Ameren ILLINOIS | Energy Efficiency PROGRAM

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 $15,000 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 over $500,000 are likely to be reduced from the full incentive rate based on available program budget. Gas incentives are capped at $250,000 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 $15,000 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.

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 PARTICATION 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.

13. IF TENANT: If the facility is under lease, the Customer's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Customer hereunder. (Rev18)