



## **Entergy Arkansas Smart Direct Load Control Program Guidebook**

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**[entergyarkansas.com/thermostat](http://entergyarkansas.com/thermostat)**

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## Program overview

### Program description

The Entergy Arkansas Smart Thermostat Direct Load Control Program is designed to help our residential and business customers save energy by offering an advanced Wi-Fi Thermostat with professional installation, at no additional cost, when you enroll in the program. Already have a smart thermostat? You can also participate in this Program if you have a qualifying Emerson Sensi or Honeywell Thermostat. Customers who already have a qualifying smart thermostat will receive an enrollment incentive and an annual participation incentive when enrolled.

### Program objectives and benefits

The program objective is to reduce high-energy demand when it counts most – during the summer months, when tens of thousands of central air conditioners and heat pumps are all running at the same time. When you automatically reduce your energy use at these important times you help to lower demand during peak energy usage periods, which serves to prevent outages, and keep rates lower.

### How it works

For most months of the year, your Sensi or Honeywell thermostat works like any other advanced thermostat, using your Wi-Fi connection to communicate with weather sources and sensors to keep you comfortable. But during Conservation Periods (between June 1 and Sept. 30 each year), your Sensi or Honeywell thermostat will alert you when an energy-saving demand response event is underway and provide the time an event is scheduled to end. Participating customers may qualify to receive an annual enrollment incentive each year after the event season for participating.

### Program contacts

Phone: **866-627-9177**

Email: **[ThermostatEAL@icf.com](mailto:ThermostatEAL@icf.com)**

Web: **[entergyarkansas.com/thermostat](http://entergyarkansas.com/thermostat)**

### Program eligibility

This offer is available to Entergy Arkansas residential and nonresidential customers who:

- Have central heating and air conditioning.
- Have an in-home or in-business Wi-Fi service – hot spots do not qualify.
- Have an existing qualifying smart thermostat or a qualifying thermostat that can be replaced at no additional cost to the customer for an Emerson Sensi Touch Thermostat.
- Are not already enrolled in the Summer Advantage Program (if enrolled, customers may unenroll from the Summer Advantage Program to participate).
- Have a qualifying HVAC system. Heat pump systems qualify, but window units and mini splits do NOT qualify.

Funds are limited, and services are available to all Entergy Arkansas customers on a first-come, first-served basis. If the customer decides to terminate the services, annual incentive payments will cease, and the customer will not be eligible for a re-enrollment incentive until 12 months following the date of

termination. The customer will be allowed to re-enroll at any time.

Renter must certify that he/she has received consent from the landlord or homeowner for receipt of the direct installation of equipment.

For more information about other Entergy Arkansas programs, please visit [entergyarkansas.com](http://entergyarkansas.com).

### Program participation

Customers can enroll in the program through the enrollment portal located at [entergyarkansas.com/thermostat](http://entergyarkansas.com/thermostat). To enroll in the Smart Direct Load Control Program, customers must meet all program requirements and agree to participate in summer demand response events (conservation periods).

Customers may also enroll during the Sightline Mobile (SLM) or Beacon Audit performed by participating Home Energy Solutions trade allies. If you received a free professionally installed thermostat through the Home Energy Solutions program and would like to participate in the Smart Direct Load Control Program, please contact your trade ally or speak with a program representative by calling **833-807-7682**.

### Incentives

For those who qualify for a no-additional-cost installation, customers will receive a professionally installed thermostat, a \$350 value. In addition to the free thermostat, participating customers will receive an annual enrollment incentive up to \$40 for residential customers and up to \$100 for nonresidential customers. This is a \$390-\$450 value in the first year of participation.

For those who already have a qualifying Sensi or Honeywell Thermostat, the customer will receive an enrollment incentive of \$50 for residential and \$100 for nonresidential for participating in the program. An additional annual participation incentive will also be issued to qualifying customers after the demand response event season with incentives up to \$40 for residential customers and \$100 for nonresidential customers.

