

**Participant Eligibility-** The Consolidated Edison Company of New York, Inc. (“Con Edison”) electric account holder (the “Customer”) listed on this application (“Applicant”) must be an electric Customer who pays the Monthly Adjustment Clause (“MAC”) as part of its electric bill. Con Edison and/or the New York State Energy Research and Development Authority (“NYSERDA”) (also referred to as the “Program Implementer” or “Program Implementers, as the context may require) will determine the eligibility of the Customer as part of the Application review process. Applications may be completed by the Customer or 1) an aggregator or 2) other third-party acting on the Customer’s behalf. The party completing the application is the applicant (“Applicant”).

## Project Requirements

Demand Management Program (“Program”) incentives will only be provided for projects or portfolios of projects that adhere to all Program requirements, including the following:

1. The project cannot commence and existing equipment that will be replaced or made unnecessary by the project cannot be removed or disconnected until after a technical review and pre-installation inspection have been completed.
2. The project must reduce a minimum of 50 kW from the agreed baseline. For aggregated portfolios with multiple buildings and multiple building owners each building within the portfolio must reduce a minimum of 10kW.
3. The project/portfolios must be installed and operational by June 1, 2016.
4. All other requirements set forth in this Application, including those included in the Terms and Conditions section must be satisfied.

For questions regarding project or project portfolio eligibility for this Program, please contact Con Edison or NYSERDA as indicated at their respective internet websites.

## Customer and Facilities Information (Required)

Account Name <i>(as shown on your Con Edison bill)</i>			Con Edison Account Number (15 Digits)											
Contact Name			Day Phone											
Service Address			Email											
Address 2			Fax											
City	State	Zip	Square Footage						Annual Hours of Operation					
Year Built		Building Type (e.g., Office Hospital, etc.)				Multifamily # of Units			Number of Floors					
<input type="checkbox"/> <b>Multiple Facilities - Check this box, for project portfolios consisting of more than one building then download the Multiple Facilities Template (the “Template”) from the Program website, complete the Template and submit the completed Template with this Application.</b>														

## Applicant Information (Please note: An applicant may be a Customer or a third-party authorized to apply for the Program on behalf of the Customer. If the Applicant is an authorized third-party, your information is required below.)

Applicant/Company Name			Contact Name			Contact Title		
Address 1			Day Phone					
Address 2			Fax					
City	State	Zip	Email					
Federal Tax ID								
Check appropriate box: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Exempt Payee (W-9) <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other      Enter the tax classification (D=entity, C=corporation, <input type="checkbox"/> Partnership      P = Partnership ) _____								

## Demand Management Program Application

### Payee Mailing Address Information (Please note: In order to assign the incentive payment to any person or entity other than the Customer, a separate signature of the Customer is required on Page 6 of this Application.)

The incentive payment should be sent to :

Mailing Address

City

State

Zip

### Proposed Project Information

What systems are associated with the proposed project/portfolio?

- Thermal Storage       BMS/Controls       Process Efficiency       Other (*please specify*)
- Battery Storage       HVAC/Chiller       Non-electric Cooling
- Demand Response (DR) Enablement       Lighting       IT/Data Centers

Proposed Project Summary: (Note: Project Details are to be provided in the Scope of Work document for the project.)

Peak Demand Reduction (kW)

Annual Electric Savings (kWh)

Annual Cost Savings (\$)

Total Project Cost (\$)

**Peak Demand Reduction (kW)** - The peak demand reduction realized during On-Peak Hours, defined as the hours between 2pm and 6pm, Monday through Friday, from June 1 through September 30, excluding legal holidays; Peak demand reduction will depend on the measure type, measure operation, and level of data available. See Technical Data Requirements for information detailed by measure type.

### Estimated Start/Completion Date

Start Date:

Completion Date:

### Terms and Conditions

**ELIGIBILITY:** Incentives are available for energy efficiency and peak demand reduction measures installed in the existing facilities of Customers in good standing that pay the MAC as part of the facility's electric bill. NYPA Customers who do not pay the MAC are not eligible for the Program.

