

Checklist

To ensure your application is filled out correctly so that Con Edison can quickly process your request, please use the following checklist as you complete your submission.

Customer and facilities info:
Please check that account number matches account holder and its details

Applicant info:
Please check accuracy of details provided

Site contact information:
Please check accuracy of details provided

Decision maker:
Please check accuracy of details provided

Payee:
Please check accuracy of details provided
If different from account holder make sure endorsement is signed on **page 10** of the application

DfcdcgYX'dfc'YVWmY.
7'YUf'UbX'VzbWgY'dfc'YVWmY a a Ufm'iXYbhZria YUgi fY'ImdY and fill out the following fields

_K'fYXi'Wjcb'j]bdi hcbY'bi a VYf'dYf'dfc'YVWmY

5bbi U'_'K' \ 'gUj]b[g'

HcU'dfc'YVWmY'g'g'

Application requirements:
Make sure all boxes are checked
Checklist attachments:

- Engineering analysis - *Please refer to the **Program Manual and Technical Requirements***
- SOW on contractor's letterhead - *Please refer to the **Program Manual and Technical Requirements***
- Cost Estimate (check that total matches project costs indicated on this application)
- Cut sheets for all equipment used
- W-9 form needs to match the payee details

Agreement & Signatures:
Check signatures and dates for both account holder and applicant

Account Holder Assignment of Rights to Incentive to Applicant:
To be signed and dated only if payee is different from Account Holder

Project Requirements

Project eligibility for 2019 will be evaluated on a rolling basis until all funding has been allocated. Program incentives will only be provided for projects that adhere to all Program requirements, including the following:

1. The project may not commence, and existing equipment that will be replaced or made unnecessary by the project may not be removed or disconnected, until after both a technical review and pre-installation inspection have been completed.
2. The project must reduce a minimum of 1 kW from the agreed baseline.
3. All other Program requirements, including those contained in the Terms and Conditions section hereof and in the Program Manual and Technical Requirements for the 2019 Demand Management Program, must be satisfied. All program incentive amounts and deadlines can be found in the Program Manual and Technical Requirements.
4. For questions regarding project eligibility, please contact Con Edison at demandmanagement@coned.com.

Directions

If you have previously submitted an application for the 2017 or the 2018 program, please input the service address and fill out the Proposed Project Type section. Complete the remaining portions hereof that have changed from the previous application and submit only the supporting documentation that has changed from that submitted as part of your previous application. Sign this Application and return it to us. We will treat your previously submitted application, as modified by the changes reflected in this Application, as your definitive Application to the 2019 Program. The portions of your preliminary application and previously submitted supporting documentation that have not changed will be deemed to be incorporated by reference herein and form a part of this Application, and the portions thereof that have changed will be deemed to be superseded by the statements contained herein and the documents submitted herewith. If you have not previously submitted an application, then please complete this Application fully and return it to Con Edison.

Participant Eligibility

The Con Edison electric account holder (the "Customer") identified in this Application must be an electric customer of Con Edison or the New York Power Authority. Program eligibility will be determined by Con Edison as part of the Application review process. Applications may be completed by the Customer, or a third-party authorized to act on the Customer's behalf. The party completing the Application is the Applicant.

Con Edison may elect at Con Edison's sole discretion to treat the obligations of Customer and Applicant as joint and several or not to do so whether or not set forth fully as such in any given section of this Application, and without regard to any agreements otherwise made in connection with the payment of incentives.

