

Commercial Custom Program Eligibility Requirements and other Terms and Conditions

- 1. ELIGIBILITY:** Orange and Rockland Utilities, Inc. (Orange and Rockland) 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. Orange and Rockland 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, Orange and Rockland 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 Orange and Rockland in connection herewith.
- 2. 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 Orange and Rockland. 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 Orange and Rockland's Preliminary Incentive Offer, the date of any required pre-installation inspection or the date of customer's receipt of a Preliminary Incentive Offer.
- 3. 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. Orange and Rockland's determination of incentive amounts is final.
- 4. 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.
- 5. APPLICATION REVIEW AND INSPECTION:** Orange and Rockland will review all applications and accompanying documentation for eligibility, completeness, and accuracy. As part of this review, Orange and Rockland may conduct an on-site inspection of a facility's existing equipment and systems. After completing review of the application and determination of eligibility, Orange and Rockland will send a Preliminary Incentive Offer to each qualifying customer accepted for the program, specifying the estimated incentive amount. If any proposed project does not meet program requirements, Orange and Rockland will notify the customer that its Preliminary Incentive Offer has been rejected. Orange and Rockland reserves the right to reject any estimates. Customer understands that the estimated incentive amount identified in any Preliminary Incentive Offer is an estimate only and may not reflect the actual amount payable to customer upon completion of a qualifying project.
- 6. INSTALLATION TIME LIMITS:** Installation time limits will be stated in the Preliminary Incentive Offer. Any changes to specified time limits must be requested in writing and agreed to by Orange and Rockland in writing. Failure to meet approved deadlines may result in denial of incentive payments. Orange and Rockland may elect to conduct pre- and/or post-installation inspections.

7. **FINAL INSPECTION AND INCENTIVE PAYMENT:** When installation is completed, customers must notify Orange and Rockland 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. Orange and Rockland, 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 Orange and Rockland account holder unless otherwise indicated with a signed Letter of Authorization by the account holder. Customer agrees that Orange and Rockland 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. 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.
8. **TAX LIABILITY and CREDITS:** Orange and Rockland 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.
9. **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.
10. **DISPUTES:** Orange and Rockland will have sole discretion to decide on the final resolution of any issues including but not limited to energy savings, projects, eligibility, or incentives.
11. **PROGRAM CHANGES:** Orange and Rockland reserves the right to change, modify, or terminate this program at any time without any liability except as expressly stated herein. Orange and Rockland will honor all written commitments made in the Preliminary Incentive Offer letter 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 time specified in the Preliminary Incentive Offer.
12. **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.

13. **DISCLAIMER:** Customer acknowledges and agrees that Orange and Rockland 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 Orange and Rockland's review or approval of this application and/or worksheets. Orange and Rockland 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 Orange and Rockland, 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, Orange and Rockland, 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.
14. **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.