Multifamily Energy Efficiency and Downstate Affordable Multifamily Energy Efficiency Program Application

PROGRAM ELIGIBILITY

For you as a customer to be eligible to participate in the Multifamily Energy Efficiency Program ("MFEEP") and the Downstate Affordable Multifamily Energy Efficiency Program ("AMEEP") (collectively, the "Program") offered by your Utility, you must confirm, at a minimum, that each of the following statements is true and correct:

- You are a property owner or manager of an existing multifamily residential building with five (5) or more dwelling units and are otherwise eligible based on your utility's eligibility requirements, as is more particularly set forth in the Program Manual.
- Equipment upgrades covered by this application have not yet been installed and will not be installed until after your Utility issues a Notice to Proceed for the proposed project.
- The customer listed below has not received an incentive from the Utilities, NYSERDA or another energy provider, for the same measure(s).
- The application is valid for six (6) months from the date of signature in Section 8, subject to the Program Manual and issuance of a Notice to Proceed.

Submit completed applications via the IC's Online Portal or, where permitted, by email to ConEdMultifamily@willdan.com or NationalGridLMI@willdan.com.

Questions? Call 1-844-316-4288 or email ConEdMultifamily@willdan.com and NationalGridLMI@willdan.com

1. Account Holder / Customer Information (Building Owner, Managing Agent, Legal Representative of Building)			
Electric Utility:	Gas Utility:		
Account Name (*as shown on your utility bill*):	Account Numbers (11 digits for Con Edison and 10 digits for National Grid): Electric: Gas:		
Service Address (*as shown on your utility bill*):	City:	State:	Zip:
Building Address (*if different from Service Address*):	City:	State:	Zip:

How did you hear about the Program? ☐ Participating Contractor ☐ Event/Seminar ☐ Email or Mail ☐ Online Search

☐ Sales Representative ☐ Other:_____

Additional detail (name of contractor, sales representative, event, etc.):_____

Is this a portfolio or campus of buildings?

☐ Yes ☐ No

If yes, please contact your Utility using the contact information provided above.

2. Contact Information				
	Company Name	**Contact Name**	**Contact Phone**	**Contact Email**
Building Owner				
Property Management Co.				
Participating Contractor				
Superintendent				
NYSERDA FlexTech Consultant (OPTIONAL)				
Other				

3. Building Information

1. Ownership entity is:
   - ☐ Private (for profit)
   - ☐ Private (non-profit)
   - ☐ Public/municipal

2. Building is a:
   - ☐ Multifamily High Rise (4+ stories)
   - ☐ Multifamily Low Rise (1-3 stories)
   - ☐ Other:_____

3. If property includes rental apartments, please indicate the status:
   - ☐ Rent Controlled
   - ☐ Rent-Stabilized

4. _____ Total number of dwelling units
5. _____ Number of buildings
6. _____ Number of boilers
7. _____ Number of floors (per building)
8. Elevator: ☐ Yes ☐ No
9. _____ Square footage (per building)
10. _____ Year built (per building)

11. Heating fuel source (*check all that apply*):

☐ Firm Gas ☐ Electric ☐ Steam ☐ Dual Fuel ☐ Oil ☐ Interruptible Gas

☐ Other (specify):_____

12. Heating distribution system type: ☐ 1-pipe steam ☐ 2-pipe steam ☐ Hydronic (Hot water boiler)

☐ Other ☐ I don't know

4. Affordable Housing Eligibility (AMEEP Projects Only)

This section applies only to projects seeking incentives under the Affordable Multifamily Energy Efficiency Program (AMEEP)
Check each statement that applies to the proposed project:

☐ Building is an Affordable Multifamily Building regulated by a local, state, or federal agency. Examples of acceptable documentation that must be provided include, but are not limited to, regulatory agreements or mortgages from the following: US HUD, NYC HPD, NYC HDC, NYC HFA, NYS HCR.
Provide the name of the regulatory agency or program if applicable: _____

☐ Building meets the affordability requirements of the Program (at least 25% of the units in the building are occupied by a household that has a calculated household income no more than 80% of the Area Median Income or State Median Income, whichever is greater). Applicants must submit the annual rent, size, and occupancy for each apartment in the property upon request.

5. Proposed Project Information

Please list what types of equipment you are interested in for your proposed project. Please see incentive fact sheets on your utility's website for full list of eligible measures.

Is the proposed project an "AMEEP Comprehensive" project (as defined in the Program Manual)? To be comprehensive, buildings will need to install measures sufficient to meet a point minimum value designated by the Program Manual (as defined below as part of the Terms and Conditions below). See Program Manual for more on Comprehensive projects and Non-Comprehensive projects, as well as other related and different project types described as part of the Terms and Conditions below.