Customer and Facilities Information <small>(Required, Please Type or Print)</small>		
Account Name <i>(as shown on your Con Edison bill)</i>		
Con Edison Account Number Assigned to Project Facility (15 Digits)		
Account Holder Name		
Title		Company Name
Day Phone	Cell Phone	Email
Address 1		
Address 2		
City	State	Zip
Square Footage	Number of Floors	Annual Hours of Operation
Year Built	Building Type (e.g., Office Hospital, etc.)	
Multifamily # of Units	Name of Con Edison Contact Person (if applicable)	

Applicant Information											
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											
Title		Company Name									
Day Phone	Cell Phone	Email									
Address 1											
Address 2											
City	State	Zip									
Federal Tax ID											
<p>Check appropriate box:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><input type="checkbox"/> Individual / Sole Proprietor</td> <td style="width: 33%;"><input type="checkbox"/> Corporation</td> <td style="width: 33%;"><input type="checkbox"/> Exempt Payee (W-9)</td> </tr> <tr> <td><input type="checkbox"/> Limited Liability Company</td> <td><input type="checkbox"/> Other</td> <td>Enter the tax classification_____</td> </tr> <tr> <td><input type="checkbox"/> Partnership</td> <td></td> <td>D = entity, C = corporation, P = partnership</td> </tr> </table>			<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_____	<input type="checkbox"/> Partnership		D = entity, C = corporation, P = partnership
<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_____									
<input type="checkbox"/> Partnership		D = entity, C = corporation, P = partnership									

Site Contact Information			
A site contact is an individual at the facility who can coordinate and schedule site visits.			
<input type="checkbox"/> Same as Customer/Facilities Information <input type="checkbox"/> Same as Applicant Information			
Contact Name			
Title		Company Name	
Day Phone	Cell Phone	Email	
Address 1			
Address 2			
City	State	Zip	

Decision Maker			
A decision maker is an individual at the facility who determines the energy projects to pursue.			
<input type="checkbox"/> Same as Customer/Facilities Information <input type="checkbox"/> Same as Applicant Information <input type="checkbox"/> Same As Site Contact			
Contact Name			
Title		Company Name	
Day Phone	Cell Phone	Email	
Address 1			
Address 2			
City	State	Zip	

Payee			
An individual or entity to whom the incentive check should be mailed. If Customer seeks to assign its right to receive the incentive payment to Applicant, it must authorize the same via a separate signature on the last page of this Application. The W-9 submitted with this application must match the payee listed below.			
Check to be made out to:			
Company Name (if different from above)			
Day Phone	Cell Phone	Email	
Address 1			
Address 2			
City	State	Zip	

Proposed Project Type

What systems are associated with the proposed project?
 (refer to 2019 Program Manual and Technical Requirements for the Demand Management Program for more details on each)

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

Thermal Energy Storage	Peak Demand Reduction (kW)	Annual Electric Savings (kWh)	Total Project Cost (\$)
Battery Storage	Peak Demand Reduction (kW)	Annual Electric Savings (kWh)	Total Project Cost (\$)
Control Strategy Implementation	Peak Demand Reduction (kW)	Annual Electric Savings (kWh)	Total Project Cost (\$)
Chillers, HVAC, & Refrigeration	Peak Demand Reduction (kW)	Annual Electric Savings (kWh)	Total Project Cost (\$)
DR Enablement Controls	Peak Demand Reduction (kW)	Annual Electric Savings (kWh)	Total Project Cost (\$)
DR Enablement Back-up Generator	Peak Demand Reduction (kW)	Annual Electric Savings (kWh)	Total Project Cost (\$)
Fuel Switching: Non-Electric Cooling	Peak Demand Reduction (kW)	Annual Electric Savings (kWh)	Total Project Cost (\$)
Other (please specify)	Peak Demand Reduction (kW)	Annual Electric Savings (kWh)	Total Project Cost (\$)

Project Timeline

If there are more than two projects, please provide schedule information for the same milestones on a separate page.

