

Appendix B

TIER II- CUSTOM PATH-TECHNICAL STUDY

Application and Instructions



Appendix B
Custom Path -Technical Study (TIER II)
Program Application and Instructions
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Instructions:

Step 1: Complete the Application Form.

Step 2. Include a copy of your Technical Study plus appropriate equipment cost estimates and technical specifications. *Missing information will hold up the processing of your application.*

Step 3: Mail the Application, completed Technical Study, and ALL required documentation to:

NYSERDA
ATTN: Enhanced C/I Performance Program Project Coordinator
17 Columbia Circle
Albany, NY 12203-6399

If you have questions about the **New York Energy SmartSM** Enhanced C/I Performance Program contact NYSERDA at toll free at 1-866-NYSERDA (1-866-697-3732); fax: 518-862-1091; or e-mail: info@nyserda.org.

Required Documentation: The following information **MUST be included with your Application:**

- Application Form** Complete the application, and carefully read the Tier II Terms and Conditions.
- Estimates** for planned equipment with **Technical Specifications Sheets**.
- Technical Study**.

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To the Applicant: All REQUIRED fields must be completed in order for your application to be accepted for review by NYSERDA.

<p>Describe your project (Required): (check all that apply)</p> <p><input type="checkbox"/> Electric efficiency measures (Attach Appendix B)</p> <p>For Con Edison firm gas customers only:</p> <p><input type="checkbox"/> Gas efficiency measures (Attach Appendix B)</p> <hr/> <p><input type="checkbox"/> Check here if you are applying for financing under the New York Energy SmartSM Loan Fund</p> <p>Name of Borrower: _____</p>	<p>Note: Application and equipment purchase requirements.</p> <p><input type="checkbox"/> Pre-Approval - For NYSERDA review prior to purchasing electric or gas efficiency measures</p>
<p>General Project Information (Required):</p> <p>Check One: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant/leaseholder</p> <p>Applicant/Company Legal Name _____</p> <p>Federal ID No. (or SSN) _____</p> <p>Address 1 _____</p> <p>Address 2 _____</p> <p>City _____ State _____ Zip+4 _____</p> <p>Contact Name _____</p> <p>Day Phone () _____ Fax () _____</p> <p>E-Mail _____</p>	<p>Project Contact Information (Optional):</p> <p>(To be completed only if you want a vendor or other third party to be the main point of contact for the project)</p> <p>Project Firm Name: _____</p> <p>Project Contact Name: _____</p> <p>Address 1 _____</p> <p>Address 2 _____</p> <p>City _____ State _____ Zip+4 _____</p> <p>Day Phone () _____ Fax () _____</p> <p>E-Mail _____</p>
<p>Project Description (Required): <input type="checkbox"/> Planned replacement</p> <p><input type="checkbox"/> New equipment for new process <input type="checkbox"/> Unexpected replacement</p> <p>Total square footage of building _____ sq. ft.</p>	<p>Market Sector (Required):</p> <p><input type="checkbox"/> Commercial - Wholesale/Retail <input type="checkbox"/> Education - K-12</p> <p><input type="checkbox"/> Industrial/Manufacturing <input type="checkbox"/> Education - College/Univ</p> <p><input type="checkbox"/> Agriculture & Forestry <input type="checkbox"/> Local Government</p> <p><input type="checkbox"/> Multifamily (>four units) <input type="checkbox"/> State Government</p> <p><input type="checkbox"/> Not-for-profit <input type="checkbox"/> Federal Government</p> <p><input type="checkbox"/> Health Care</p>
<p>Building Name (Required): _____</p> <p>Address 1 _____</p> <p>Address 2 _____</p> <p>City _____ State _____ Zip+4 _____</p>	<p>Con Edison Rate Classification: (Required for gas incentive applications only)</p> <p><input type="checkbox"/> SC1 <input type="checkbox"/> SC13</p> <p><input type="checkbox"/> SC2 <input type="checkbox"/> SC9 firm transportation customer</p> <p><input type="checkbox"/> SC3</p> <p>Con Edison Account No. (Required) _____</p> <p>Natural Gas Supply Company (if different) _____</p>
<p>Electric Utility Provider (Required):</p> <p><input type="checkbox"/> Central Hudson Gas & Electric Corporation</p> <p><input type="checkbox"/> Rochester Gas and Electric Corporation</p> <p><input type="checkbox"/> New York State Electric & Gas Corporation</p> <p><input type="checkbox"/> Consolidated Edison Company of New York, Inc.</p> <p><input type="checkbox"/> Orange and Rockland Utilities, Inc.</p> <p><input type="checkbox"/> National Grid</p> <p>Electricity Utility Account No. (Required) _____</p> <p>Electric Supply Company (if different) _____</p>	

To the Applicant: All REQUIRED fields must be completed in order for your application to be accepted for review by NYSERDA.

