



Business Program



Rev05PY4AmerenIllinoisBusinessLeakSurvey/Repair

**Clarifications for this PDF (Hard Copy) version of this project guide for the Ameren Illinois ActOnEnergy® business program**

**This project guide is valid through May 31, 2012\***

*This application is also available in an Excel format from the ActOnEnergy.com web site. This PDF version must be printed and completed by hand (the Excel version can be completed electronically). Select the format that you are most comfortable using.*

**To determine if your facility and/or project are eligible, and for directions on how to fill out this application, see the next page.**

The "TABS" referenced on the next page (Read Me Page) refer to pages in this document, as outlined below:

Read Me Tab (next page - includes directions)

Customer and Ally Info ("Green Tab") - must be submitted with application

Incentive Calculation - Payment Request ("Green Tab") - form to determine the incentive money for your project - must be submitted with your application

Leak Survey Log ("Green Tab") - must be submitted with your application

Terms and Conditions (last page)

The page/tab "name" is indicated in the bottom right-hand corner of the footer of the printed version of this document, and also in the blue bar just under the page header.

The "supplemental" documentation ("blue tabs") includes:

- Landlord Consent Form (required if you are a tenant)
- Payment Release Authorization (required if the incentive is to be paid to someone other than the Ameren customer listed on the application)

These "supplemental" documents can be found on the ActOnEnergy.com web page in the forms library. <http://www.actonenergy.com/for-contractors/act-on-energy-forms-library/>

\*Newer versions posted to the web site supersede all previous versions. The revision number is listed just below the Ameren Illinois logo on each page ("Rev##.....").

**Mail/Fax/E-mail Incentive Application and Payment Request to:**  
Ameren Illinois, ActOnEnergy Business Program  
300 Liberty Street, Peoria, IL 61602 • Fax: 1.309.677.7950 • [ActOnEnergyProjects@Ameren.com](mailto:ActOnEnergyProjects@Ameren.com)  
**Questions:** call toll free: 1.866.800.0747 • [ActOnEnergyBusiness@Ameren.com](mailto:ActOnEnergyBusiness@Ameren.com) • [ActOnEnergy.com](http://www.actonenergy.com)

This workbook contains the **Leak Survey and Repair** project guide for the **Ameren Illinois ActOnEnergy®** business program

This project guide is valid through **May 31, 2011\***

This program is designed to provide incentive money to businesses that wish to make their compressed-air system more efficient through leak survey and repair. There are two additional compressed-air programs offered through ActOnEnergy that could assist in this area - please contact an RSP\*\* or ActOnEnergy representative to discuss the options, to determine which is most suitable for your facility.

**Is your facility eligible?**

~ Public buildings such as units of local government, municipalities, public school districts, and community colleges are not eligible under this program but should contact the Illinois Department of Commerce and Economic Opportunity (DCEO) ([illinoisenergy.org](http://illinoisenergy.org)) to apply through their program.

~ Applicants for **electric** incentives must be a non-residential (including not-for-profit businesses) electric customer of Ameren Illinois (electric delivery service rates DS-2, DS-3, DS-4, or DS-5) and have a Rider EDR surcharge on their Ameren Illinois bill (DS-5 customers are only eligible for exterior lighting measures, and only if their exterior lighting is not Ameren owned).

**Is your project eligible?**

~ Project completion date must be on or after October 17, 2011, and before June 1, 2012.

~ You may apply for this incentive only once per year, per facility.

~ Internal labor is not eligible for this incentive. Outside contractors may be an ActOnEnergy RSP\*\*, or a compressed-air contractor with experience and skills in leak surveys (if your contractor is not already an RSP, please have them contact Bob Baumgartner with ActOnEnergy (1.309.349.2417 or [Robert.Baumgartner@saic.com](mailto:Robert.Baumgartner@saic.com)) to make sure the program requirements are understood.)

**Submitting your Incentive Payment Request**

~ Anyone may fill out the application, but the signature of the Ameren Illinois customer is required on the "Incentive Payment Request" form.

~ You will receive an e-mail confirming we received your application.

**Timeline for "Leak Survey and Repair" projects**

*NOTE: It is up to the customer to notify ActOnEnergy if there is anticipation of missing deadlines, otherwise incentive funds will be in jeopardy.*

Once the survey is completed, per invoice dates, you have up to 60 days to repair the leaks and submit the Incentive Payment Request form.