#### One-time enrollment incentive:

Enrollment path	Participant type	Incentive
Direct installation	Residential and nonresidential	Smart thermostat with professional installation (\$350 value)
Bring your own qualifying device	Residential	\$50
	Nonresidential	\$100

#### Annual participation incentive:

Participant type	Incentive			
	Zero event opt outs	One event opt out	Two or three event opt outs	Four or more event opt outs
Residential	\$40	\$40	\$25	\$0
Nonresidential	\$100	\$100	\$50	\$0

## Smart thermostat

Advanced smart thermostats are devices that can be used with home automation and are responsible for controlling a home's heating and/or air conditioning. They perform the same functions as a programmable thermostat, as they allow the user to control the temperature of their home throughout the day using a schedule, such as setting a different temperature at night. Like a connected thermostat, they are connected to the internet and allow users to adjust heating settings from other internet-connected devices, such as smartphones. This allows users to easily adjust the temperature remotely. This ease of use is essential for ensuring energy savings.

Advanced thermostats also record internal/external temperatures, the amount of time the HVAC system has been running, and can even notify you when your air filter needs to be replaced. This information is typically displayed on an internet-connected device.

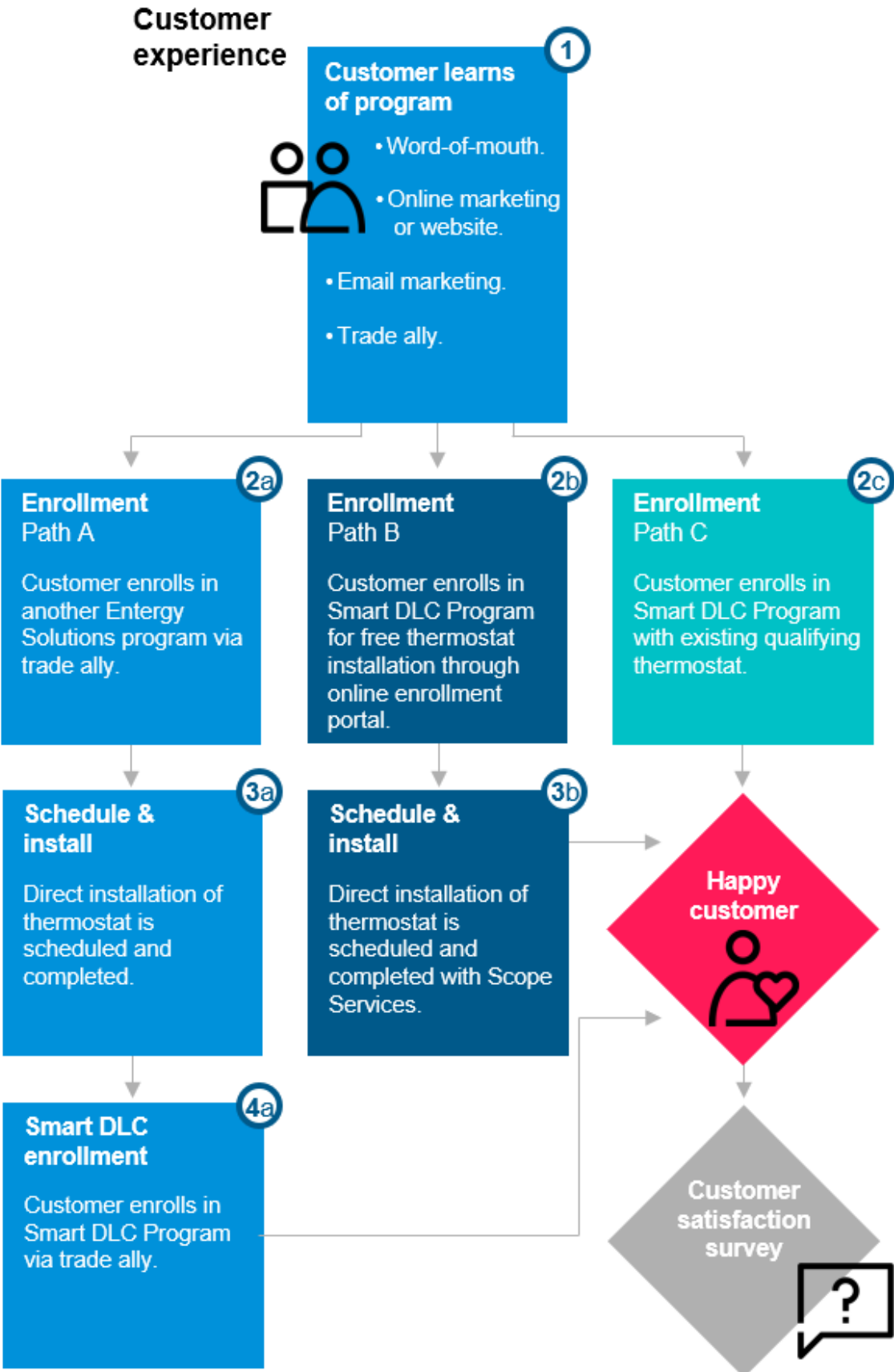
## Conservation periods

Conservation periods will occur during June 1 through Sept. 30 on non-holiday weekdays (Monday-Friday), noon to 7 p.m. Central Standard time. Outside of the conservation periods, you may set your thermostat to any temperature or schedule you wish. Conservation periods will typically last up to four hours in any single day and usually occur for no more than three consecutive days. The customer may override conservation periods, i.e. change the thermostat setting for nonmandatory events; overriding conservation periods may reduce annual participation incentive. To opt out of a mandatory event, you must call **833-807-7682**.

