
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, 2020

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, 2020, whichever comes first.**
- Incentive applications are 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:

- As soon as your project is completed, submit a completed Application and all supporting documentation requested. Final Application paperwork is reviewed, if approved your incentive will be 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).

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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 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>	
Payment Remit To Mailing Address			City	State IL
Participant Contact Name			Title	
Participant E-mail Address	Phone	Ext.	Fax	
Secondary Participant 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):	Hospital	Religious Building		
Assembly	Hotel/Motel	Restaurant		
Assisted Living	Manufacturing Facility	Retail Dept. Store		
College	Multifamily Common Areas	Retail Strip Mall		
Convenience Store	Municipality	Multiple (please include an itemized description of the work that will be done at each facility type)		
Elementary School	Movie Theater	Warehouse		
Grocery	Office – High Rise (10+ floors)	Unknown/Misc		
Healthcare clinic	Office – Low Rise (<5 floors)			
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)		

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.

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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 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 • 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 • Existing Thermostat must be a manually-controlled thermostat • Cannot be used in new construction or new space <p>BPH23</p> <ul style="list-style-type: none"> • Install new ENERGY STAR-listed “smart” thermostat (visit https://www.energystar.gov/productfinder/product/certified-connected-thermostats/results for full list) 						
	Measure Code	Description	Heating Type	HVAC Equipment Capacity (Total – All Units)	Number of Units Installed (A)	Unit Incentive (B)	Total Incentive (A) x (B)
	BPH23	Advanced Thermostat	Electric Natural Gas	Cooling Capacity (tons) Heating Capacity (kBtuh)		\$100/ thermostat	

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

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Terms and Conditions

1. **DEFINITIONS:** Capitalized terms used but not defined elsewhere herein shall have the following meanings:

- a) **"Ameren Illinois"** shall mean Ameren Illinois Company d/b/a Ameren Illinois.
- b) **"Application"** shall mean the Customer completed program application used to apply for the specific Ameren Illinois incentive, these Terms and Conditions, and any other supplemental documentation.
- c) **"Retro-commissioning"** shall mean those projects that are found on the *Large Facility, Industrial, Retro-commissioning Lite, or Compressed Air* applications
- d) **"Customer"** shall mean an Eligible Customer who has submitted an Application.
- e) **"Custom Initiative"** shall mean those projects that are not Standard, Retro-commissioning, or Streetlighting Initiatives. Projects that are found on *New Construction Lighting, Metering & Monitoring, and Feasibility Study* are also part of the Custom Initiative.
- f) **"EEM"** shall mean energy efficiency measures.
- g) **"Eligible Customer"** shall mean a non-residential electric and/or gas customer of Ameren Illinois that own and install a Qualifying EEM at the Facility corresponding to the Ameren Illinois account number. Each program 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 application to determine if your business is eligible for that application.
- 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 via a pre-approval letter to Customer that Ameren Illinois has reviewed Customer's Application and determined that the project meets the program eligibility requirements for a maximum pre-approved incentive amount if the project is completed by the estimated completion date and all final application paperwork is submitted and approved.
- k) **"Program Bonus"** shall mean any seasonal, temporary, or promotional additional incentive paid by Ameren Illinois to Customer.
- l) **"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); 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. The following technologies are not Qualifying EEMs: (i) technologies that do not demonstrate measurable and verifiable energy savings, including power conditioning; (ii) technologies that displace electrical energy use or natural gas to another fuel (i.e. fuel switching); or (iii) renewable energy projects (solar, wind power, etc.). Eligible gas measures do not include propane or butane measures.
- m) **"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, Equipment Installation, Smart Thermostat, Steam Trap and/or Leak Survey and Repair*. See the Ameren Illinois Energy Efficiency website for individual program applications (AmerenIllinoisSavings.com).
- n) **"Streetlighting Initiative"** shall mean those projects that are found on the *Ameren Illinois owned and Municipal-owned* streetlighting applications