It can take up to 60 days from submission of your Incentive Payment Request before the Incentive check is cut (this 60 days starts once ALL the required paperwork has been submitted).

\*\*Newer versions posted to the web site supersede all previous versions. The revision number is listed just below the Ameren Illinois logo on each page ("Rev##....."). The version of the project guide that corresponds with the invoice dates of your equipment purchases will apply.

\*\* an "RSP" is a compressed-air contractor previously approved by ActOnEnergy to work on the compressed-air retro-commissioning program. You can find the current list of RSPs by going to <http://www.actonenergy.com/for-my-business/business-incentive-programs/retro-commissioning> and clicking on the link mid way down the page

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**Questions:** call toll free: 1.866.800.0747 • [ActOnEnergyBusiness@Ameren.com](mailto:ActOnEnergyBusiness@Ameren.com) • [ActOnEnergy.com](http://www.actonenergy.com)



Business Program



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**CUSTOMER AND PROJECT INFORMATION**

**AMEREN ILLINOIS CUSTOMER INFORMATION**

(in the electronic version, complete all the yellow cells)

|   |  |  |            |  |            |                             |  |
|---|--|--|------------|--|------------|-----------------------------|--|
| Company Name:   |  | Tax Status:  |            | Ameren Illinois Electric Acct #:           |            | Ameren Illinois Gas Acct #: |  |
|   |  | <input type="checkbox"/> Individual<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Corporation<br><input type="checkbox"/> Exempt |            | -----                                      |            | -----                       |  |
| Tax ID (SSN/FEIN):  |  |  |            |  |            |                             |  |
| Mailing Address (check mailed to):  |  | City:  |            | State:                                     |            | Zip Code:                   |  |
|   |  |  |            |  |            |                             |  |
| Contact Name/Title:   |  |  |            |  |            |                             |  |
|   |  |  |            |  |            |                             |  |
| E-mail Address:   |  |  | Telephone: |  | Extension: | Fax:                        |  |
|   |  |  |            |  |            |                             |  |
| Physical Installation Address (if different from above):  |  |  | City:      |  |            | Zip Code:                   |  |
|   |  |  |            |  |            |                             |  |
| Check one:  |  |  |            |  |            |                             |  |
| <input type="checkbox"/> Owner <input type="checkbox"/> Tenant (If tenant, complete the Landlord Consent Form (Landlord Consent tab)) |  |  |            |  |            |                             |  |
| Name of the person(s) who referred you to the ActOnEnergy incentive application for this energy-efficient project:                    |  |  |            |  |            |                             |  |
| Name of Referring Ameren Illinois or ActOnEnergy employee:  |  |  |            | Name of Referring Contractor/Program Ally: |            |                             |  |
|   |  |  |            |  |            |                             |  |

**COMPRESSED AIR CONTRACTOR or RETRO-COMMISSIONING SERVICE PROVIDER (RSP)**

|                  |  |                     |  |            |        |      |           |
|------------------|--|---------------------|--|------------|--------|------|-----------|
| Company Name:    |  | Contact Name/Title: |  |            |        |      |           |
|                  |  |                     |  |            |        |      |           |
| Mailing Address: |  | City:               |  |            | State: |      | Zip Code: |
|                  |  |                     |  |            |        |      |           |
| E-mail Address:  |  | Telephone:          |  | Extension: |        | Fax: |           |
|                  |  |                     |  |            |        |      |           |

**FACILITY/PROJECT DESCRIPTION**

|  |   |   |  |
|--|---|---|--|
| <b>Facility Type (check ONE, where the work is to be done.):</b> |   | <b>If Manufacturing/Industrial, specify type:</b>                 |  |
| <input type="checkbox"/> Office                                  | <input type="checkbox"/> Warehouse/Distribution   | <input type="checkbox"/> Food Processing                          |  |
| <input type="checkbox"/> Medical                                 | <input type="checkbox"/> Retail/Service           | <input type="checkbox"/> Automotive/Transportation/Infrastructure |  |
| <input type="checkbox"/> Restaurant                              | <input type="checkbox"/> Manufacturing/Industrial | <input type="checkbox"/> Other (specify below)                    |  |
| <input type="checkbox"/> Grocery                                 | <input type="checkbox"/> Hotel/Motel              | (Specify "other")   |  |
| <input type="checkbox"/> School/College                          | <input type="checkbox"/> Multiple                 |   |  |
| <input type="checkbox"/> Other (Specify, below)                  |   |   |  |
| Specify: _____   |   |   |  |

|  |
|--|
| Facility Size (interior square feet of the whole facility under this account number) |
|  |