## Potential curtailment methods

The customer understands that, by participating, the customer is permitting Entergy Arkansas to control the smart thermostat during demand response events to adjust the thermostat's temperature set points.

### Customer journey



## Program quality management

### Post-verification

Completed projects are subject to a post-installation verification, selected on a random basis. Typically, 10% of all participants who participated in the program will be selected for the verification and subject to installation of a Measure and Verification device to validate thermostat data and energy savings. No warranty is expressed or implied by this verification.

If it is determined that an on-site post-verification is going to be performed, a program representative will contact the customer to schedule the property site verification.

By receiving a program service, the customer agrees to allow an on-site post verification after work is completed.

## Terms and conditions

**DESCRIPTION:** THE ENTERGY ARKANSAS SMART DIRECT LOAD CONTROL PROGRAM SEEKS TO ENGAGE ENTERGY ARKANSAS, LLC RESIDENTIAL AND NONRESIDENTIAL PARTICIPATING CUSTOMERS WITH QUALIFYING THERMOSTATS (AS SET FORTH BELOW) OR INSTALLATION (EITHER BY PARTICIPANT, ICF, SCOPE SERVICES, OR AUTHORIZED TRADE ALLY) OF A FREE THERMOSTAT TO REPLACE QUALIFYING BASELINE THERMOSTATS AT NO ADDITIONAL COST TO THE PARTICIPANT. PARTICIPANTS AUTHORIZE ENTERGY ARKANSAS TO CONTROL THE PARTICIPATING SMART THERMOSTAT (THE “EQUIPMENT”) ON DAYS WHEN ELECTRICITY DEMAND IS HIGHEST, HELPING TO REDUCE DEMAND WHEN IT COUNTS MOST. THESE ARE KNOWN AS “CONSERVATION PERIODS.” THE PROGRAM CURRENTLY RUNS THROUGH THE 2026 SEASON BUT MAY BE EXTENDED. THESE TERMS AND CONDITIONS ARE ONLY VALID FOR SERVICE COMPLETED ON OR AFTER JAN. 1, 2020.