2. PRE-APPROVAL, INSPECTIONS AND FINAL APPROVAL:

- a) For all projects, Ameren Illinois is not obligated to award any incentive payment unless an Application is submitted and Pre-approval is granted. 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. 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 reserved incentive funds. Customer is responsible for ensuring that the project is completed by the estimated completion date, the Application is complete and accurate, and the project meets program eligibility requirements in order to receive final approval and the incentive payment.
- b) A pre-approval inspection and post-installation inspection of the project may be required before an incentive payment is made.
- c) Ameren Illinois reserves the right to request additional supporting documentation as deemed necessary to ensure program eligibility and verify that the expected energy savings will occur.

3. INCENTIVE PAYMENT AMOUNTS:

- a) Incentive caps are defined as follows:
 - i) Standard, Custom, Retro-Commissioning, and Streetlighting Applications: Electric incentives may be capped per project. Gas incentives are capped at \$100,000 per project.
 - ii) New Construction Lighting, Feasibility Study, Leak Survey and Repair, Strategic Energy Monitoring, Small Business Direct Install, and Metering & Monitoring incentives are capped all capped at lower amounts. Please see individual program applications for further details.
- b) Ameren Illinois reserves the right to adjust the incentive amount, based upon its independent assessment of appropriate savings or cost estimates.
- c) Ameren Illinois will pay no more than the incentive amount in the Pre-approval letter.
- d) Ameren Illinois reserves the right to cap incentives at \$10,000 for Standard Initiatives that did not obtain Pre-approval.
- e) The sum of all Incentives and any applicable Program Bonuses for Standard Initiative, Custom Initiative, or Streetlighting Initiative will be capped at the project cost, which includes material cost and external labor cost. Internal labor cost is not considered in the project cost. Steam Trap Surveys are eligible for incentives when internal labor is used according to the Steam Trap Application.

4. **MONITORING AND EVALUATION:** Customer grants Ameren Illinois and any of its agents, the right to make follow-up visits, inspections, metering, data collection and/or surveys of the Customer's Facility during the 36 months following the completion date of the project to verify the installation and performance of the EEMs that were funded by incentives upon reasonable notice to Customer. If Customer removes the EEMs at any time or Customer ceases to be a delivery service customer of Ameren Illinois within 36 months after installation, Ameren Illinois shall be entitled to recover from Customer the total amount of incentive payments made plus interest.

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5. CUSTOMER DATA: By submitting an Application, Customer understands and authorizes Ameren Illinois and its third party providers and agents to retain Customer's Application, and use, store and share the information contained in the Application, together with such data and documentation collected in connection with the project, for the program and its internal business purposes. Customer agrees that Ameren Illinois may share such information with the Illinois Commerce Commission, or its contractors, who plan to evaluate my energy usage. Ameren Illinois may release aggregated, non-identifiable data to third parties for regulatory and non-regulatory purposes.

6. CUSTOMER SHALL PAY ALL TAXES: Incentive payments received by Customer or any third party payee designated by Customer on a Payment Release Authorization Form may be taxable by the federal, state, and local government. Customer is responsible for declaring and paying all such taxes, regardless of who receives the incentive.

7. REMOVAL OF EXISTING EQUIPMENT: 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. Customer further agrees not to reinstall any replaced equipment or transfer it to any other party for installation in Illinois.

8. OWNERSHIP:

a) EEMs purchased and installed with incentives provided by this program, and all energy savings realized from the installation of such EEMs, are the property of Customer.

b) In consideration of the incentives provided by this program, Customer agrees that Ameren Illinois is entitled to all rights to any system capacity and environmental credits and attributes that may be associated with EEMs for which incentives from Ameren Illinois were received, and Customer waives, and agrees not to seek, any right to the same.