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## Business Program Leak Survey & Repair Application

Rev05PY4AmerenIllinoisBusinessLeakSurvey/Repair

### PROJECT REQUIREMENTS AND REQUIRED PROJECT DOCUMENTATION

#### PROJECT REQUIREMENTS

~ Customer must repair at least one leak for every five connected compressor horsepower. If less than one leak per every five horsepower is identified then all leaks identified must be repaired. In the case where all identified leaks must be repaired, customer may provide written explanation for a leak that cannot be repaired and that leak will be allowed to remain unrepaired.

- Customers must leave leak tags in place for 30 days after application is submitted to allow ActOnEnergy to verify leak repair, if needed.
- Party receiving incentive is responsible for verifying appropriate number of leaks repaired for incentive eligibility. If the Contractor/RSP is receiving the incentive payment, the Contractor/RSP must sign that required leaks have been repaired.

#### REQUIRED PROJECT DOCUMENTATION

Ameren Illinois requires sufficient project documentation to verify the savings estimates provided in the application. The following serves as guidelines for the minimum required documentation that must accompany your application.

- ~ Submit a copy of survey invoice showing the Contractor/RSP name, date(s) the survey was conducted, and the costs.
- ~ If the leaks were repaired by an external contractor, submit a copy of invoice showing the contractor name, itemized invoice of repairs conducted (including quantity of leaks), and the costs.
- ~ A copy of the completed Leak Log tab in this project guide (or, the equivalent, which must include the same information (at a minimum) as what is required in the Leak Survey Log).

#### Additional required information

|   |
|---|
| Type and model of leak detection instrument used (e.g., ultrasonic leak detector) |
| Does the facility have a formal compressed air leak detection program? Y/N        |
| Annual hours of operation, for the system   |

### LEAK REPAIR (COMPRESSED AIR) INCENTIVE CALCULATION

The incentive is based on connected horsepower (not including backup), and is calculated at the lesser of: \$10,000, the survey cost, and the connected HP X \$12.00.

|  |
|--|
| Connected HP of the system (not including backup HP)   |
| Calculated incentive (HP X \$12.00)  |
| Number of leaks repaired (must be at least one leak repair for every five hp of the system to be eligible for the incentive. See "Project Requirements" section above, for one exception.) |
| Survey cost (as indicated on the attached invoice)   |
| <b>Requested Incentive</b>   |

### INCENTIVE PAYMENT REQUEST

To request your incentive payment you must return the following to ActOnEnergy after you have completed your project (leaks are tagged and repaired):

- Complete all fields in the *Customer and Ally Information* tab
  - Submit Required Project Documentation (as specified above)
  - This completed INCENTIVE PAYMENT REQUEST form (which must be signed by the Ameren Illinois customer).
- SUPPLEMENTAL DOCUMENTATION** (these can be found on the ActOnEnergy.com web site, in the "library" of forms)
- Landlord Consent Form (required, if you are a tenant)
  - Incentive Payment Release authorization (required if the incentive should be paid to someone other than the Ameren Illinois customer)

If you are considering changes to your scope of work it is imperative that you contact your Technical Reviewer. The ActOnEnergy representative will provide information on how these changes will impact your savings/incentive and the necessary steps required to request incentive changes.

**By signing below, I acknowledge the leak repairs at the facility location (as specified in the "Customer and Ally Info") have been completed and are operational.**

Company Name (Ameren Illinois customer): \_\_\_\_\_

Project completion date of the leak repairs: \_\_\_ / \_\_\_ / \_\_\_ (mm/dd/yy) - include "-" or "/"

Ameren customer contact Person (print/type): \_\_\_\_\_

Customer Contact Signature: \_\_\_\_\_

(checking the box below, and typing your name here constitutes a valid electronic signature)

- By checking this box and signing above, I indicate that I have read, understand, and agree with the Terms and Conditions.** (Applications will not be accepted as "complete" unless this box is checked.)