**The participant understands that Entergy Arkansas and ICF assumes no responsibility for and shall have no responsibility for the condition or repair of the participant’s central air conditioner or other equipment. The participant understands that the participant is responsible for the repair and maintenance of the participant’s equipment.**

**WARRANTIES:** Entergy Arkansas and ICF do not warrant the proper completion of work or performance of installed (with assistance or otherwise) or serviced equipment, expressly or implicitly. Entergy Arkansas and ICF do not endorse, guarantee or warrant any particular manufacturer or product, and Entergy Arkansas and ICF provide no warranties, expressed or implied, for any products or services. Entergy Arkansas and ICF make no warranties of any kind, whether statutory, expressed or implied, including without limitations, warranties of merchantability or fitness for a particular purpose regarding Energy Efficiency Measures (EEMs). Entergy Arkansas and ICF make no guarantee of energy-saving results by receiving measure installation or assistance with self-installation. The participant acknowledges that neither Entergy Arkansas nor ICF nor any of its consultants are responsible for ensuring the design, engineering or installation of the measure is proper or complies with any particular laws (including patent laws), codes or industry standards. Participants should contact their independent contractors for details regarding equipment performance and warranties.

**SMART DIRECT LOAD CONTROL PROGRAM:** The Entergy Arkansas Smart Direct Load Control Program service includes two installation options. One is the installation of a smart thermostat at the time of the site visit by either an ICF representative, Scope Services or an Entergy Arkansas participating trade ally. Services also include facilitating the participant’s enrollment who qualify and agree to enroll in the Smart Direct Load Control Program with a qualifying Emerson Sensi Touch, Sensi WiFi, Honeywell Lyric T5, T5 Plus, T6, T9 or T10 thermostat.

**ELIGIBILITY:** Funds are limited, and services are available in Entergy Arkansas’s service area on a first-come, first-served basis. Participants must meet the following eligibility criteria:

- Be an Entergy Arkansas residential or nonresidential customer with central heating and air conditioning.
- Have an in-home or in-business Wi-Fi service (does not include hot spots).
- Have an existing Emerson Sensi Touch, Sensi WiFi, Honeywell Lyric T5, T5 plus, T6, T9 and T10 smart thermostat or a thermostat that qualifies for a replacement with a Sensi Touch at no additional cost to the participant.

- Not already enrolled in the Summer Advantage Program (if already enrolled, participant must first unenroll from the Summer Advantage Program to participate).
- Have a qualifying HVAC system (geothermal, heat only, mini splits and window units are not qualified).

**ACCESS, INSTALLATION AND VERIFICATION:** Contractor or participant will install the Equipment in the participant's home that will control the central air conditioner unit and cycle it during conservation period and events described above. The participant agrees to provide Entergy Arkansas or its contractor with access, at reasonable times, to the participant's premises to install, inspect, maintain and/or repair the Equipment. Entergy Arkansas reserves the right to verify the delivery of services and to have reasonable access to the participant's residence to verify the performance of the installed or enrolled smart thermostats and/or energy efficiency work. Prior to any payment of incentives, Entergy Arkansas reserves the right to verify sales transactions. The participant's trade ally or Scope Services will verify that the installed Equipment meets all applicable building codes; zoning laws; local, state and federal requirements; and other relevant requirements. The participant's trade ally or Scope Services is responsible for any applicable permits required by law. Weather conditions may affect this verification process. The Equipment may also be selected for a quality-control post-installation verification by Entergy Arkansas and subject to installation of a Measure and Verification (M&V) device to validate thermostat data and energy savings. No warranty is expressed or implied by this verification.

**RENTER'S CERTIFICATION:** Renter certifies that he/she has received consent from the landlord or homeowner for receipt of the direct installation or direct shipment of Equipment.

**CONSERVATION PERIODS:** Conservation periods will occur from June 1 through September 30 on non-holiday weekdays (Monday-Friday), noon to 7 p.m. Central Standard time. Outside of the conservation periods, you may set your thermostat to any temperature or schedule you wish. Conservation periods will last approximately up to four hours in any single day and occur for no more than three consecutive days in any one program season (June to September). The participant may override conservation periods, recognizing that overriding conservation periods may reduce annual participation incentive. The participant understands that the Equipment will permit Entergy Arkansas to control or adjust the temperature of the participant's thermostat that controls the central air conditioner unit or heat pump during times of high overall electricity demand.

