

Custom Cash Incentives – Project Application (Program-Year Two: 2009-2010)

5 Easy Steps to receive your Ameren Illinois Utilities (AmerenCILCO, AmerenCIPS, AmerenIP) incentive:

1. Is your facility eligible?

- Equipment must be new and installed at a non-residential business, or commercial/ industrial building.
- Public buildings such as government, municipal, and public schools are not eligible under this program but you should contact the Illinois Department of Commerce and Economic Opportunity (DCEO) (www.illinoisenergy.org) to apply through their program.
- The program participant must be an electric customer of Ameren Illinois Utilities under rates DS-2, DS-3, DS-4 or DS-5.
- You may apply for up to \$200,000 of incentive money (\$100,000 per project) per program year, per facility (see the Terms and Conditions).
- Building tenants are eligible for incentive money, as long as the building owner signs the Landlord Consent form.
- Eligible customers will have a 10-digit Ameren Illinois Utilities electric account number and a Rider EDR surcharge on their Ameren Illinois bill.
- Facilities located in AmerenUE (Missouri) territory are eligible under the Energy Efficiency Program www.Ameren.com/BlZEfficiency/.
- Customers who purchase their electricity from an Alternate Retail Electric Supplier (ARES) are eligible to participate in the program as long as Ameren is the distributor.

2. Is your project eligible?

- Incentives are intended to support projects that are energy-efficient designs or installing new premium-efficiency, high-performance equipment.
- Check the equipment eligibility criteria (see Table 5).
- Project completion date must be on or after June 1, 2009, and before June 1, 2010.
- Measures that are considered “standard practice” in the Ameren Illinois Utilities territory are not eligible for incentive money (standard practice can be defined as systems, equipment, and operational approaches based on readily available equipment that is commonly installed today).
- **Approval from Ameren Illinois Utilities is REQUIRED BEFORE any commitment to project installation or purchase is made.** See the Terms and Conditions of this Application for details.

3. Complete and sign this Application.

- **Incomplete applications will delay review and payment.**
- Complete the Application Checklist (Appendix A) to ensure that all the required information is included in your application.
- Anyone may fill out the application, but the signature of the Ameren customer is required on the bottom of page 3.

4. Submit Application for PRE-INSTALLATION APPROVAL.

Pre-approval IS required: Before you place any orders for equipment, send the following to Act On Energy™ in order to receive a “pre-approved” incentive letter:

- Completed pages 2, 3, 5, and 9 of the application form
- Appendix forms required for your project
- Summary design documents and/or manufacturer’s technical specification sheets (“cut sheets”) for each type of eligible equipment purchased (see Table 4 for listing of minimum requirements)
- You will receive an e-mail confirming we received your application

5. Submit documentation for project completion.

After you have completed your project, return the following to Act On Energy:

1. A copy of invoices showing the date and place of purchase and model/part numbers of the equipment installed.
2. Resubmit a revision of this Application and the Engineering Analysis of details (only if the project has changed).

Upon receipt of completion documentation, Ameren Illinois Utilities staff may conduct a post-installation inspection for verification purposes.



Ameren Illinois Utilities provides cash incentives for energy-efficient projects, designs and the installation of energy-efficient equipment and products. The Custom incentives are summarized as follows:

CUSTOM INCENTIVES SUMMARY	
Energy Savings Incentive	\$0.05/kWh saved/year* \$0.07/kWh saved/year*
Lighting All Other Measures	
Minimum Payback Period	1 year*
Maximum Payback Period	7 years*

*The maximum incentive is \$200,000 per facility per program year (with a \$100,000 project limit) combined for the Standard and Custom incentives and Custom incentives cannot exceed 50% or be less than 10% of the incremental project cost. The payback period shown above applies both before and after the incentive.

Ameren Illinois Utilities cash incentives lower your project costs, but the real savings come as your energy costs are reduced in the future. When you build more efficient systems and purchase efficient equipment, you lower your electric bill, provide a quality environment for your staff and customers, and help avoid costly, new electric generation.

There are currently 12 types of programs that are eligible for incentive money that is being awarded by the Act On Energy Business Program

ELECTRIC

- Standard Lighting
- Standard HVAC
- Standard Refrigeration
- Standard Motors

Custom

- Retro Commissioning
- New Construction

SMALL BUSINESS - ELECTRIC

- HVAC Tune-Up
- E-Smart™ Thermostat
- On-Line Store

SMALL BUSINESS - GAS

- HVAC Tune-Up/Boiler/Furnace Replacement
- Commercial Kitchens

This application is for Electric – Custom projects only. If your project is eligible under one of the standard programs you must apply using that application.

