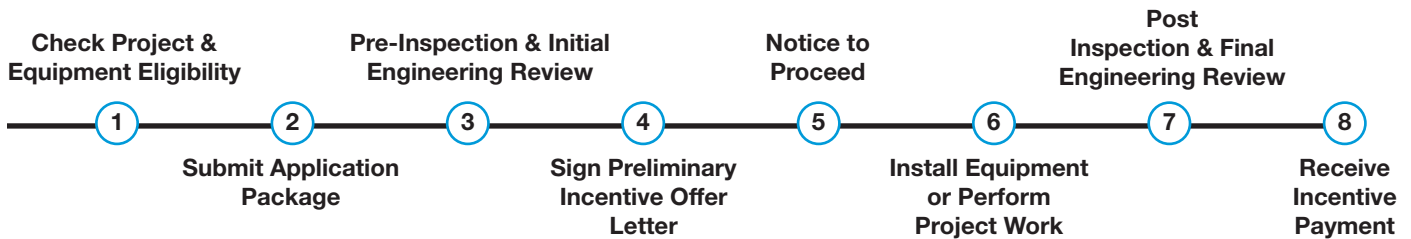


# Commercial & Industrial Energy Efficiency Program Application

## Prescriptive and Custom Incentives

### How to Apply



#### 1. Check Project & Equipment Eligibility

All installed equipment must meet or exceed program requirements described in the [program manual](#).

#### 2. Submit Application Package

The package must include:

- Completed program application
- Con Edison tool or custom analysis
- Cut sheets or technical support details as specified by the program manual
- W-9 of the incentive recipient

#### 3. Sign Preliminary Incentive Offer Letter

Sign and return document within 30 days.

#### 4. Pre-Inspection & Initial Engineering Review

We will inspect the pre-existing condition of your site.

#### 5. Notice to Proceed

The Notice to Proceed, which allows 90 days to complete and submit your project completion paperwork, must be obtained *before* starting your project.

If your project will require more than 90 days, please contact the program team.

#### 6. Install Equipment or Perform Project Work

Once you have completed the project, please submit:

- Signed completion form
- Final project invoices and receipts for custom projects—prescriptive projects require invoices only upon request

#### 7. Post Inspection & Final Engineering Review

We will inspect the new condition of your site.

#### 8. Receive Incentive Payment

Once your savings are finalized, an incentive check will be mailed to you or your participating contractor.

**Program Eligibility**

Conditions for eligibility (all must be met to participate):

1. The customer of record listed on the application must be directly metered commercial or industrial customer (excluding multifamily buildings) with >100kW average peak demand on a rolling 12-month basis and paying into the EE tracker (as defined below in the Terms and Conditions)
2. The customer listed below must not have received an incentive from Con Edison, NYSERDA or another utility for the same measure(s).
3. For gas projects, all customers with firm gas heating accounts and interruptible accounts (Rate 1 or 2) are eligible.
4. Project must be in an existing facility (new construction is not eligible for this program).
5. Equipment must be installed after customer signs and submits a signed preliminary Incentive Offer Letter from Con Edison, allows for a pre-installation inspection, and receives a Notice to Proceed from Con Edison.

**Questions?**

Email [Commercial@conEd.com](mailto:Commercial@conEd.com)

**Con Edison Account Holder Information**

Account Name (as shown on your Con Edison bill):		Con Edison Account Number (15 digits):	
Contact Name:	Title:	Email:	
Mailing Address:	City:	State:	Zip:
Office Phone:	Cell Phone:		
How did you hear about the program?	<input type="checkbox"/> Participating Contractor	<input type="checkbox"/> Event/Seminar	<input type="checkbox"/> Email
	<input type="checkbox"/> Online Search	<input type="checkbox"/> Sales Rep	<input type="checkbox"/> Other
<input type="checkbox"/> If the incentive check should be sent to the <u>account holder</u> at a different mailing address than shown above, please mail the incentive check to:			
Contact Name:			
Mailing Address:	City:	State:	Zip:

**Site Information**

Service Address:	City:	State:	Zip:
Square Footage:	Number of Floors:	Year Built:	

**Participating Contractor Information (if applicable)**

Company Name:		
Contact Name:	Title:	Email:
Office Phone:	Cell Phone:	Federal Tax ID:

**Payee Authorization** (The account holder may designate another entity to receive the incentive check, which may include participating contractors in good standing with Con Edison).

The account holder hereby authorizes the incentive check to be paid directly to the entity referenced in the payee section below. If this box is checked, the account holder must sign here; this signature must match the signature at the end of this application. The entity being paid must provide its W-9. Only the Con Edison account holder may sign and submit this application.