**POTENTIAL CURTAILMENT METHODS:** The participant understands that, by participating, the participant is permitting Entergy Arkansas to control the thermostat during demand response events.

**INCENTIVES:** The incentives the participant will receive in consideration for participation are described on the next page. Entergy Arkansas may, from time-to-time, modify the incentive structure. The Equipment installed by a trade ally or program representative shall remain the property of the participant, but the participant agrees to notify Entergy Arkansas immediately if the participant disconnects or removes the Equipment, an action which will terminate the participant's eligibility for incentives. This Agreement is not assignable or otherwise transferable by the participant.

**One-time enrollment incentive:**

Enrollment path	Participant type	Incentive
Direct installation	Residential and nonresidential	Smart thermostat with professional installation (\$350 value)
Bring your own qualifying device	Residential	\$50
	Nonresidential	\$100

**Annual participation incentive:**

Participant type	Incentive			
	Zero event opt outs	One event opt out	Two or three event opt outs	Four or more event opt outs
Residential	\$40	\$40	\$25	\$0
Nonresidential	\$100	\$100	\$50	\$0

**TAX LIABILITY:** The participant is responsible for declaring and paying any and all applicable federal, state and local taxes that may be owed on any incentive. Entergy Arkansas will not be responsible for any tax liability that may be imposed on the participant as a result of the delivery of Energy Efficiency Measures (EEM). Please contact your tax professional for more information.

**REMOVAL OF EQUIPMENT:** The participant agrees, as a condition of participation in the program, for direct installation, to allow removal of the thermostats being replaced in accordance with all laws, rules and regulations. The participant agrees not to reinstall any newly installed or newly enrolled Equipment anywhere in Arkansas or transfer it to any other party for installation in Arkansas.

**ENDORSEMENT:** Entergy Arkansas does not endorse any system design, claim, trade ally or service in highlighting this program.

**INFORMATION RELEASE:** Participant agrees that Entergy Arkansas and any contractor or other vendor providing services or support under this program for Entergy Arkansas may have access to and use participant’s name, address, Entergy Arkansas account number, thermostat usage data for Entergy Arkansas program use such as energy savings in reports or other documentation submitted to the program implementer on Entergy Arkansas’ behalf and/or the Arkansas Public Service Commission. Entergy Arkansas will treat all other information gathered in evaluations as confidential, and the information in the reports will be in the aggregate, where practicable.

**AUTHORIZATION AND RELEASE INFORMATION:** Participant understands his/her name, photograph, or other recordation(s) of his/her image, likeness, or voice, and/or his/her testimonial and made on behalf of ICF or ICF clients may be used in connection with ICF’s business, including without limitation with respect to publicizing and promoting the Entergy Solutions energy efficiency program. participant authorizes ICF to use his/her name, photograph, or other recordation(s) of his/her image, likeness, or voice and any testimonial provided.

Participant hereby irrevocably authorizes ICF to copy, exhibit, publish or distribute the testimonial for purposes of publicizing the Entergy Solutions’ energy efficiency programs or for any other lawful purpose. These statements may be used in printed publications, reports, multimedia presentations, on websites or in any other distribution media.

**LIMITATION OF LIABILITY:** ENTERGY ARKANSAS'S AND PROGRAM IMPLEMENTER ICF'S LIABILITY IS LIMITED TO PAYING THE INCENTIVE SPECIFIED, ALTHOUGH ENTERGY ARKANSAS SHALL NOT BE OBLIGATED OR LIABLE TO PAY THIS INCENTIVE IF THE APPLICATION FORM AND ALL REQUIRED ADDITIONAL INFORMATION ARE NOT COMPLETE OR ACCURATE. IN NO EVENT WILL ENTERGY ARKANSAS OR ICF BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PARTICIPATION IN THE PROGRAM.