**QUALIFICATION FOR INCENTIVES FROM MULTIPLE PROGRAMS:** If a project also qualifies for Energy Efficiency Portfolio Standard ("EEPS") or Technology & Market Development ("T&MD") incentive money in addition to Program incentives, the Customer and Applicant will receive all Program and EEPS/T&MD incentive payments from a single Program Implementer.

**QUALIFYING PROJECTS:** Qualifying projects or project portfolios that are eligible for Program incentives will include the installation of electric energy efficiency and demand management measures identified as eligible and approved by a Program Implementer. Projects are expected to achieve Peak Demand Reduction (kW) for a minimum of 10 years. Demand Response Projects may be accepted for a shorter term pending technical review. Peak Demand Reduction is defined by measure type in the Technical Data Requirements document and occurs between the hours of 2pm and 6pm, Monday through Friday, from June 1 through September 30, excluding legal holidays. Project Applicants/Customers utilizing equipment with an anticipated service life of less than 10 years acknowledge and agree that they are responsible to maintain the equipment and replace components that fail during the 10 year horizon with components of equal or greater energy efficiency ratings. Qualifying projects or project portfolios must have a combined Peak Demand Reduction of 50 kW or greater in order to qualify for an incentive. When an Application is for an aggregated portfolio consisting of multiple buildings owned by multiple building owners, each building within the portfolio must reduce a minimum of 10 kW Peak Demand in order for the Project to qualify for an incentive. The calculation of peak demand reductions shall be determined using a baseline of existing site conditions or ASHRAE standards, where applicable. **Project baseline conditions must be verified by a pre-installation inspection** and may require measurement and verification. Program Implementers will determine and deploy the appropriate required verification process. Qualifying projects or project portfolios cannot include any electric energy efficiency and demand management measures, equipment, or services that were installed nor may any existing equipment be removed prior to the date of any required pre-installation inspection and/or metering. A single measure may not receive an incentive from multiple incentive categories for the same energy savings (kWh) or demand reduction (kW). Incentives are available only for the installation of new equipment; refurbished equipment and operations and maintenance measures are not eligible. Innovative technology solutions not discussed in the Proposed Project Information section (above) will be reviewed and their eligibility will be determined on a case-by-case basis by the Program Implementers.

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**INCENTIVE AMOUNTS:** The basis for determining the amount of incentives for which qualifying projects are eligible is set forth on the Program Implementers' websites and may be subject to change. The Program Implementer's decision on total incentive amounts will be final.

**APPLICATION AND REQUIRED DOCUMENTATION:** Eligible applicants must submit completed Application packages that include the minimum measure-specific information required to establish and verify baseline conditions for all proposed qualifying projects.

**APPLICATION PACKAGE REVIEW AND INSPECTION:** The Program Implementer will review all Applications and accompanying information for eligibility, completeness, and accuracy. As part of this review, the Program Implementer and/or its Contractors will conduct an on-site inspection and/or pre-installation metering of a facility's existing equipment and systems. If any proposed project does not meet Program requirement criteria, the Program Implementer will notify the Applicant that the Application has been rejected. To be eligible for an incentive, a pre-installation inspection and measurement and verification to validate baseline conditions must be completed before the Applicant installs qualifying equipment. The Program Implementers reserve the right to reject any estimates on energy savings, peak demand reduction, or project cost. The Customer and Applicant each understand that the estimated incentive amount included in any incentive offer is an estimate only. The actual amount of the incentive payable upon completion of a qualifying project will depend upon the verified kW of savings achieved (as indicated below). The Program Implementer also reserves the right to seek a full or partial refund for incentives paid if, at any time, it learns that the Project was not actually and properly installed or no longer meets the energy savings verified in the post-installation inspection (subject to normal degradation).