Mail/Fax Application to:

Ameren Illinois Utilities, Act On Energy™ Business Program,
300 Liberty Street, Peoria, IL 61602 • Fax: 309-677-7950

Questions: call toll-free: 866-800-0747 • ActOnEnergyBusiness@Ameren.com • ActOnEnergy.com

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(To confirm your project is eligible, see Table 5.)

TABLE 1. CUSTOMER AND PROJECT INFORMATION

AMEREN ILLINOIS UTILITIES CUSTOMER INFORMATION

Company Name:	Tax Status: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Exempt	# of Employees (FTE):	Ameren Illinois Utilities Electric Acct #: _____ - _____
Tax ID (SSN/FEIN):			
Mailing Address (check mailed to):	City:	State:	Zip Code:
Contact Name/Title:			
Email Address:	Telephone:	Fax:	
Physical Installation Address (if different from above):	City:	Zip Code:	
<input type="checkbox"/> Owner <input type="checkbox"/> Tenant (If Tenant, complete the Landlord Consent Form, found in Appendix B).			

CONTRACTOR/PROGRAM ALLY INFORMATION - if you are using one

Company Name:	Contact Name/Title:		
Mailing Address:	City:	State:	Zip Code:
Email Address:	Telephone:	Fax:	

FACILITY/PROJECT DESCRIPTION

Facility Type (check all that apply, where the work is to be done.): <input type="checkbox"/> Office <input type="checkbox"/> Medical <input type="checkbox"/> Restaurant <input type="checkbox"/> Grocery <input type="checkbox"/> School/College <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Retail/Service <input type="checkbox"/> Manufacturing/Industrial <input type="checkbox"/> Hotel/Motel <input type="checkbox"/> Other (Please Specify): _____ _____	If Manufacturing/Industrial, specify type: <input type="checkbox"/> Food processing <input type="checkbox"/> Automotive/transportation/infrastructure <input type="checkbox"/> Other (please specify) _____ <hr/> Project Description: <input type="checkbox"/> Replacement of Failed Equipment <input type="checkbox"/> Replacement of Operating Equipment (retrofit) <input type="checkbox"/> Process Improvement <hr/> Facility Size (square feet) _____	Custom Project Type*: <input type="checkbox"/> Compressed Air <input type="checkbox"/> Drives <input type="checkbox"/> HVAC <input type="checkbox"/> Industrial Process <input type="checkbox"/> Lighting <input type="checkbox"/> Motors <input type="checkbox"/> Refrigeration <input type="checkbox"/> Other (specify): _____ *applicable to only those measures not included in the Standard Applications
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<p>Internal Use Only Project # _____ TR _____</p> <p>RECEIVED – Date _____ Time _____ <input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Final</p> <p>Format: Fax E-mail Express mail U.S. mail Other: _____</p> <hr/> <p>DS Rate _____ 3rd Party Payment Y / N KAE _____</p> <hr/> <p>Landlord Consent Form required Y / N LIRF required Y / N Inspection required Y / N</p> <p> received <input type="checkbox"/> received <input type="checkbox"/> date done _____</p> <hr/> <p>Pre-approved: date _____ Approved for Payment: Date _____</p> <p>Amount \$ _____ Amount \$ _____</p> <p>ECD _____ Approved by _____</p>	<p>NOTES:</p>
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PROJECT SUMMARY

1. Summary of proposed measures (briefly describe why you are proceeding with this project, and what will be done).

2. Fill out this table by using the numbers found in Table 3 and 3a, as specified (each measure should have its own corresponding copy of Table 3)

TABLE 2. SUMMARY OF PLANNED MEASURES

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Description of Measure	Cost of Materials	Cost of Labor	Total Electrical Savings (kWh/year)	Requested Incentive (\$)
<i>Row A (Table 3)</i>	<i>Row I (Table 3)</i>	<i>Row J (Table 3)</i>	<i>Row G (Table 3)</i>	<i>Row H (Table 3)</i>
				\$ _____
				\$ _____
				\$ _____
				\$ _____
Permanent Lamp Removal (Table 3a)	NA	NA	_____ kWh/year (Row S, Table 3a)	\$ _____ (Row T, Table 3a)
TOTAL INCENTIVE REQUESTED				\$ _____

- I have included the completed application checklist (Appendix A), and have verified the information is correct.
- Enclosed is the Landlord Consent form (Appendix B) – required if the customer is a tenant.
- Enclosed is the Payment Release form (Appendix C) – required if the incentive check is not to be cut to the customer listed in Table 1.
- Enclosed is the Large Incentive Request form (Appendix D) – required if the requested incentive is greater than \$25,000.

