
Standard Specialty Equipment – Data Centers Application

Does your facility qualify?

- Privately-owned, non-residential facility (public facilities are eligible through the Illinois Energy Now program; visit www.illinoisenergy.org for details)
- Electric delivery service rate DS2, DS3, DS4, DS5, or DS6 and Rider EDR surcharge on Ameren Illinois bill for all electric projects
- Gas delivery service rate GDS2, GDS3, GDS4, GS5, or GDS6 and Rider GER surcharge on Ameren Illinois bill for all gas projects

Does your project qualify?

- Installing new, energy efficient equipment
- New equipment meets eligibility guidelines as specified in this application
- Estimated project completion date is on or after June 1, 2016, and by May 31, 2017

What you should know before beginning:

- Preapproval is **required** for ALL Standard Application projects requesting more than \$10,000 of incentive money. Do not purchase (including generating purchase orders) new equipment until receiving an official preapproval letter.
- Multiple incentive applications less than \$10,000 at the same facility within 120 days of each other will not be accepted. Phased projects requesting less than \$10,000 may submit separate applications when completion dates are at least 120 days apart.
- Stockpiles of equipment are not allowed: all incentivized material must be installed and operational.
- Projects must be completed within 120 days of equipment purchase date.
- Final application paperwork is due within 30 days of project completion.
- Electric projects are capped at \$500,000.
- Gas projects are capped at \$250,000.
- Incentive applications are also capped at the project cost, which includes the costs of material and external labor (internal labor is not considered).
- 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:

- **Step One:** Determine if your project requires preapproval. If the 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 purchase any material or generate purchase orders until a preapproval letter is issued. You will be notified if a pre-inspection is required.
- **Step Two, Track B:** If preapproval is not necessary, an application for “funds reserved” may be submitted, or the project may begin.
- **Step Three:** Within 30 days of project completion (all equipment installed and operational), submit a completed Incentive Payment Request form and all supporting documentation requested (or an entire application if not previously submitted). 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.ActOnenergy.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				
Company Name		Signed W-9 form is required documentation Click here for a blank W-9 form	Ameren Illinois Electric Account Number:	
Tax ID (SSN/FEIN)				
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	Multi-family Common Areas		
Healthcare Clinic	Retail/Service	Miscellaneous		
Hospital	Hotel/Motel Common Areas	Multiple (if choosing "multiple," please include an itemized description of the work that will be done at each facility type.)		
Restaurant	Hotel/Motel Guest Rooms			
Grocery	Hotel/Motel Guest Rooms with Electric Heat			
College/University	Heavy Industry			
High School/Middle School	Light Industry			
Elementary School				
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)		
		Process Improvement		
		New Construction – Existing Facility		
		New Construction – New Building		

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. 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

Desktop Computers	Description	Measure Code	Eligibility Criteria for Equipment to be Replaced	Eligibility Criteria for New Equipment	Equipment Quantity	Unit Incentive	Total Incentive
	ENERGY STAR Desktop Computers	BPM7	New installation or replace non-ENERGY STAR-qualified equipment (standard efficiency power supply)	<ul style="list-style-type: none"> ENERGY STAR 6.0 desktop computers Minimum installation/replacement of 20 computers 		\$10/desktop	\$

Standard Specialty Equipment – Data Centers

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. 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; (iii) measures found in the Retro-commissioning Program as identified in official program materials found on the Ameren Illinois Energy Efficiency website; or (iv) measures eligible under the *New Construction* Program approved by Ameren Illinois. 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. Refrigeration tune-up program eligibility requirements are specified in the Specialty Equipment – Hospitality application. 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, VFD, HVAC, Specialty Equipment, Steam Trap and/or Leak Survey and Repair*. See the Ameren Illinois Energy Efficiency website for applications for these programs (ActOnEnergy.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. 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 (June 1 through May 31), 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) Caps for incentives awarded under the Competitive Large Incentive Project (CLIP), are specified in the Competitive Large Incentive Project Application.
 - iii) 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.
 - iv) New Construction – Lighting incentives are capped at \$100,000.
 - v) Feasibility Study – the maximum incentive payment for a single Feasibility Study is capped at \$10,000. See the Feasibility Study application for further details.
 - vi) Leak Survey and Repair – the capped incentive is \$10,000 for a compressed air Leak Survey and Repair project. See the Leaks Survey and Repair application for further criteria.
 - vii) Metering & Monitoring – the maximum total incentive payment for Metering & Monitoring is \$20,000. 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.

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, to any person, 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 (Rev09)

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Required Documentation Checklist

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 (pp. 3-4)

For Equipment incentives: Attach manufacturers' 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 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 incentive payee. **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 Payment Request Form 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 www.ActOnEnergy.com/Forms.

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

Payment Release Authorization (<http://www.actonenergy.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.

Large Incentive Request Form (<http://www.actonenergy.com/portals/0/business/forms/large-incentive-request-form.pdf>) is required if the total requested incentive is over \$25,000.

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. 5) and that I am authorized to sign on behalf of the Ameren Illinois customer.

Applications will not be accepted as "complete" unless this box is checked

Project Estimated 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.

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Incentive Payment Request Form

This form and required documentation should be submitted upon project completion. Project completion is defined by the Ameren Illinois Energy Efficiency Programs as all equipment installed and operable. The documentation required for submission with a signed Incentive Payment Request Form varies based on project size and the project scenario as described below.

Required Documentation Checklists

ALL PROJECTS

Completed this form? (Signed by the Ameren Illinois customer and checked the box indicating compliance with the Terms and Conditions.)

Changes since pre-approval? (If applicable, submit a written summary of the specific changes and the rationale for the changes.)

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

W-9 submitted?

FOR PROJECTS THAT DID NOT RECEIVE PRE-APPROVAL

All items required for ALL PROJECTS above, AND THE FOLLOWING:

Customer and Project Information Section completed?

Incentive Calculation Section completed?

For Equipment incentives: Cut sheets with technical requirements highlighted?

For Tune-Up Incentives: Additional information and signatures completed?

Signed by 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 (p. 5) listed in the Application and that I am authorized to sign on behalf of the Ameren Illinois customer. 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.**

Company Name (Ameren Illinois Customer): _____

Project Number (Pre-Approved Projects Only): _____

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.

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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 ActOnEnergyProjects@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 “zip” files.

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.