**INSTALLATION TIME LIMITS:**

All projects must be installed and operational by June 1, 2016. Failure to meet approved deadlines will result in denial of Program incentive payments. Projects otherwise eligible for EEPS or T&MD incentives will still receive EEPS and T&MD incentives.

**POST-INSTALLATION INSPECTION, MEASUREMENT AND VERIFICATION, AND INCENTIVE PAYMENT:**

The Program Implementers will conduct pre- and post-installation inspections, along with further measurement and verification requirements that will be determined on a project-by-project basis. When the installation of all of the Project's equipment is complete, the Applicant must notify the Program Implementer in writing and submit the Completion Certificate (to be provided by the Program Implementer) and itemized invoices specifying the quantity, date purchased, date delivered, equipment and installation costs and applicable taxes. The Program Implementer or its Contractor will schedule and conduct, at a minimum, a post-installation inspection, and if required, further measurement and verification to verify

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performance. The actual incentive amount will be determined based upon the inspection and any performance data from measurement and verification activities, and may vary from original estimates. Performance data from projects requiring further measurement and verification will be reviewed and verified before the determination of the final incentive payment. Payment amounts will be adjusted based upon the actual energy savings and demand reductions verified by the Program Implementer. Incentive checks will be issued after receipt of all proper invoices and verification of the performance of all installations. The Program Implementer reserves the right to make a reasonable number of pre- and post-installation visits to the facility. Such visit(s) will be at a time convenient to the applicant and made with reasonable advance notice.

**TAX LIABILITY AND CREDITS:** The Program Implementer is not responsible for any taxes which may be imposed on the Customer and/or Applicant as a result of projects installed or incentives received under this Program. Participants may want to consult a tax advisor regarding any tax consequences of this offer. Each Customer and Applicant must provide their valid Federal Tax ID Number and a W-9 form. The party receiving the incentive payment will be issued an appropriate Federal Tax Form concerning the incentive payment.

**REMOVAL OF EQUIPMENT:** As a condition of participation in the Program, the Applicant agrees that any and all project-related removal and disposal of equipment or materials will be conducted at its sole cost and expense and in accordance with all applicable laws, rules, and regulations.

**DISPUTES:** The Program Implementer will have sole discretion to decide on the final resolution of any issues including, but not limited to, energy savings and peak demand reduction, projects, eligibility, or incentives.

**PROGRAM CHANGES:** The Program Implementer reserves the right to change, modify, or terminate this Program at any time without any liability except as expressly stated herein. The Program Implementer will honor all written commitments made in any incentive offer letters sent to Customers prior to the date of any change, modification or termination of this Program, provided that project installations are fully completed within the timeframe and any other requirements specified in the letter.

**PROGRAM EXPIRATION:** Enrollment for this Program will end on June 1, 2016, when funds are depleted, or when the Program is terminated, whichever occurs first.

**INSTALLATION REQUIREMENTS:** The Customer and Applicant assume complete responsibility for installation work. The Customer and Applicant acknowledge that all work must be in full compliance with the requirements of applicable laws, rules, and regulations of all authorities having governmental and regulatory jurisdiction.

**DISCLAIMER:** The Applicant and Customer each acknowledge and agree that their submission of this Application and, if applicable, participation in the Program, are completely voluntary. The Applicant and the Customer

further acknowledge and agree that neither the Program Implementers nor their affiliated entities nor their respective trustees, directors, officers, shareholders, employees, agents or representatives nor their contractors shall be liable to the Customer or the Applicant or any other person or entity for any and all claims, charges, complaints, causes of action, damages, losses, agreements and liabilities of any kind or nature whatsoever, whether known or unknown and whether at law or in equity, arising out of, related to or in connection with (a) any qualifying project undertaken or attempted to be undertaken by the Customer or the Applicant, including, without limitation, the removal of, installation of, or use of any equipment or demand reduction measures in connection with the Program, (b) the review, rejection or approval of this Application and/or worksheets by the Program Implementers or their contractors, or (c) the determination of the total incentive amounts due to the Applicant and/or the Customer.