9. CHANGES OR CANCELLATION OF THE PROGRAM:

a) Ameren Illinois, in its sole discretion, may change any of the terms and conditions of the program, suspend acceptance of Applications, deny Applications already received and not yet pre-approved or terminate the program at any time without prior notice.

b) In the event of program change or cancellation, Applications that have been pre-approved will be processed to completion under the program requirements and Terms and Conditions in effect at the time of Pre-approval by Ameren Illinois.

c) Incentives under the program are offered on a first-come, first-served basis and are subject to project eligibility and the availability of funds.

10. 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 PAYMENT OF THE AMOUNT OF THE INCENTIVE PAYMENTS DUE TO CUSTOMER IN THE APPLICATION OR PRE-APPROVAL LETTER ACCORDING TO THE PROGRAM. AMEREN ILLINOIS, ITS PARENT, AFFILIATES AND SUBSIDIARIES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS SHALL NOT BE LIABLE TO THE CUSTOMER FOR THE CUSTOMER'S FAILURE TO ACHIEVE ANY RESULTS IN ENERGY SAVINGS; THE OPERATION OF THE CUSTOMER'S FACILITY; 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 IN CONNECTION WITH CUSTOMER'S APPLICATION, CUSTOMER'S PARTICIPATION IN THE PROGRAM, ANY EEMs INSTALLED AT CUSTOMER'S FACILITY OR ANY ACTIVITIES ASSOCIATED WITH THE PROJECT. *BY PARTICIPATING IN THE AMEREN ILLINOIS PROGRAM, CUSTOMER AGREES TO WAIVE ANY CLAIMS, EXCEPT AS PROVIDED IN THIS SECTION, AND FULLY RELEASES AMEREN ILLINOIS FROM ANY DAMAGES, OF ANY KIND ARISING OUT OF OR RELATED TO CUSTOMER'S APPLICATION AND ANY EEMs INSTALLED AT CUSTOMER'S FACILITY.*

b) Customer shall defend, indemnify, and hold harmless Ameren Illinois, its parent, affiliate and subsidiaries, and their representative directors, officers, employees, contractors and agents from and against all liabilities, losses, claims, damages, judgments, penalties, costs and expenses (including, without limitation, attorney's fees and expenses) from and against third party claims for injuries, including death, to any person, or for property damage, or for payment for goods or services arising out of or relating to Customer's Application or any EEMs installed at Customer's Facility.

11. NO WARRANTIES: Ameren Illinois and its parent, affiliates, employees, contractors and agents do not guarantee the energy savings, and 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, contractors and agents do not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and do not endorse or guarantee any claims, promises, work, or equipment made performed or furnished by any contractors or vendors that sell or install EEMs.

12. CHOICE OF LAW AND DISPUTES.

a) THESE TERMS AND CONDITIONS, OR ANY OTHER REQUIREMENT OF THE APPLICATION 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 PROGRAM.

b) Customer agrees that any dispute arising out of or related the workmanship or performance of an EEM or the adequacy or safety or such measure shall be resolved solely between the Customer and the EEM contractor or equipment provider. **(Rev17)**

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Incentive Payment Request

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

To submit your Application, complete and submit all the items in this checklist, and fill out the fields on this application form:

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

Attach manufacturer's cut sheets for all energy saving equipment for which you are requesting incentives. *Please circle or highlight the information showing the equipment meets program technical requirements.*

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.

Attach signed W-9 form with Tax Identification Number. **Incentives WILL NOT be paid until a completed/signed [W-9](#) has been received.**

Customer Acknowledgment and Signature

I certify that all information in this Application is correct and complete. All equipment is installed and operational (not placed in storage). I have read, understand and agree to the program requirements and the Terms and Conditions set forth in this Application, and I agree to abide by these requirements.

By checking this box and signing below, I certify that I have authority to make these statements and submit this Application.

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) _____

Please note, the application must be signed & dated by the customer contact or otherwise authorized 3rd party. Electronic signatures 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.	