Receive All Major Equipment	Date:
Start Construction	Date:
Estimated Completion Date	Date:

Program Rules, Terms and Conditions

PROGRAM RULES

ELIGIBILITY:

Incentives are available for energy efficiency and peak demand reduction measures installed in the existing facilities of Customers in good standing. New York Power Authority (NYPA) customers are eligible to participate in the Program. **QUALIFYING PROJECTS:** Qualifying projects that are eligible for Program incentives will include the installation of electric energy efficiency and demand management measures identified as eligible and approved by Con Edison. Projects will be selected for an award in accordance with the rules described in the Program Manual and Technical Requirements, which are incorporated by reference herein and form a part hereof. Con Edison may modify the Program Manual and Technical Requirements from time to time in its reasonable discretion and participants will be notified of the changes via e-mail.

Projects are expected to achieve "Peak Demand Reduction" (kW) for a minimum of 10 years (the "Commitment Period"). Peak Demand Reduction is defined by measure type in the Program Manual and Technical Requirements and occurs between the hours of 2pm and 6pm on days when (i) Con Edison initiates demand response events as part of its Commercial System Relief Program (CSR) or similar program if CSR no longer exists or (ii) the New York Independent System Operator (NYISO) initiates a demand response event as part of its Emergency Demand Response Program (EDRP), Installed Capacity Special Case Resources (ICAP-SCR) Program or similar program if ICAP-SCR or EDRP no longer exists. Reductions will be required on days when demand response events occur, Monday through Friday, from June 1 through September 30, excluding federal holidays. Customers receiving incentives for Demand Response Enablement (as defined in the Program Manual and Technical Requirements) will be required to participate in the NYISO's ICAP-SCR Program or similar program if ICAP-SCR no longer exists. All program requirements must be satisfied to qualify for incentives. Applicants/ Customers utilizing equipment with an anticipated service life of less than ten

(10) years acknowledge and agree that they are responsible to maintain the equipment and replace components that fail during the 10 year Commitment Period with components of equal or greater energy efficiency ratings. Qualifying projects must have a Peak Demand Reduction of 1 kW or greater in a given facility in order to qualify for an incentive. The calculation of Peak Demand Reductions shall be determined using a baseline of existing site conditions, the New York State Technical Resource Manual, or ASHRAE standards, where applicable. Project baseline conditions may be verified by a pre-installation inspection and may require post-installation measurement and verification ("M&V"). Con Edison will determine and deploy the appropriate required verification process. Qualifying projects may not 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 for incentives unless indicated otherwise in the Program Manual and Technical Requirements. 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.

QUALIFICATION FOR INCENTIVES FROM MULTIPLE PROGRAMS: Projects receiving incentives from other programs (other than Con Edison's and NYISO's demand response programs and the Brooklyn Queens Demand Management program) are not eligible for participation in the Program.

INCENTIVE AMOUNTS:

Con Edison will select projects and pay incentives applicable thereto in accordance with the process described in the Program Manual and Technical Requirements. Incentives payable in respect of energy savings or demand reduction achieved by any measure or equipment shall not exceed the amounts allocable thereto in the Program Manual and Technical Requirements. Further, the total amount of incentives payable in respect of a qualifying project is subject to a maximum limitation, as described in the Program Manual and Technical Requirements. Con Edison's determination of incentive amounts is 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. For Applications submitted by third parties, Con Edison may request documentation of the third party's authority to bind a Customer, including any executed agreement between the third party and the Customer.

APPLICATION PACKAGE REVIEW AND INSPECTION:

Con Edison will review all Applications and for completeness and accuracy. As part of this review, Con Edison and/or its contractors may conduct an on-site inspection and/or pre-installation metering of a facility's existing equipment and systems. If a proposed project does not meet Program criteria, Con Edison will notify the Applicant that the Application has been rejected. To be eligible for an incentive, a pre-installation inspection or M&V may be performed to validate baseline conditions before the Applicant installs qualifying equipment. Con Edison reserves the right to reject any Applicant's estimate of energy savings, Peak Demand Reduction, or project cost. The Customer and Applicant each understand that the estimated incentive amount included in any preliminary 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 and kWh of savings achieved (as indicated below), but will not exceed the amount set forth in the preliminary incentive offer unless Con Edison has funding available and elects to pay incentives for savings acquired beyond original estimates in its sole discretion. The incentives are further subject to an overall maximum limitation, as described in the Program Manual and Technical Requirements incorporated herein by reference. Con Edison shall be entitled to receive a full or partial refund of incentives paid if the project is not actually and properly installed or fails to satisfy the energy savings and/or Peak Demand Reduction verified in the post-installation inspection (subject to normal degradation) for the time window prescribed in this Agreement during the Commitment Period. If the project scope changes at any time prior to completion, the Customer must submit to Con Edison a completed Project Scope Change form that can be obtained by emailing demandmanagement@coned.com. The Customer may not proceed with a revised scope without Con Edison's prior approval. Any unauthorized changes in scope may result in disqualification of the project and rescission of the preliminary incentive offer or changes to the amount of the preliminary incentive offer.

INSTALLATION TIME LIMITS:

All projects must be installed and operational by the dates stipulated in the Program Manual and Technical Requirements. Failure to meet these dates may result in denial of Program incentive payments.

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

Con Edison or its contractor will conduct pre- and post-installation inspections and M&V activities determined on a project-by-project basis. When the installation of all of the Project's equipment is complete, the Applicant must notify Con Edison in writing and submit the Completion Certificate (in the form provided by Con Edison) together with itemized invoices marked "PAID", specifying the equipment quantity, purchase date and delivery date, installation costs and applicable taxes. The invoices should include those from manufacturers or distributors for the major equipment, and from contractors or major subcontractors. Con Edison or its contractor will schedule and conduct a post-installation inspection, and further M&V if required to verify performance. The Customer must be available to schedule a post-installation inspection within ten (10) business days of being contacted by Con Edison. The actual incentive amount payable by Con Edison will be determined based upon the actual energy savings and/or demand reductions achieved, as validated by inspection and/or M & V performance data, but will not exceed the estimated amount set forth in the preliminary incentive offer letter provided by Con Edison unless additional Program funding is available, in which event Con Edison may pay incentives for savings acquired beyond original estimates as it determines in its sole discretion. Performance data from projects requiring further M&V will be reviewed and verified before the determination of the final incentive payment. Customer's failure to cooperate with M&V activities may result in reduction or complete forfeiture of incentive payments. Incentive checks will be issued after receipt of all proper invoices and installation performance verification. Con Edison 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:

Con Edison is not responsible for any taxes that may be imposed on the Customer and/or Applicant as a result of projects installed or incentives received under this Program. Participants may wish to consult with a tax advisor regarding any tax consequences of this offer. Customer and Applicant must provide their valid Federal Tax ID Number and a W-9 form to Con Edison. 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:

Con Edison shall have sole discretion to determine all matters pertaining to the Program, including, but not limited to, Customer and project eligibility, the amount of energy savings and/or Peak Demand Reduction credited, and the amount of incentives payable. Con Edison may elect to waive any program requirement as to any Applicant/Customer in its discretion and any such waiver shall not affect Con Edison's or any other Applicant's or Customer's rights under any other program agreement or any future exercise by Con Edison of any right or privilege as to such Applicant/Customer with respect to the Program.

PROGRAM CHANGES:

Con Edison reserves the right to change, or terminate the Program at any time and for any reason without any liability to Customer and Applicant except as expressly stated herein. Con Edison will honor all written commitments made in any preliminary incentive offers delivered to Customers prior to the date of any change or termination of the Program, provided that the applicable project installation is fully completed within the period required by this Agreement and otherwise satisfies the requirements of this Agreement and such preliminary incentive offer. Any changes to the Program, including those effectuated through changes to the Program Manual and Technical Requirements, will be binding upon Applicant/ Customer as of the date of their adoption, except to the extent such changes conflict with Con Edison's written commitments contained in any preliminary incentive offer, in which event which written commitments shall govern and control.