**NO REPRESENTATIONS OR WARRANTIES: NEITHER OF THE PROGRAM IMPLEMENTERS NOR ANY OF THEIR CONTRACTORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PROGRAM, PROJECTS OR PROJECT PORTFOLIOS, THE ADEQUACY OF ANY PROJECT DESIGN OR PLAN OR ENERGY EFFICIENCY OR DEMAND MANAGEMENT MEASURES OR ANY EQUIPMENT, CONSTRUCTION OR INSTALLATION OF EQUIPMENT OR THE AMOUNT OF INCENTIVES TO BE PAID WITH RESPECT TO ANY PARTICULAR PROJECT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. THIS PROVISION SHALL SURVIVE THE TERMINATION OR CANCELLATION OF THE PROGRAM AND ANY PARTICIPATION THEREIN BY THE APPLICANT AND/OR CUSTOMER.**

**LIABILITY LIMITATION: IN NO EVENT IS EITHER OF THE PROGRAM IMPLEMENTERS OR ANY OF THEIR CONTRACTORS RESPONSIBLE TO THE APPLICANT OR CUSTOMER FOR ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL LOST PROFITS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE.**

**INDEMNIFICATION:** To the fullest extent permitted by law, the Customer and Applicant each, on behalf of themselves and any other person or entity claiming by and through either of them, hereby irrevocably and unconditionally releases and forever discharges, and agrees to defend, indemnify, and hold harmless the Program Implementers, their affiliated entities, their contractors, and their respective past, present and future

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officers, directors, trustees, stockholders, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from any and all claims, charges, complaints, causes of action, damages, losses, costs, interest, and liabilities of any kind or nature, whatsoever including attorney's fees, court costs, costs of experts and costs of investigation, whether known or unknown and whether at law or in equity arising from, related to or in any way connected with the (a) Applicant's or Customer's participation in the Program, including, without limitation, the removal of any equipment or the design, installation or performance of any energy efficiency or demand management measure or equipment, or (b) the Customer's or Applicant's Application to participate in the Program (whether accepted or rejected). Accordingly, the Program Implementers their representatives, and contractors recommend that all Customers and Applicants consider engaging qualified engineers or other qualified consultants to evaluate the risks and benefits, if any, of participation in the Program and the implementation, operation or use of any project or measure on energy consumption, cost savings, or the operation of Customers' facilities. The Customer and Applicant understand that this Application may not be approved if the Implementers determine that the proposed project does not meet the requirements of the Program. The Customer and Applicant understand that final payment of any incentive amounts is contingent on meeting all the terms and conditions of the Program.

### **GOVERNING LAW AND JURISDICTION AND VENUE:**

The validity, construction and performance of these terms and conditions shall be governed by and construed in accordance with the law of the State of New York, without regard to its conflicts of law provisions. Customer and Applicant irrevocably submit and agree to the jurisdiction of the state and federal courts of the State of New York situated in New York County (i.e. Manhattan) in any action, suit or proceeding related to, or in connection with these terms and conditions and, to the extent permitted by applicable law, Customer and Applicant each waives and agrees not to assert as a defense in any such action, suit or proceeding any claim (a) that Customer or Applicant are

not personally subject to the jurisdiction of such courts of the State of New York, (b) that the venue of the action, suit or proceeding is improper, (c) that the action, suit or proceeding is brought in an inconvenient forum; or (d) that the subject matter of these terms and conditions may not be enforced in or by such courts of the State of New York. Without prejudice to any other mode of service or process, Applicant and Customer each consents to service of process relating to any such proceedings by personal or prepaid mailing in registered or certified form of a copy of the process to the Customer and/or Applicant at its address set forth in this Application.