Project estimated completion date ____/____/____ (Must be before June 1, 2010)

Estimated lead time for major equipment (____ weeks)

*By signing below, I acknowledge that I have read and approve of this Application, and I agree to be bound by all program **Terms and Conditions**, and certify that the information provided on this page is correct. Additionally, I certify that I have not and will not apply for an incentive for the measures on this Application from any other Ameren Illinois Utilities program. **Falsifying any of the information in this Application will void this cash incentive application and any future cash incentive applications.***

Customer Signature: _____

Date: _____

Mail/Fax Application to:

Ameren Illinois Utilities, Act On Energy™ Business Program,
300 Liberty Street, Peoria, IL 61602 • Fax: 309-677-7950

Questions: call toll-free: 866-800-0747 • ActOnEnergyBusiness@Ameren.com • ActOnEnergy.com



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TERMS AND CONDITIONS (Custom Electric Program)

1. ELIGIBILITY: The Ameren Illinois Utilities will award cash incentives to Eligible Customers (Customer refers to the Ameren Illinois Utilities customer for which the incentive money is being applied for using their account number) for the purchase and installation of Qualifying EEMs, subject to these Terms and Conditions.

a) "Qualifying EEMs" are Standard Electric Efficiency Measures (EEMs) identified in official program materials and site-specific Custom Measures approved by Ameren Illinois Utilities. Energy-efficient equipment or services purchased, contracted for or work conducted prior to receiving pre-approval for program-year two incentive money are not eligible for incentives under program-year two of the Ameren Illinois Utilities' Act On Energy program Technologies that purport to save energy through reduction of voltage, demand, or power conditioning are not eligible EEMs. EEMs that displace electrical energy use to another fuel (fuel switching) are not eligible. Other than geothermal projects, renewable energy projects (solar, wind power, etc.) are also not eligible for incentives under this program. Unless explicitly preapproved, EEMs must be new and covered by warranties.

b) "Eligible Customers" are non-residential customers of electric utilities in the Ameren Illinois Utilities service territory including Central Illinois Light Company (CILCO), Central Illinois Public Service (CIPS), and Illinois Power (IP) who fall under Rate DS-2, DS-3, DS-4 or DS-5. Customer organizations that are supported by public tax funds (either federal, state or local) are not eligible for the Ameren Illinois Utilities programs, but may qualify under programs operated by the Illinois Department of Commerce and Economic Opportunity (DCEO) Ameren Illinois Utilities incentives are awarded only to Eligible Customers for equipment that is owned by them and installed in the Ameren Illinois Utilities service area at the location identified in this Application, and such Customers are ultimately responsible for compliance with these Terms and Conditions.

c) EEMs must have a project completion date on or between June 1, 2009 and May 31, 2010 to be eligible for Program Year Two incentive money.

d) Act On Energy Program year is defined as June 1-May 31. Incentive money must be associated with a project completed in the specified date range. Projects not completed by May 31 may be ineligible for any incentive money for that project.

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 Utilities holds sole rights to any electric system capacity credits and environmental credits that may be associated with EEMs for which incentives were received, and Ameren Illinois Utilities 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-INSTALLATION ANALYSIS, APPROVAL AND SURVEY:

a) For all Incentive Applications, Ameren Illinois Utilities is not obligated to award any incentives unless it pre-approves the Customer's Incentive Application and completes a pre-installation survey of the Customer's facilities, unless it has waived this latter requirement.

b) In addition to completing a Custom Incentive Application and all required worksheets, the Customer will be required to provide an analysis of the energy and demand reduction potential of the proposed EEMs. Ameren Illinois Utilities may require that this analysis be prepared by a licensed Professional Engineer whose competency and experience to perform the requisite analysis has been approved in advance by Ameren Illinois Utilities.

c) Ameren Illinois Utilities may independently review the Custom Incentive Application and analysis to verify the energy saving and demand reduction potential, and the project, measure and installation cost estimates. Ameren Illinois Utilities reserves the right to reject or modify any Customer estimates or calculations, based on its analysis.

d) Ameren Illinois Utilities has complete discretion to approve or disapprove of any proposed EEMs. Ameren Illinois Utilities will only approve Custom Incentive Applications for EEMs that Ameren Illinois Utilities believes have reliable and cost-effective energy savings potential in the proposed use and site.