**LIABILITY WAIVER:** By executing an enrollment, participant voluntarily agrees not to hold Entergy Arkansas, ICF, its trade allies or any of their affiliates, directors, officers, employees, agents, or contractors liable for any illness or injury. Participant further agrees not to engage in any inappropriate actions or otherwise endanger the safety or health of same.

**PROPERTY RIGHTS:** The participant represents that he/she has the right to complete and/or install the energy-saving equipment on the property on which the equipment is completed and/or installed and that any necessary landlord's or tenant's consent, as the case may be, has been obtained.

**PARTICIPATION CERTIFICATION:** Property manager/owner certifies that he/she has contracted for the received service(s) listed on the application at the defined location. Property manager/owner agrees that all information is true and that he/she has conformed to all program and equipment requirements listed.

**RIGHT TO REFUSE:** The Entergy Arkansas trade ally, Scope Services or program implementer has the right to refuse service or end the delivery when confronted by a customer acting inappropriately or when facing an unsafe situation. "Inappropriate" includes but is not limited to the following: unreasonable demands for service, personally threatening or offensive language, threatening or erratic behavior failure to comply with health and safety recommendations and personal contact. Authorized trade ally reserves the right to exclude any premises, or vicinity therein, deemed potentially unsafe or harmful.

**TERMINATION OF SERVICE:** Entergy Arkansas may exercise its right to unenroll a participant if the Equipment is offline for 90 consecutive days. The participant is responsible for maintaining Wi-Fi network connection to the Equipment. The participant shall have the right at any time to terminate the service by notifying Entergy Arkansas in writing or by calling the Smart Direct Load Control Program at 833-807-7682. If the participant decides to terminate the services, annual incentive payments will cease, and the participant will not be eligible for a re-enrollment incentive until 12 months following the date of termination. The participant will be allowed to re-enroll at any time.

**CUSTOMER COMMUNICATION:** Participant agrees that Entergy Arkansas or Entergy Arkansas' program implementer may contact participant via mail, phone, text message or email in connection with the Smart Direct Load Control Program, including quality assurance communication and offline messaging communication.

**AUTHORIZATION, PROGRAM CHANGES, SUSPENSION OR CANCELLATION:** Entergy Arkansas may change the program requirements, incentives or terms and conditions, including suspending acceptance of applications or terminating the program, at any time without notice.

**MARKETING WAIVER:** Notwithstanding the foregoing, Participant hereby grants Entergy Arkansas, LLC and its affiliated companies, and assigns the unqualified and unconditional right and permission

to reproduce, copyright, publish, circulate, edit or otherwise use audio and video/film/still photo productions, project information, and/or quotes of me and/or quotes of me and/or my organization for any purpose relating to this project. This authorization and release cover the use of said audio and video/still photos/project information and/or quotes made or taken regarding the organization by said company or on its behalf by any other person for any purpose related to the above-named project. By signing this document, I am aware that I give up and release all rights to such images and/or audio in any form. I grant these rights to my images, project information and/or audio to Entergy Arkansas.

**MISCELLANEOUS:** These terms and conditions constitute the agreement between the parties and supersede all other communications and representations. By executing an enrollment, the participating customer agrees to be bound by these terms and conditions.

**PRIVACY POLICY:** You may view Entergy's privacy policy at [entergy.com/privacy-policy](https://www.entergy.com/privacy-policy).

## Disclaimer

Neither Entergy Arkansas nor ICF makes any guarantee or any other representation or warranty, expressed or implied, as to the quality or effectiveness of any product(s) provided or work(s) performed through this program.

Energy efficiency gains are subject to a number of variable conditions and circumstances. While it is the intent of the program to achieve energy efficiencies, neither Entergy Arkansas nor ICF guarantees or warrants that any specific energy efficiency gains will be achieved for a particular customer participating in the program.