Correspondence and incentive payment information (Required):

Note: Payment shall only be made to the Applicant.

Federal Tax ID No. _____

or
Social Security Number _____
(for individuals)

Applicant/Company Name: _____

Attention: _____

Address 1 _____

Address 2 _____

City _____ State _____ Zip+4 _____

Certification (Required): The Undersigned certifies that I am the Applicant, as defined in the Application Requirements of PON 1101, and that:

- All information in the Application, including all attached documentation, is true and complete to the best of my knowledge and belief.
- I have the authority to make and install the proposed improvements as identified in the Application.
- I understand and agree to the Terms and Conditions set forth in this Application, including Appendix B of PON 1101.
- I am not currently, nor will in the future, be receiving incentives for the same energy efficiency measures at this building location, under both the Enhanced C/I Performance Program and NYSERDA's New Construction or Peak Load Reduction Programs or NYSERDA Con Edison System-Wide Program or Con Edison (utility sponsored program).
- The facility where the improvements will be made is assessed the System Benefits Charge by one of the following entities: Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, National Grid, Orange and Rockland Utilities, Inc., or Rochester Gas and Electric Corporation; or assessed the Monthly Adjustment Clause by Consolidated Edison Company of New York, Inc; or assessed the Monthly Rate Adjustment under rate classifications SC1, SC2, SC3, SC13 or SC9 firm transportation customers in Con Edison gas territory.

Applicant/Company Name

Print Name & Title

Signature

Date

APPLICANTS MUST SIGN & DATE THE CERTIFICATION BEFORE SUBMITTING TO NYSERDA. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED. FUNDING AVAILABLE ON A FIRST-COME, FIRST-SERVED BASIS, OR UNTIL FUNDS ARE COMMITTED, WHICHEVER OCCURS FIRST.

NYSERDA USE ONLY		ECIPP Application Number: _____
PM Approvals	PON 1101 Pre-approval Amount: _____	PON 1101 Payment Amount: _____
	Project Manager _____ Date _____	Project Manager _____ Date _____
	Program Manager _____ Date _____	Program Manager _____ Date _____
Finance	Finance Manager _____ Date _____	Vendor Number: _____

Tier II Appendix B Custom Path -Technical Study Application

Custom Electric

Energy Conservation Measure Information			(1)	(2)	(3)	(4)	(5)
No.	Code (NYSERDA USE)	Measure Description	Annual Electric Savings: (kWh)	Annual Energy Cost Savings (\$)	Total Cost of Installed Custom Improvement	Incremental Cost of Custom Improvement	Simple Payback (yrs)
1							
2							
3							
4							
TOTALS							

Summer Coincident On-Peak Demand Savings _____

ESTIMATED INCENTIVES (\$0.02/kWh) * Annual Electric Savings (_____) = \$ _____

1) Represents the estimated annual electric savings (kWh) of the proposed custom electric improvement.

(2) Represents the estimated annual electric energy cost savings of the proposed custom electric improvement, using average electric costs (\$/kWh).

(3) Represents the estimated total cost of the custom improvement.

(4) If applicable, represents the cost of the energy efficiency equipment minus the cost of the standard equipment. (Energy efficiency equipment must exceed both standard practice and the minimum requirements of the current Energy Conservation Construction Code of New York)

(5) Calculate the estimated Simple Payback. Column 4/Column 2, if only standard equipment is applicable, then Column 3/Column 2.

Custom Path-Technical Study - Tier II- TERMS AND CONDITIONS

1. Incentives

Subject to these Terms & Conditions, New York State Energy Research and Development Authority ("NYSERDA") will pay incentives to eligible applicants for the installation of energy efficiency measures (EEMs) as described in Appendix B.

2. Eligibility

(a)(i) **New York Energy SmartSM Enhanced C/I Performance Program** is available to electricity distribution customers paying the System Benefits Charge to one of the following utilities: Consolidated Edison Company of New York, Inc., Central Hudson Gas & Electric Corp., National Grid, New York State Electric & Gas Corporation, Orange and Rockland Utilities, Inc., and Rochester Gas and Electric Corporation who are the owner or tenants/leaseholders of the subject building.

And/Or

(a)(ii) **New York Energy SmartSM Enhanced C/I Performance Program** is available to Con Edison gas distribution customers who are assessed the Monthly Rate Adjustment (MRA) applicable to all Con Edison firm gas customers under rate classifications SC 1, SC 2, SC 3, SC 13 and any corresponding SC 9 firm transportation customers.