4. PRE-INSTALLATION APPROVAL LETTER: After an Application is approved, the Customer will receive written notification of a maximum pre-approved incentive amount. Ameren Illinois Utilities will not pay incentives for any EEMs ordered prior to the date of the Pre-Installation Approval Letter. Ameren Illinois Utilities may revoke the pre-approval letter and associated incentive funds if in Ameren Illinois Utilities' judgment satisfactory project progress has not been made.

5. POST-INSTALLATION VERIFICATION: Ameren Illinois Utilities is not obligated to pay any pre-approved incentive awards until it has performed a satisfactory post-installation verification, unless it has waived this requirement. If Ameren Illinois Utilities determines that EEMs were not installed in a manner consistent with the approved application, or if unapproved EEMs were installed, or if the installation was not consistent with generally accepted engineering practices, it may require changes before making payment. Also, Ameren Illinois Utilities will not make payment until it verifies that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training. If Qualifying EEMs cannot be located or are not installed in a manner consistent with the provisions of these Terms and Conditions, Ameren Illinois Utilities may seek recovery of the incentives paid.

6. INDEPENDENT TESTING: Ameren Illinois Utilities reserves the right to deny incentives for any EEMs or equipment that have not been favorably assessed or approved by recognized, independent public authorities, such as the Underwriter's Laboratory (UL), Intertek ETL, American Refrigeration Institute (ARI) Ameren Illinois Utilities may, at its discretion, require the Customer to undertake, at their own expense, testing of a proposed EEM that does not carry the Listing Mark by UL, or

an equivalent independent testing facility approved in advance by Ameren Illinois Utilities.

7. INCENTIVE AMOUNTS:

a) The maximum incentive is \$200,000 per facility per program year (with a \$100,000 project limit) combined for both the Standard Program Incentives and the Custom Program Incentives. For Custom Program Incentives, the individual EEM incentive payments will not exceed 50% nor be less than 10% of the incremental EEM cost. For new construction, incremental cost is the additional cost (labor and materials) to install higher energy efficiency equipment or design above a baseline that considers typical practice for existing buildings and code requirements. A facility is a contiguous property for which a single customer is responsible for paying the Ameren Illinois Utilities electricity bill.

b) Ameren Illinois Utilities 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 Utilities will pay no more than the pre-approved incentive amount. For the Custom Program, Ameren Illinois Utilities will pay no more than the approved fraction (maximum of 50%) of the incremental cost to the Customer of purchasing the EEM, or the pre-approved incentive amount, whichever is less. Ameren Illinois Utilities may, at its discretion, recognize incremental installation labor costs (for the Custom Incentive Program) that are unique to the proposed EEM to the extent that they are reasonable, verifiable, and actually incurred by the Customer. Ameren Illinois Utilities has the right to lower the incentive amount if the quantity and/or cost of EEMs actually installed by the Customer differ from the pre-approved amounts. Ameren Illinois Utilities has the right to seek a refund for incentives paid if, at any time, it learns that the EEMs were not actually and properly installed or were subsequently disconnected within 36 months after installation.

8. EEM COSTS: The Customer must provide copies of all invoices or other reasonable documentation that verify the costs of purchasing and installing the EEMs, including all materials, labor, and equipment discounts. Internal customer labor costs are not eligible as expenses when calculating the payback period, as required for the Custom Program. Invoices must indicate a verifiable breakout of all EEMs purchased for installation under this Application. Ameren Illinois Utilities also has the right at any time to require invoices from the contractor to determine the price paid by the contractor (including any discounts or incentives) from his or her supplier for the EEMs.

9. SCHEDULE FOR INCENTIVE PAYMENTS:

a) Ameren Illinois Utilities expects to pay all incentives within 60 days after receipt of final paperwork. Project completion requires: (1) submission to Ameren Illinois Utilities of all documentation; (2) completed installation of the approved EEMs; and (3) Ameren Illinois Utilities acceptance of (1) and (2) above, all in accordance with the specifications outlined elsewhere in these Terms and Conditions.

b) Ameren Illinois Utilities reserves the right to apply cash incentives to any of the Customer's unpaid or overdue accounts.

10. MONITORING AND EVALUATION FOLLOW-UP VISITS: Ameren Illinois Utilities reserves the right to make follow-up visits to Customer's facility during the 36 months following the actual completion date of the project at a time convenient to the Customer, and with at least one-week advance notice. The purpose of the visit(s) is to review the operation of the EEMs for program evaluation purposes, including monitoring their energy performance. The scope of review is limited to determining whether program conditions have been met. The Customer must allow access to the EEMs and related project documentation.