☐ Yes ☐ No ☐ I don't know

Check which fuel type applies to the proposed project:

☐ Gas ☐ Electric ☐ Other fuels, please specify: _____

Estimated Installation Start Date: _____

Estimated Installation Completion Date: _____

Weatherization Measures (if applicable):
Do you know of any active leaks in your building that are near and including the areas that will be insulated? _____
Are you aware of any exposed electrical wiring or lighting fixtures that would be in wall or attic cavities? _____

6. Technical Assistance (OPTIONAL)

Customers with an AMEEP project can apply for subsidized technical assistance (energy audit) provided through the FlexTech program sponsored by the New York State Energy Research and Development Authority (NYSERDA). Energy audits can be helpful for customers who need support in identifying energy efficiency opportunities and developing an initial scope of work. See the Program Manual for more information on the technical assistance available. An energy audit is not required to participate in the Program.

1. Are you interested in applying for technical assistance for your project? If you select "Yes," you will be put in touch with a representative of the Program that can provide more information.

☐ Yes ☐ No

2. If you are interested in applying for technical assistance, then please provide the following information about your building's energy cost and consumption.

Annual Electricity Cost ($): _____
Annual Electricity Consumption (kWh): _____
Annual Natural Gas Cost ($): _____
Annual Natural Gas Consumption (therms): _____
Annual "Other" Fuel Type Cost ($) (if applicable): _____
Annual "Other" Fuel consumption (indicate unit)(if applicable): _____
Total Annual Energy Costs ($):_____

7. Payee Authorization

(OPTIONAL: If applicable, account holders may designate participating contractors in good standing with the Program to receive incentive checks.)

☐ 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, then the account holder must sign here; this signature must match the signature at the end of this application. The legal entity being paid must provide its W-9. **Only the account holder may sign and submit (or authorize) this payee authorization**.

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

TERMS AND CONDITIONS

These Terms and Conditions are applicable to a Customer (as defined below) (including by those duly authorized to act on behalf of a Customer) participating in the *Multifamily Energy Efficiency Program ("MFEEP") and the Downstate Affordable Multifamily Energy Efficiency Program ("AMEEP") (collectively, the "Program")*and when a Customer's utility is: Consolidated Edison Company of New York, Inc.; KeySpan Gas East Corporation d/b/a National Grid; or The Brooklyn Union Gas Company d/b/a National Grid NY. The foregoing utilities shall in the singular be referred to herein as a "Utility" and together as the "Utilities" and reference to a Utility or to the Utilities shall without further mention be presumed to be references to an individual Customer's Utility or Utilities unless the context speaks to the collective action of the Utilities.

1. **ELIGIBILITY:** The Program offers financial incentives for energy efficiency and building electrification measures to eligible customers ("Customers") who are property owners or managers of existing multifamily residential buildings with five or more dwelling units. Additional eligibility requirements apply depending on whether a project participates in the Multifamily Energy Efficiency Program (MFEEP) or the Affordable Multifamily Energy Efficiency Program (AMEEP), as set forth in the Program Manual. For AMEEP projects, a multifamily building is considered "affordable" and eligible for AMEEP if it was developed and is being maintained as affordable housing. Supporting documentation must be provided to prove that the building meets the criteria of an affordable multifamily residence. Examples of acceptable documentation include regulatory agreements or mortgages from housing agencies (e.g., the United States Department of Housing and Urban Development, the New York City Department of Housing Preservation and Development, etc.). A building can also meet affordability requirements through its rent roll, where at least 25% of the units in the building are occupied by a household that has a calculated household income of no more than 80% of the Area Median Income or State Median Income, whichever is higher. Applicants must submit the annual rent, size, and occupancy for each apartment in the building.

   The Utilities will not offer financial incentives and/or rebates 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 from another electric or gas utility company. Customers applying for technical assistance must do so consistent with the requirements provided for by the *Multifamily Energy Efficiency Program, Program Manual* (the "Program Manual"), and as the Program Manual may be updated and amended from time to time.

2. **PROGRAM MANAGEMENT**: The Program may at times be implemented and managed by an implementation contractor under contract with a Utility. Accordingly, all program undertakings or obligations of a Utility may be undertakings or obligations of either a Utility or an implementation contractor (including at times by and through subcontractors), whether or not expressly stated herein, and any express statement of an undertaking or obligation by a Utility or implementation contractor or any change thereto shall be without impact to a Customer's obligations hereunder.

3. **QUALIFYING PROJECTS AND MEASURES:** Qualifying projects include energy-efficiency measures identified as eligible for incentives in accordance with the rules of the Program and based on an energy survey of the building. Unless otherwise provided for by a Utility with respect to a Customer, qualifying projects will not include any energy-efficiency measures or energy-efficiency equipment or services purchased, contracted for, or installed prior to the project start date. If a Customer has electric and gas service by more than one utility, then, whenever possible, the Utility providing electric service will manage the project and distribute the incentive payments.

4. **PROGRAM APPLICATION/PARTICIPATION AGREEMENT:** By signing the Program Application above of which these Terms and Conditions form a part, a Customer authorizes building entry for purposes of accomplishing the objectives of the Program, including: conducting an energy survey of the building's common area and individual units, installing measures in individual units, installing any energy-efficiency measures subsequently agreed to consistent with the rules of the Program, inspecting pre-existing conditions and installed measures, and evaluating the performance of installed measures.