Date signed: \_\_\_ / \_\_\_ / \_\_\_ (mm/dd/yy) - include "-" or "/"

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## Business Program Leak Survey & Repair Project Guide

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### 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 completed portion of the "Project Guide" used to apply for cash incentives.
- c) **"Competitive Large Project Incentive"** shall mean incentives applied for by submitting the Competitive Large Project Incentive Application. Those applications will go through a competitive bidding process to determine which projects will be awarded incentives.
- d) **"Customer"** shall mean an Eligible Customer who has submitted an Application for incentive money using their 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 not listed in the Standard Programs (further defined in Section 1-1 below, in these Terms and Conditions).
- 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 project guides 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 new construction, remodels, and building additions, as specified on the New Construction project guide.
- 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) **"Project Guide"** shall mean the downloadable file (Excel or PDF format) that includes: directions for completing the application, eligibility criteria, the application forms to be completed that are used to apply for incentive money, program Terms and Conditions, and any other appropriate application-specific documentation.
- l) **"Qualifying Energy Efficiency Measures (EEMs)"** shall mean either (i) Standard gas or electric EEMs (measures found on any of the Standard Programs project guides: *Lighting, VFD, HVAC, Refrigeration, Lodging, Agriculture, Grocery, and Commercial Kitchens*); or (ii) measures eligible under the Custom Program (including the *Feasibility Study* incentives) approved by Ameren Illinois; (iii) measures found in the *retro-commissioning program*, including *Steam Trap Leak Survey and Repair*, as identified in official program materials found on the ActOnEnergy 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. The HVAC and refrigeration tune-up program eligibility requirements are specified in their respective project guides. 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, Refrigeration, Grocery/Convenience, Lodging, Commercial Kitchen, Steam Trap, and/or Agriculture*. See the ActOnEnergy website for project guides 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 PO 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 of 120 days from the date of the Pre-approval Letter. After 120 days Ameren Illinois may revoke the Pre-approval Letter and associated incentive funds, if in sole judgment of Ameren Illinois, satisfactory project progress has not been made. Custom and New Construction projects may be given leniency with this 120 days, but only if ActOnEnergy staff are notified well in advance that additional time may be needed.

**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 and Custom applications (including the Feasibility Study), combined: Electric incentives are capped at \$600,000 with first \$200,000 paid out at 100% and the remaining, up to \$600,000, paid out at 50%. Gas incentives are capped at \$200,000 with a \$100,000 per project cap.
  - ii) Incentives awarded under the Competitive Large Project Incentive (CLPI), are capped at \$500,000 for electric incentives, and \$100,000 for gas incentives – although, these numbers could be increased by up to 15% if you qualify for the early completion bonus. See the application for further criteria. These incentives do not count toward any of the other program incentive caps.
  - iii) Incentives awarded under the Staffing Incentives for Energy Efficiency Project Manager can be up to \$80,000, but are capped at 40% of the value of the expected annual energy savings from the implemented projects. See the Program Staffing Incentive Application for further criteria. These incentives do not count toward any of the other program incentive caps.
  - iv) New Construction – Lighting incentives are capped at \$100,000. These incentives do not count toward any of the other program incentive caps.
  - v) Retro Commissioning (includes Leak Survey and Repair) incentives are capped at \$600,000 per facility, per program year. These incentives do not count toward any of the other program incentive caps.
- 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 approved, Ameren Illinois will pay no more than the approved incentive amount.
- d) ActOnEnergy reserves the right to cap incentives at \$10,000 for Standard projects that did not obtain pre-approval.

**6. MONITORING AND EVALUATION FOLLOW-UP VISITS:** Ameren Illinois and any of its contracted parties, reserves the right to make follow-up visits or surveys to a 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, which 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) The 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 and fully releases Ameren Illinois from any damages, of any kind.*
- 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 under this Agreement may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes.

- 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.
- b) Resolution of disputes concerning these Terms and Conditions, or any other requirement of this project guide or condition of incentive award, resolution will be governed in all respects by the laws, statutes, and regulations of the State of Illinois.
- c) 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 guide or the transactions contemplated by this project guide.