11. CHANGES/IN CANCELLATION OF THE PROGRAM:

a) Ameren Illinois Utilities may change the program requirements, incentives, or Terms & Conditions at any time without notice, including suspending acceptance of applications or terminating the program. Ameren Illinois Utilities is not obligated to approve any submitted application that may result in Ameren Illinois Utilities exceeding its program budget.

b) In the event of program change, pre-approved applications will be processed to completion under the Terms & Conditions in effect at the time of the pre-approval by Ameren Illinois Utilities.

c) Submission of a completed application does not entitle the Customer to program participation.

d) Cash incentives under the Ameren Illinois Utilities programs are offered on a first-come, first-served basis and are subject to project and Customer eligibility, and the availability of funds.

12. PUBLICITY OF CUSTOMER PARTICIPATION: Ameren Illinois Utilities may wish to publicize information relating to the Customer's participation in the program, including such data as: projected project energy savings, the incentive amount, and other information that does not compromise reasonable Customer expectations of confidentiality of proprietary or competitive information. In such instances, Ameren Illinois Utilities will obtain Customer permission to make such information public.

13. INSTALLATION SCHEDULE REQUIREMENTS:

a) If the Customer has (1) not engaged in installation of the approved project, and has (2) not applied to Ameren Illinois Utilities for a project extension within 90 days from the date Ameren Illinois Utilities pre-approves the project, Ameren Illinois Utilities may cancel this application without liability.

b) A Customer who fails to advise Ameren Illinois Utilities that a project is complete, or who fails to provide required post-installation documentation as described elsewhere in these Terms and Conditions, within 60 days of project installation may be denied incentive payment.

c) All Program Year Two (6/1/09 – 5/31/10) EEMs must be installed no later than May 31, 2010.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION:

a) Ameren Illinois Utilities' liability under this Application will be limited to paying the incentive amounts specified in this Application. The Ameren Illinois Utilities and any

of its affiliates or contractors shall not be liable to the Customer for any special, indirect, consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Application. By participating in the Ameren Illinois Utilities program, Customer agrees to waive any claims and fully releases Ameren Illinois Utilities from any damages, of any kind.

b) The Customer shall protect, indemnify, and hold harmless Ameren Illinois Utilities from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against the Ameren Illinois Utilities arising out of or relating to the performance of this Application.

15. NO WARRANTIES:

a) AMEREN ILLINOIS UTILITIES OR ITS CONSULTANTS DO NOT ENDORSE, GUARANTEE, OR WARRANT ANY PARTICULAR MANUFACTURER 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 UTILITIES IS NOT LIABLE OR RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY CONTRACTOR (IF ANY) THE CUSTOMER'S RELIANCE ON WARRANTIES IS LIMITED TO ANY WARRANTIES THAT MAY BE PROVIDED BY CONTRACTORS, VENDORS, ETC. b) NEITHER AMEREN ILLINOIS UTILITIES NOR ITS CONSULTANTS ARE RESPONSIBLE FOR ASSURING THAT THE DESIGN, ENGINEERING AND CONSTRUCTION OF THE FACILITY OR INSTALLATION OF THE EEMS IS PROPER OR COMPLIES WITH ANY PARTICULAR LAWS, CODES, OR INDUSTRY STANDARDS. AMEREN ILLINOIS UTILITIES DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE EEMS OR THE ADEQUACY OR SAFETY OF SUCH MEASURES.

16. CUSTOMER MUST PAY ALL TAXES: Incentives received by the Customer under this Application may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes.

17. VENDOR SELECTION: The Customer may select any vendor or contractor to perform the work contemplated by this Application. However, Ameren Illinois Utilities has the right to prohibit specific vendors or contractors from program participation, in its sole discretion. In the situation where multiple contractors are bidding on the same job, only one application will be reviewed. In addition, if there is a change in contractor after pre-approval has been granted, then an updated incentive application must be submitted to reflect possible changes in the incentive level, change in completion date, and to allow Act On Energy staff to verify equipment eligibility.

18. REMOVAL OF EQUIPMENT: The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the EEMs in accordance with all laws, rules, and regulations. The Customer agrees not to reinstall any of this equipment anywhere in Illinois, or transfer it to any other party for installation in Illinois.