PROGRAM EXPIRATION:

Enrollment for this Program will end on the day indicated in the Program Manual and Technical Requirements incorporated herein, when funds are depleted, or when the Program is terminated, whichever occurs first.

TERMS AND CONDITIONS**INSTALLATION REQUIREMENTS:**

The Customer and Applicant assume full responsibility for all installation work, and acknowledge that all work must be performed in full compliance with all applicable law, rules and regulations.

DISCLAIMER: Applicant's and Customer's submission of this Application and, if applicable, participation in the Program are completely voluntary. Neither Con Edison nor its affiliated entities nor their respective trustees, directors, officers, shareholders, employees, contractors, representatives or agents shall be liable to the Customer or the Applicant or any other person or entity in respect of any claim, charge, complaint, cause of action, damage, loss or liability of any kind or nature whatsoever, whether known or unknown and whether at law or in equity, arising out of or related to (a) any qualifying project undertaken or attempted to be undertaken by the Customer or the Applicant, including, without limitation, the removal, installation or use of any equipment or demand reduction measure installed in connection with the Program, (b) the review, rejection or approval of this Application and/or worksheets by Con Edison or its contractors, or (c) the determination of the total incentive amounts due to the Applicant and/or the Customer.

NO REPRESENTATIONS OR WARRANTIES: NONE OF CON EDISON, ITS CONTRACTORS, REPRESENTATIVES OR AGENTS, MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE PROGRAM, ANY PROJECT, THE ADEQUACY OF ANY PROJECT DESIGN, PLAN, ENERGY EFFICIENCY OR DEMAND MANAGEMENT MEASURE OR EQUIPMENT, CONSTRUCTION OR INSTALLATION OR THE AMOUNT OF INCENTIVES TO BE PAID, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. 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 SHALL CON EDISON OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE CONTRACTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS BE RESPONSIBLE TO THE APPLICANT OR CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, 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 Con Edison, its affiliated entities, and their respective past, present and future officers, directors, trustees, stockholders, employees, agents, contractors, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against 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 (collectively, "Claims") 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); in each case, except for Claims seeking to enforce the provisions of this Agreement and any preliminary incentive offer duly executed and delivered by Con Edison. Con Edison recommends 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 Con Edison determines that the proposed project does not meet the requirements of the Program. The Customer and Applicant understand that payment of any incentive amounts is contingent on satisfying 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, New York 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.

INFORMATION SHARING:

Con Edison may provide Customer information including Customer name, account number, electric and/or gas consumption data, and electric and/or gas energy savings to third-party contractors for research purposes and to the New York State Department of Public Service ("DPS"), the New York State Energy Research and Development Authority (NYSERDA) or other governmental or regulatory authorities upon request. By its participation in the Program, Applicant and Customer consent to the disclosure and use of its information as described herein.

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 hereunder and the benefits and risks of participation in the Program.

ASSIGNMENT:

This Program Agreement may not be assigned by Applicant/Customer without Con Edison's prior written consent, which it may grant or withhold in its discretion, and any attempted assignment made without such consent shall be void.

Account Holder Assignment of Rights to Incentive to Applicant

Note: This section is only required to be completed if the Customer is authorizing Con Edison 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 and Title (please print)	Account Holder Signature	Date
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Agreement and Signature (Required for all Applications)

I certify that all statements made in this Application (including, if applicable, those contained in any Preliminary Application that have not been superseded hereby, which I understand are incorporated by reference herein and form a part hereof, notwithstanding any statements to the contrary contained in the Preliminary Application) and in all documents provided pursuant hereto and thereto (to the extent not superseded by documents submitted herewith) are true and correct in all respects. I agree to the terms and conditions of the Program set forth in this Application and in the Program Manual and Technical Requirements. *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.)*

Account Holder Name and Title (please print)	Account Holder Signature	Date
Applicant Name and Title (please print)	Applicant Signature	Date