(b) Only EEMs can be installed in a commercial, institutional, industrial, agricultural, governmental, and multifamily buildings of 5 or more residential units, which are located in the utility service territories and property classes listed in 2(a) above.

3. Post-Installation Verification

If NYSERDA determines that the EEMs are not installed in a manner that is consistent with the purpose of achieving energy savings, or if the installation is not consistent with generally accepted good engineering practices, NYSERDA may require changes before making any payments.

4. Incentive Amounts

Notwithstanding any other provision of these Terms and Conditions, NYSERDA reserves the right to seek a refund for incentives paid if, at any time, it learns that the agreed-to EEMs were not actually or properly installed or have subsequently been disconnected.

5. Cost of Equipment

The applicant shall provide NYSERDA with copies of all invoices (including all materials, labor, and equipment discounts) reflecting the costs of purchasing the EEMs in the project. The invoices shall include a breakdown of all EEMs purchased for installation under this Agreement (the Application and the Program Terms and Conditions). In addition, NYSERDA may request any other reasonable documentation or verification of the cost to the applicant of purchasing and installing the EEM or other reasonable documentation to determine the incentive payment is appropriate.

6. Incentive Payments

NYSERDA shall pay the incentive, upon receipt of applicant's invoice in accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy after NYSERDA has received all required documentation and verified satisfactory conformance with program requirements.

7. Follow-up Visits

(a) NYSERDA reserves the right to make a reasonable number of post-installation follow-up visits to applicant's project during the 24 months following the completion date of the project. Such visit(s) will be at a time convenient to the applicant, and made with at least one week advance notice to the applicant by NYSERDA.

(b) The purpose of the follow-up visit(s) is to provide NYSERDA with an opportunity to evaluate the installed EEMs in order to determine the actual kW reduction and energy savings for program evaluation purposes and to verify program compliance.

8. Limited Scope of Review

The scope of review by NYSERDA of the installation of the EEMs is limited solely to determining whether criteria set forth in the Application have been met, and does not include any kind of safety, health or other review.

9. Changes in the Program

The program and these Terms & Conditions may be changed by NYSERDA at any time without notice. Applications, however, will be processed to completion under the Terms & Conditions in effect at the time of the approval by NYSERDA.

10. Indemnification

The applicant shall protect, indemnify, and hold harmless NYSERDA and the State of New York from, and against, all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon, or incurred by, or asserted against, NYSERDA or the State of New York resulting from, arising out of or relating to the performance of this Agreement. The obligations of the applicant under this section shall survive any expiration or termination of this Agreement.

11. No Warranties

(a) NYSERDA does not endorse, guarantee, or warrant any particular manufacturer or product, and NYSERDA provides no warranties, expressed or implied, for any product or services. The applicant's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, manufacturers, etc.

(b) The applicant acknowledges that neither NYSERDA nor any of its consultants are responsible for assuring that the design, engineering, construction, or installation of the EEMs is proper or complies with any particular laws (including patent laws), codes, or industry standards.

(c) NYSERDA does not make any representations of any kind regarding the results to be achieved by the EEMs or the adequacy or safety of such measures.

12. Limit of Incentive Payments

NYSERDA reserves the right, for any reason, to stop approving incentive applications at any time without notice.

13. Release by the Applicant

The acceptance by the applicant of final payment shall release NYSERDA from all claims and liability the applicant, its representatives, and assigns might otherwise have relating to this Agreement.

14. Title to Equipment

Title to all of the equipment purchased under this Agreement shall vest with the applicant.

15. Application does not Entitle Applicant to Participate

Submission of a completed Application does not entitle the applicant to program participation.

16. Vendor Selection

NYSERDA acknowledges that the applicant may select any vendor or contractor to perform the work contemplated by this Application, even after the Application is submitted for approval by NYSERDA. NYSERDA expects the applicant to competitively procure products and services related to this Agreement. Notwithstanding the foregoing, the applicant acknowledges that NYSERDA has the right not to allow a vendor or contractor to participate in this program.

17. Removal of Equipment

The applicant agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the EEMs in accordance with all laws, rules, and regulations.

18. Entire Agreement

This Agreement (the Application and these Terms and Conditions) is the entire Agreement between the parties and supersedes all other communications and representations.

19. State Environmental Quality Review Act (SEQRA) NYSERDA is subject to the provision of the State Environmental Quality Review Act (SEQRA), implementing regulations of the NY State DEC, and implementing regulations of NYSERDA. Funding will not be released for a project that has not complied with SEQRA.