19. MISCELLANEOUS:

a) The entire agreement between the Customer and Ameren Illinois Utilities is composed of an approved, signed application, these Terms and Conditions and any pre-installation approval letters from Ameren Illinois Utilities.

b) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.

c) The Customer acknowledges that the only individuals authorized to bind Ameren Illinois Utilities under the Ameren Illinois Utilities program are Ameren Illinois Utilities staff and authorized agents of Ameren Illinois Utilities.

d) If either Ameren Illinois Utilities 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.

e) If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms.

f) If a dispute arises out of, or relates to this Application, or the breach thereof, and if the dispute cannot be settled through negotiation, Ameren Illinois Utilities and the Customer agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within a period of 10 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Resolution of disputes concerning these Terms and Conditions, or any other requirement of this Application or condition of incentive award, resolution will be governed in all respects by the laws, statutes, and regulations of the State of Illinois.

g) AMEREN ILLINOIS UTILITIES 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 APPLICATION OR THE TRANSACTIONS CONTEMPLATED BY THIS APPLICATION.

h) Customer shall not assign any rights it may have under this Application without the prior written consent of Ameren Illinois Utilities, except for the optional assignment of cash Incentives as provided for in the Application. Any assignment in violation hereof shall be deemed null and void.

Mail/Fax Application to:

Ameren Illinois Utilities, Act On Energy™ Business Program,
300 Liberty Street, Peoria, IL 61602 • Fax: 309-677-7950

Questions: call toll-free: 866-800-0747 • ActOnEnergyBusiness@Ameren.com • ActOnEnergy.com

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TABLE 3. PROJECT CALCULATIONS AND INFORMATION

To calculate incentives for Permanent Lamp Removal, use Table 3a.

Make copies of this page if more than one measure is being implemented.

		EXISTING EQUIPMENT	NEW EQUIPMENT
A	Description of Measure (e.g., compressed air, exterior lighting, VFD, or process improvement)		
B	Electrical Load (total)	_____ kilowatts (watts ÷ 1,000)	_____ kilowatts (watts ÷ 1,000)
C	Estimated Hours (per year) of Operation	_____ hours/year	_____ hours/year
D	Estimated kWh/year Used (Row B x Row C)	_____ kWh/year	_____ kWh/year
		INSTRUCTIONS	ANSWER
E	Reduced kWh per year	(difference between the two numbers in Row D)	_____ kWh
F	Your Electric Rate	(money spent on electricity for a year) divided by (kWh used in a year)	_____ cents/kWh
G	Annual Energy Cost Savings	Row E x Row F	\$ _____
H	Incentive (Custom Program)	Row E x \$0.05 (for lighting) Row E x \$0.07 (for all other measures)	\$ _____
I	Cost of Materials		\$ _____ *
J	Cost of Labor – <i>do not include internal labor</i>		\$ _____ *
K	Project Cost	Row I + Row J	\$ _____
L	Payback Period Before Incentive (must be between one and seven years)	Cost / Savings (Row K) divided by (Row G)	_____ years
M	Payback Period After Incentive (must be between one and seven years)	(Cost-Incentive) / Savings (Row K – Row H) divided by Row G	_____ years
N	Incentive is What Percent of the Job Cost (ineligible if less than 10%, capped at 50%)	(Row H) divided by (Row K) x 100	_____ %

*Please provide copy of a proposal or quotation to validate these numbers

Mail/Fax Application to:

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TABLE 3a. PERMANENT LAMP REMOVAL

This table is to be used to calculate the incentive for permanent lamp removal. **To be eligible for this incentive, projects must reduce energy consumed by at least 100,000 kWh (Row S).**

This incentive only applies to permanent removal of linear fluorescent lamps

Pre- and/or post-installation inspections may be required

In addition to this application, the following information must be submitted.

- Existing fixtures – quantity, watts per fixture, lamps per fixture, and ballast information
- New fixtures or retrofitted fixtures – quantity, manufacturer, model number, watts per fixture, lamps per fixture, and ballast information

		EXISTING LIGHTING	NEW LIGHTING
P	Electrical Load (total)*	_____ kilowatts (watts ÷ 1,000)	_____ kilowatts (watts ÷ 1,000)
Q	Estimated Hours (per year) of Fixture Operation*	_____ hours/year	_____ hours/year
R	Estimated kWh/year Used (Row P x Row Q)	_____ kWh/year	_____ kWh/year
		INSTRUCTIONS	ANSWER
S	Reduced kWh per year	(difference between the two numbers in Row R)	_____ kWh**
T	Incentive (Custom Program)	Row S x \$0.05	\$ _____

* Please fill out a copy of Table 3a for each bank of lights that operate at a different wattage, or a different number of hours per year.