**FREEDOM OF INFORMATION LAW:** New York State's Freedom of Information Law (FOIL) is designed to provide citizens with access to records of government agencies. Since NYSERDA is a State agency, any records provided to NYSERDA are potentially subject to disclosure pursuant to a FOIL request. There are exceptions to disclosure which are intended to protect privacy where disclosure of the records would impair, interfere with, cause substantial injury to, or endanger an individual or the operation of the government. NYSERDA will undertake to protect the privacy of the information provided in this Application by asserting all available exemptions from FOIL disclosure of such information. However, the Customer and Applicant understand and acknowledge that the ultimate determination of whether or not any particular information must be disclosed pursuant to FOIL rests with a court of law. The Customer and Applicant acknowledge NYSERDA may be required to disclose records containing the Customer's and/or Applicant's information if no FOIL exemption applies and/or NYSERDA is ordered to disclose the information by a court of competent jurisdiction.

**SEPARATE COUNSEL: THIS APPLICATION IS A LEGAL DOCUMENT.** Accordingly, before submitting this Application and participating in the Program, Customer and Applicant are encouraged to retain legal counsel to review these Terms and Conditions and to advise Customer and Applicant regarding their rights and obligations under these Terms and Conditions and the benefits and risks of participation in the Program.

**Application Requirements (Please Check Both)**

Yes, I have provided a detailed Scope of Work document (SOW) and baseline requirements.

Yes, I have signed the Program Application.

To ensure the timely processing of your Application package, please make sure that you submit all of the documentation below:

1. Completed Program Application
2. Engineering analysis including all relevant information stated on the information sheet titled *Technical Data Requirements for the Demand Management Incentive*
3. Scope of Work including all relevant information stated on the information sheet titled *Technical Data Requirements for the Demand Management Incentive*
4. Cut Sheets for all equipment, including technical data and testing laboratory information
5. Project Timeline (see Estimated Start/Completion Dates on Page 2)
6. W-9 Form
7. Proposed Cost Estimates
8. Proof of Purchase from Applicant (Applications submitted by a Third-Party Applicant.)
9. Completed Multiple Facilities Template (if applicable)

Have any measures proposed in your scope of work been previously submitted to Con Edison and/or NYSEERDA for incentives? If yes, additional eligibility requirements may apply.

Yes     No

Yes, I will submit the Program Application only to one agency.

**Account Holder Assignment of Rights to Incentive to Applicant**

**Note: This section is only required to be completed if the Customer is authorizing the Program Implementer to issue the incentive payment to the Applicant**

I hereby assign any right, title or interest that I may have in the incentive payment to the Applicant.

Account Holder Name (please print)	Account Holder Signature	Date

**Agreement and Signature (Required for all Applications)**

I certify that all statements made in this Application and required documents provided are true and correct to the best of my knowledge. I agree to the terms and conditions of the Program set forth in this Application. **A signature is required from the Account Holder and the Applicant, if different. (An Applicant may be a Customer or a third-party authorized to apply for the Program on behalf of the Customer.)**

<b>Account Holder Name and Title (please print)</b>	<b>Account Holder Signature</b>	<b>Date</b>
<b>Applicant Name and Title (please print)</b>	<b>Applicant Signature</b>	<b>Date</b>

**Account Holder Agreement and Signature for Release of Customer Information (if applicable)**

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**Freedom of Information Law Disclosure Notice:**

As stated above in the Terms and Conditions, any records provided to NYSERDA are potentially subject to disclosure pursuant to a Freedom of Information Law request.

*(Please check those that apply)*

I hereby authorize Con Edison to release my Customer data to the Applicant and NYSERDA with respect to the listed service address(es).

I hereby authorize Con Edison to release my Customer data to the Applicant with respect to the listed service address(es), but do not authorize Applicant to provide the Customer data to NYSERDA.

Account Holder Name and Title <i>(please print)</i>	Account Holder Signature	Date