Payee Name (please print):	Title (please print):	Payee Company Name:	Payee Address:
Account Holder Name (please print):	Title (please print):	Account Holder Signature:	Date:

**Proposed Project Information**

Check One  Gas  Electric

What systems are associated with the proposed project?

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Boilers                   | <input type="checkbox"/> Domestic Water Heating | <input type="checkbox"/> Process Upgrades                                |
| <input type="checkbox"/> Building Controls and EMS | <input type="checkbox"/> Elevators              | <input type="checkbox"/> Pumps, Fans, Piping, and Ducts<br>Refrigeration |
| <input type="checkbox"/> Building Envelope         | <input type="checkbox"/> Furnaces               | <input type="checkbox"/> VFDs  |
| <input type="checkbox"/> Chillers                  | <input type="checkbox"/> Lighting               | <input type="checkbox"/> Other   |
| <input type="checkbox"/> Compressed Air            | <input type="checkbox"/> Lighting Controls      |  |

Age of Equipment Being Upgraded:	Would you like to apply for additional incentives for Early Replacement or Extended Life? <input type="checkbox"/> Yes <input type="checkbox"/> No	Are you completing this project because of Con Edison incentives? <input type="checkbox"/> Yes <input type="checkbox"/> No
----------------------------------	---	---

Summary of Scope:

**Application Requirements**

- |  |  |
|--|--|
| <input type="checkbox"/> W-9 of the payee  | <input type="checkbox"/> Customer Proposal |
| <input type="checkbox"/> Con Edison Tool or custom analysis  | <input type="checkbox"/> Statement of Work |
| <input type="checkbox"/> Cut sheets or technical specifications as described in the program manual |  |

**Estimated Installation/Completion Date**

Installation Start Date:	Date of Completion Paperwork Submission:
--------------------------	--

**Estimated Savings**

kWh:	kW:	therms:
------	-----	---------

## Terms and Conditions

**ELIGIBILITY:** Consolidated Edison Company of New York, Inc.'s (Con Edison's) Commercial and Industrial Efficiency Program offers incentives to directly metered electric and gas nonresidential customers in good standing who contribute to the EE Tracker. EE Tracker is a New York State-mandated fund for initiatives focused on environmental and other public policy programs such as energy efficiency. Incentives are available to property owner/lease holder (tenant)/property manager for the purchase and installation of energy-efficiency measures at the location where the qualifying project is to be installed. Con Edison will not offer financial incentives for the same eligible measure to those customers who have received financial incentives or rebates from the New York State Energy Research and Development Authority (NYSERDA) and/or another electric or gas utility company. Accordingly, customer represents and warrants to, and covenants and agrees with, Con Edison that it has not received and will not receive any financial incentive or rebate from any other person or entity with respect to the measure(s) identified in this Application and in any Preliminary Incentive Offer or Notice to Proceed issued by Con Edison in connection herewith.

**QUALIFYING PROJECTS:** Qualifying projects are projects eligible for program incentives that include electric or gas energy-efficiency measures identified as eligible and site-specific custom energy-efficiency measures approved by Con Edison. Qualifying projects do not include any electric or gas energy-efficiency measures or energy-efficiency equipment or services purchased, contracted for, or installed prior to the date of Con Edison's Preliminary Incentive Offer, the date of any required pre-installation inspection or the date of customer's receipt of a Notice to Proceed.

**FINANCIAL INCENTIVES:** The basis for determining the amount of the financial incentive for which qualifying projects are eligible are set forth in the New York Standard Approach for Estimating Energy Savings from Energy Efficiency Measures in Commercial and Industrial Programs, as in effect from time to time. Con Edison's determination of incentive amounts is final.

**APPLICATION AND WORKSHEETS:** Eligible customers must submit completed applications and other required documentation as described elsewhere in this application for all proposed qualifying projects. Electronic signatures will have the same force and effect as original signatures.

**APPLICATION REVIEW AND INSPECTION:** Con Edison will review all applications and accompanying documentation for eligibility, completeness, and accuracy. As part of this review, Con Edison may conduct an on-site inspection of a facility's existing equipment and systems. After completing review of the application and determination of eligibility, Con Edison will send a Preliminary Incentive Offer to each qualifying customer accepted for the program, specifying the estimated incentive amount. The customer must sign and return the Preliminary Incentive Offer that includes an estimated project end date. If any proposed project does not meet program requirements, Con Edison will notify the customer that its Preliminary Incentive Offer has been rejected. To be eligible for an incentive, a customer must receive and counter-sign a Notice to Proceed from Con Edison, and any required pre-installation inspection must be completed, before customer orders, purchases, or installs qualifying equipment. Con Edison reserves the right to reject any estimates. Customer understands that the estimated incentive amount identified in any Notice to Proceed is an estimate only and may not reflect the actual amount payable to customer upon completion of a qualifying project.