**A minimum of 100,000 kWh reduced per year is required to be eligible for this incentive.

Mail/Fax Application to:

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TABLE 4. REQUIRED SUPPLEMENTAL PROJECT DOCUMENTATION

In order to be funded under this program, applications must be accompanied by project documentation. This documentation should contain the necessary information in order for Ameren Illinois Utilities to confirm the estimated energy savings calculated and provided by the customer. Relevant documentation may include: architectural drawings, component specification sheets, equipment efficiency rating documentation and, results from building simulation modeling. At the discretion of Ameren Illinois Utilities, additional documentation, other than that described in this Application, may be required for program participation. The following serves as guidelines for the minimum required documentation.

EQUIPMENT REQUIREMENTS

- A list of equipment and components to be installed, including manufacturers' catalog/model number.
- Manufacturers' specification sheets for all major components.

ENERGY PERFORMANCE AND OPERATIONAL SEQUENCE REQUIREMENTS

- Provide calculations documenting the predicted energy consumption of the existing (or base) and proposed design using the appropriate analytical tools and clearly stated assumptions. Calculations may be performed by "hand" but spreadsheet or computer modeling analysis is preferred, and may be supplied in electronic format.
- All assumptions such as operating hours, existing and proposed equipment operational details must be presented.

SYSTEM PERFORMANCE RELATED TO STANDARD PRACTICE

- To be awarded an incentive under this program, proposed process systems and equipment must outperform accepted standard practice. Standard practice can be defined as systems, equipment and operational approaches based on readily available equipment that is commonly installed today.
- The base case or standard practice systems should be compared to proposed systems that serve a similar function and address the same load with like capacity. Please supply information documenting the accepted standard practice for the process and demonstrate to what degree the project will outperform standard practice.

OTHER REQUIREMENTS AND COMMENTS

- Provide any further documentation that helps to demonstrate the performance characteristics of the project, and the project's ability to demonstrate and promote energy efficiency in the Ameren Illinois Utilities service territory.
- Please provide any measured data wherever possible.
- Copy of bids to show how project cost was determined (outside labor and materials).
- For permanent lamp removal (Table 3a) a list with the following information is required: Existing fixtures – quantity, watts per fixture, lamps per fixture, and ballast information; New fixtures or retrofitted fixtures – quantity, manufacturer, model number, watts per fixture, lamps per fixture, and ballast information

MINIMUM SUPPORTING DOCUMENTATION

- List of system requirements (pressure, flows), operating hours, control strategies (Attach separate sheets).

Mail/Fax Application to:

Ameren Illinois Utilities, Act On Energy™ Business Program,
300 Liberty Street, Peoria, IL 61602 • Fax: 309-677-7950

Questions: call toll-free: 866-800-0747 • ActOnEnergyBusiness@Ameren.com • ActOnEnergy.com



TABLE 5. PROJECT ELIGIBILITY (Custom)

Projects eligible for incentives under the Custom Incentive Program include electric energy efficiency measures not incentivized under the Standard lighting, Standard HVAC, Standard refrigeration, or Standard motors programs. Eligible projects must demonstrate savings in annual energy usage in kilowatt-hours. Typical custom projects may include compressed air improvements, VFD control of process motors, exterior lighting, and Building Automation and Control Systems. Please refer to the Terms and Conditions for additional project eligibility requirements.

For projects that include Permanent Lamp Removal, the reduced wattage per year must be at least 100,000 kWh (Row S in Table 3a) to be eligible for incentive money.

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APPENDIX A – APPLICATION CHECKLIST (Custom Program)

Send completed copy with application

Critical information that is required for your incentive application includes:

- All fields in the *Customer Information* form (Table 1)
- Requested project-summary information (Table 2)
- All fields in the *Project Calculations and Information* form (Table 3 or Table 3a)
- Estimated project completion date and Customer signature in the Summary of Planned Measures (page 3)
- Required supplemental project documentation (Table 4)

Frequently omitted information includes:

- Landlord consent form (Appendix B) if you are a tenant
- Manufacturer's cut sheets for the energy saving equipment you are installing
- Large Incentive Request form (Appendix D) if your project has a requested incentive of \$25,000 or greater

Energy savings calculations:

- Include energy savings calculations indicating the annual kWh savings for your project
- Attach a copy of any energy audit, facility survey, data logging, or energy study which relates to your project, if available
- Explain any assumptions made in your energy savings calculations

Optional

- Payment Release Authorization form (Appendix C), if the incentive check is to be cut for someone other than the Ameren customer

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Custom Cash Incentives – Project Application (Program-Year Two: 2009-2010)



APPENDIX B – LANDLORD CONSENT FORM

INSTRUCTIONS FOR LANDLORD CONSENT FORM

- 1) If you are a tenant, your landlord must sign this form.
- 2) Fill out all fields on this form.
- 3) Mail or fax this form, along with your application for an Act On Energy incentive, to the address or fax number listed below.

