rate GDS2, GDS3, GDS4, GDS5, or GDS7 and Gas Energy Efficiency Programs Charge on Ameren Illinois gas bill.

Does your project qualify?

- New thermostat meets eligibility guidelines as specified in this application
- Installed by December 31, 2018

What you should know before beginning:

- Incentive limited to thirty (30) Thermostats. More than thirty (30) thermostats should use the "Standard HVAC/Water Heaters" Application.
- Thermostats must be installed and operational prior to receiving incentive.
- Projects must be completed within 120 days of equipment purchase date.
- Final application paperwork is due within 30 days of project completion **or by December 31, 2018, whichever comes first.**
- Incentive applications are also capped at the project cost, which includes the costs of material and external labor (internal labor is not considered).
- Purchases already discounted by participating retailers, including the Ameren Illinois Online Store and the Instant Incentive Offering are not eligible. Application cannot be combined with "Standard HVAC/Water Heaters" Application or "Small Business Direct Install".
- Application paperwork can be submitted via email or hard copy. Emails that include "zip" files cannot be received. (You will receive a confirmation email within two business days of submitting an application; please contact us if you do not receive a confirmation email.)

Participation instructions:

- Within 30 days of project completion (all equipment installed and operational) or by December 31, 2018 – whichever comes first – submit a completed Application and all supporting documentation requested. Applications are reviewed and approved projects paid within 60 days of approval.
- 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).

Standard Smart Thermostat Application

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 Click here for a blank W-9 form		Ameren Illinois Electric Account Number: * Ameren Illinois Natural Gas Account Number: * <i>*Both electric and gas account numbers are required if you are an Ameren Illinois electric and gas customer.</i>	
Mailing Address		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 (Landlord Consent Form not required for Smart Thermostat installation, although it is highly recommended that Tenant discuss installation with Landlord prior to purchase/installation)				
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	Ext.	Fax	
Facility/Project Description				
Facility Type (check one):				
Assembly	Hospital	Religious Building		
Assisted Living	Hotel/Motel	Restaurant		
College	Manufacturing Facility	Retail Dept. Store		
Convenience Store	Multifamily Common Areas	Retail Strip Mall		
Elementary School	Movie Theater	Multiple (please include an itemized description of the work that will be done at each facility type)		
Grocery	Office – High Rise (10+ floors)	Warehouse		
Healthcare clinic	Office – Low Rise (<5 floors)	Unknown/Misc		
High School	Office – Mid Rise (5-9 floors)			
Facility Size (total interior square feet served by the account number provided above):		Project Description (check one):		
		Replacement of Failed Equipment		
		Replacement of Operating Equipment(retrofit)		
		New Construction – Existing Facility		
		New Construction – New Building		

Newer application 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. If you received pre-approval, the version of the application that was available at the time you submitted your pre-approval application will apply. If you did not obtain pre-approval, the version of the application that corresponds with the purchase dates of your equipment will apply.

Standard Smart Thermostat Application

Incentive Calculation Section

Thermostats	<p>Eligibility Criteria: Purchases already discounted by participating retailers, including the Ameren Illinois Online Store and the Instant Incentive Offering are not eligible</p> <ul style="list-style-type: none"> • EITHER <ul style="list-style-type: none"> • Must use Ameren Illinois natural gas or Ameren Illinois electricity to heat the facility, OR • Must use Ameren Illinois electric to air condition the facility • Must control a single zone HVAC system; multi-zone systems are not eligible for this measure • Must have intermittent fan operation during unoccupied mode • Thermostat installation does <u>not</u> require ICC Certified Installer to receive incentive • Must control 1.5 tons (18,000 kBtuh) of air conditioning per thermostat <p>BPH23</p> <ul style="list-style-type: none"> • Existing Thermostat must be a programmable or manually-controlled thermostat. If installing thermostat in new construction, please mark "Programmable" below • The initial program schedule must set back both heat and cooling by at least 10° F – may change over time with learning functions* • Install new ENERGY STAR-listed "smart" thermostat (visit https://www.energystar.gov/productfinder/product/certified-connected-thermostats/results for full list) • Installed thermostat must have two-way communication enabled and must be capable of automatically adjusting schedule and temperature setpoints 					
	Measure Code	Description	Existing Thermostat Type	Heating Type	Number of Units Installed (A)	Unit Incentive (B)
BPH23	Advanced Thermostat	Manual Programmable	Electric Natural Gas		\$250/ thermostat	

*Setback temperatures are the difference in temperature setpoints between occupied and unoccupied periods.

Standard Smart Thermostat 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 Initiative"** shall mean those projects associated with incentives that are not Standard or Streetlighting Initiatives, including but not limited to: *Custom, New Construction Lighting, and Feasibility Study*. See 1.k) below for a list of Standard Initiative Applications.
- f) **"EEM"** shall mean energy efficiency measures.
- g) **"Eligible Customers"** shall mean non-residential electric and/or gas Customers of Ameren Illinois. Each application 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 application. 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 Initiative applications: *Lighting, VFD, HVAC, Specialty Equipment, Steam Trap, and Leak Survey and Repair*); or (ii) measures eligible under the Custom Initiative approved by Ameren Illinois; or (iii) measures found in the Streetlighting or Retro-commissioning Initiative 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 Initiative"** shall mean those projects associated with Standard gas or electric EEMs. Standard Initiative includes 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 (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 Initiative Application (see 1.j 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 \$100,000 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 (**Rev14**)

Standard Smart Thermostat Application

Incentive Payment Request

This form and required documentation should only be submitted once all equipment installed and operable.

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) and equipment in Incentive Calculation Section (p. 3)

Ensure the application is signed by the Ameren Illinois 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. **Incentives WILL NOT be paid until a completed/signed [W-9](#) has been received.**

Invoices submitted? (Must show the date, place of purchase, model/part numbers, quantities and unit costs of all equipment.)

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 (p. 4) listed in the Application. 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. All equipment is operational and installed (not placed into storage). **Applications will not be accepted as "complete" unless this box is checked.**

Project Completion Date: (mm/dd/yyyy) _____

Total Incentive _____

Print Name: _____ Title: _____

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

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

Payment Release (Optional)

I am authorizing the payment of the incentive associated with the Smart Thermostat to:

Ameren Illinois Customer (no signature required)

Program Ally, Landlord, or other entity:

Ameren Illinois Customer Name (Company) _____

Print Name: _____ Title: _____

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

Electronic signatures are not accepted in this signature block if the payment is going to an entity other than the Ameren Illinois Customer. The Ameren Illinois Customer must sign this section, by hand, and submit to the program.

Check payable to: Complete and submit the following information **only if** the incentive payment is to be paid to an entity other than the Ameren Illinois customer of record, listed in Table 1 of this application.

Company Name

Signed W-9 form is required documentation: [Click here for a blank W-9 form](#)

Mailing Address

City

State

Zip

Contact Name

Email

Phone

Ext.