**INSTALLATION TIME LIMITS:** Installation time limits will be stated in the Notice to Proceed. Any changes to specified time limits must be requested in writing and agreed to by Con Edison in writing. Failure to meet approved deadlines may result in denial of incentive payments. Con Edison may elect to conduct pre- and/or post-installation inspections.

**FINAL INSPECTION AND INCENTIVE PAYMENT:** When installation is completed, customers must notify Con Edison in writing and submit invoices specifying the quantity and cost of all materials purchased and installed, the date ordered, the date purchased, the date delivered, installation costs, and applicable taxes. Con Edison, in its sole discretion, may schedule and conduct a post-installation inspection. The actual incentive amount will be determined based upon the inspection and may vary from original estimates. Incentive checks will be sent approximately six weeks after receipt of all proper invoices and verification of all installations. Checks will be payable directly to the Con Edison account holder unless

otherwise indicated in the Payee Authorization section of this application. Customer agrees that 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 its third-party evaluation contractor for program evaluation purposes. The evaluation contractor will keep customer information confidential. With advance notice to the customer, following completion of the project and in order to provide Con Edison with an opportunity to review the operation of the energy-efficiency measures for program evaluation purposes, the customer agrees to cooperate with any effort by Con Edison or its contractors and subcontractors, to make or to have made follow-up visits to customer facilities, and the customer shall provide building energy system data, supporting documentation, and otherwise cooperate fully in support of this effort. Customer information may also be provided to the New York State Public Service Commission. Any customer information provided to the New York State Public Service Commission will be aggregated with information about other customers and not personally identifiable.

**TAX LIABILITY and CREDITS:** Con Edison is not responsible for any taxes which may be imposed on the customer or business as a result of projects installed under this program. The incentive check recipient may want to consult a tax advisor about any tax consequences of this offer. The incentive check recipient must provide a valid federal tax ID number and a W-9 form.

**REMOVAL of EQUIPMENT:** The applicant agrees, as a condition of participation in the program, to remove and dispose at its sole cost and expense any and all equipment or materials that are replaced or removed in accordance with all applicable laws, rules, and regulations.

**DISPUTES:** Con Edison will have sole discretion to decide on the final resolution of any issues including but not limited to energy savings, projects, eligibility, or incentives.

**PROGRAM CHANGES:** Con Edison reserves the right to change, modify, or terminate this program at any time without any liability except as expressly stated herein. Con Edison will honor all written commitments made in the Notice to Proceed sent to customers prior to the date of any change, modification or termination of this program, provided project installations are fully completed within the time specified in the Preliminary Incentive Offer and Notice to Proceed.

**PROGRAM EXPIRATION:** This program will expire December 31, 2021, when funds are depleted, or when the program is terminated, whichever occurs first or as determined by program management.

**DISCLAIMER:** Customer acknowledges and agrees that Con Edison shall not be liable to customer or any other person or entity in connection with any qualifying project undertaken by customer, including in connection with Con Edison's review or approval of this application and/or worksheets. Con Edison makes no representation or warranty, and undertakes no responsibility whatsoever concerning the adequacy of any project design or plan, any construction or installation work, the completion of any project or the performance of any energy efficiency measures or equipment. To the fullest extent permitted by law, customer, on behalf of itself and any other person or entity claiming by and through customer, hereby irrevocably and unconditionally releases and forever discharges, and agrees to defend, indemnify, and hold harmless Con Edison, its affiliates, and their respective past, present and future officers, directors, trustees, stockholders, employees, agents, representatives, successors and assigns, from any and all claims, charges, complaints, causes of action, damages, losses, agreements and liabilities of any kind or nature arising from the design, installation or performance of any energy efficiency measure or equipment purchased or installed in connection with the program (including without limitation, claims for personal injury, death or property damage) or related to energy costs incurred by customer, including, without limitation, attorneys' fees, court costs and costs of experts. Accordingly, Con Edison, its representatives recommend that all customers consider engaging qualified engineers or other qualified consultants to evaluate the risks and benefits, if any, of such implementation and use on energy consumption, cost savings, or operation of customers' facilities.

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

## Application Requirements

I certify that all statements made in this application package (including supplemental documents) 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. I understand that if any services performed or equipment intended to be used in connection with the proposed project listed on this application are ordered, purchased, or installed before written approval is received from Con Edison in the form of a Notice to Proceed, the proposed project will not qualify for an incentive. I also understand that my right to receive any incentive payment is conditioned upon the truth and accuracy of the representations and warranties I have given herein and my compliance with program requirements.

Customer or Authorized Representative Name ( <i>please print</i> ):	Title ( <i>please print</i> ):	Date:
Authorized Signature:	Company Name:	