AMEREN ILLINOIS UTILITIES CUSTOMER INFORMATION

Company Name:

Mailing Address:

City:

State:

Zip Code:

Contact Name/Title:

Email Address:

Telephone:

Fax:

Physical Installation Address (Required):

City:

State: **IL**

Zip Code:

LANDLORD INFORMATION

Landlord Consent: I (please print) _____

as the owner (or owner's authorized agent) of the property where the energy efficiency measures specified on the attached application are to be installed, consent to the permanent installation of these measures and agree that they will remain in place for their useful life.

Landlord Signature: _____ **Date:** _____

Mail/Fax Application to:

Ameren Illinois Utilities, Act On Energy™ Business Program,
300 Liberty Street, Peoria, IL 61602 • Fax: 309-677-7950

Questions: call toll-free: 866-800-0747 • ActOnEnergyBusiness@Ameren.com • ActOnEnergy.com



Custom Cash Incentives – Project Application (Program-Year Two: 2009-2010)



APPENDIX C – PAYMENT RELEASE AUTHORIZATION FORM (OPTIONAL)

Complete this appendix **ONLY** if incentive payment is to be paid to an entity other than the Ameren Illinois Utilities customer of record (listed in Table 1).

I am authorizing the payment of the incentive to the third party named below and I understand that I will not be receiving the incentive payment from Ameren Illinois Utilities. I also understand that my release of the payment to a third party does not exempt me from the program requirements outlined in Table 1 and Terms and Conditions.

Authorized By:

Company Name <i>(Ameren Illinois Utilities Customer)</i>	Date
Customer Signature	Print Name

CHECK SHOULD BE MADE PAYABLE TO:

Payee (Company/Individual Name):

Mailing Address:	City:	State:	Zip Code:
Contact Person	Email Address:		
Telephone:	Fax:		
Tax ID (SSN/FEIN):	Tax Status: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Exempt		

Mail/Fax Application to:

Ameren Illinois Utilities, Act On Energy™ Business Program,
300 Liberty Street, Peoria, IL 61602 • Fax: 309-677-7950

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Custom Cash Incentives – Project Application (Program-Year Two: 2009-2010)



APPENDIX D – LARGE INCENTIVE REQUEST FORM (Custom Program)

Required for all incentive requests greater than \$25,000

Act On Energy works with eligible Ameren Illinois Utilities' non-public business customers to install cost-effective energy-efficiency projects. The program intent is to subsidize the up-front costs of energy-efficiency projects that would not have been completed without Ameren Illinois Utilities' assistance.

Please take a moment to document how the requested financial incentive from Act On Energy is critical to the success of your project. Completion of this form does not guarantee the award of an incentive. Mail or fax along with the incentive application to the address on the bottom of the page.

Customer Information

Company Name:	Contact:
Project Address:	Phone:

Applicable Contractor/Program Ally Information

Contractor/Program Ally:	Contact:
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Project Description (from data in Table 3 or 3a)

Brief Description of Project:	
Total Project Cost (\$): [Table 3 Row K]	Requested Incentive (\$): [Table 3 Row H, or Table 3a Row T]
Annual Energy Savings (\$): [Table 3 Row E]	Annual Energy Cost Savings (\$): [Table 3 Row G]
Project Payback Period Before Incentive [Table 3 Row L]	Project Payback Period After Incentive: [Table 3 Row M]

Financial Incentive Impact Questionnaire:

Act On Energy understands that energy savings is just one of many potential benefits of a project. Please rate the following benefits as they pertain to the project described above.

(0 = not an expected benefit of this project, 5 = major benefit of this project)

- | | |
|---|-------------|
| 1. Energy Cost Savings | 0 1 2 3 4 5 |
| 2. Maintenance-Related Savings | 0 1 2 3 4 5 |
| 3. Production capacity or product quality improvement | 0 1 2 3 4 5 |
| 4. Satisfies a regulatory or code requirement | 0 1 2 3 4 5 |
| 5. Other _____ | 0 1 2 3 4 5 |

The intent of the Act On Energy financial incentive program is to subsidize the up-front costs of energy efficiency projects that would not have been completed without the Ameren Illinois Utilities' assistance. **Please complete the following statement, and sign below:**

The project described above would not be completed without the requested Act On Energy incentive money because:

Customer Signature

Date

(This form must be completed and signed by the customer, not the Program Ally)

Mail/Fax Application to:

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300 Liberty Street, Peoria, IL 61602 • Fax: 309-677-7950

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