5. **INCENTIVE AMOUNTS:** The amounts of the incentives for which qualifying projects are eligible are set forth as part of the Program Manual. Decisions by the Utilities regarding incentives will be final, subject to the terms of the Program Manual. WITHOUT LIMITATION, THE UTILITIES RESERVE THE RIGHT TO CHANGE THE MEASURES AND INCENTIVES AT ANY TIME THROUGHOUT THE PROGRAM WITHOUT PRIOR NOTICE. The Utilities will honor all written commitments made to Customers prior to the date of any incentive changes, provided that project installations are fully completed according to the terms of the Notice to Proceed, and also as more particularly provided for by Section 12 below of these Terms and Conditions. Incentive amounts may be impacted negatively by any failure on the part of a Customer to meet the requirements of the Program, including, with limitation, the installation requirements provided for by Section 14 of these Terms and Conditions. Failure to comply with the rules of the Program may result in incentives being withheld. The availability of incentives is contingent on the availability of funding for the Program as provided by the New York State Public Service Commission (the "PSC").

6. **CUSTOMER WORK AUTHORIZATION AND PROJECT WORK PLAN:** Individual building objectives will be discussed with Customers by or on behalf of a Utility, including to provide information on alternatives, and to discuss process and create a scope of work and schedule. One or more installation subcontractors may be proposed by or on behalf of a Utility to complete the measure-installation work, or a Customer may select one or more contractors from a proposed list of participating contractors. A Customer also has the option to choose a contractor outside of a proposed list. To be included on the proposed list of a Utility, a contractor may be required to submit contractor-qualification forms, provide documentation of required insurance, agree to follow program guidelines and protocol (including program reporting and verification requirements), resolve any outstanding disciplinary actions resulting from past program participation, and otherwise be in good standing with the Utilities.

7. **IMPLEMENTATION OF WORK, PAYMENT OF INCENTIVES, INSPECTION REQUIREMENTS:** A Customer must pay its share of the cost for each measure to be installed at a time not later than the completion of installation of that measure. For projects that are not comprehensive projects, when it is confirmed that a project is satisfactorily completed, payment of the incentive to a Customer will be arranged, or, if authorized, directly to the installation contractor for that measure. A post-installation inspection to ensure satisfactory measure installation for purposes of the payment of incentives may be conducted at the sole discretion of a Utility. Incentive payments will be issued in accordance with the timelines and procedures set forth in the Program Manual. For comprehensive projects, a mid-project payment may be offered. The mid-project payment may be available upon request by the customer for prescriptive measures that have been fully completed and inspected. With advance notice to a Customer, following completion of the project and in order to provide the Utilities 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 the Utilities or their contractors and subcontractors to make or to have made follow-up visits to Customer facilities, and the Customer shall provide building energy systems data, supporting documentation, and otherwise cooperate fully in support of this effort.

8. **CUSTOMER INFORMATION AND PROGRAM APPLICATION:** Customer agrees that Customer's information, including name, electric and/or gas consumption data, project information, and electric and/or gas energy savings may be provided to the Utilities' third-party evaluation contractor for purposes of program management, incentive payment, and program evaluation purposes, subject to the Utilities entering into an agreement with the evaluation contractor to maintain such Customer information confidential, and without regard to whether or not a Customer receives electric and gas service from more than one utility. Customer information may also be provided to the PSC or New York State Department of Public Service Staff ("DPS Staff"). Any Customer information provided to the PSC or DPS Staff will be aggregated with information about other customers and not personally identifiable. Customer agrees and authorizes the utility's sharing of the participant-customer's information and/or project-level information with DPS Staff and NYSERDA, including its agents or authorized representatives, consistent with NYSERDA's PSC and statutorily authorized responsibilities, including, but

not limited to supporting market development initiatives, and other evaluation and measurement activities. (For clarity, the term project level includes the information based on the scope of the project, including, but not limited to, aggregated and anonymized whole building, building or subsets of the project.) Related to comprehensive projects available under the Program, Customers interested in technical assistance (related to building energy audits and other related things) will also have their customer information and application shared with NYSERDA, the administrator and provider of such technical assistance offered through the Program.

9. **TAX LIABILITY and CREDITS:** Each Customer is responsible for any taxes that may be imposed on the customer as a result of measures installed under the Program. Each Customer must provide a valid Federal Tax Identification Number.

10. **DISPUTES:** The Utilities in each case will have sole discretion to decide on the final resolution of any issues related to the Program, including but not limited to eligibility or incentives.

11. **PROGRAM CHANGES:** The Utilities reserve the right to change, modify, or terminate the Program at any time without any liability, except as expressly stated herein. The Utilities will honor all written commitments made to Customers prior to the date of any change, modification or termination of the Program, provided that project installations are fully completed according to the terms of the Notice to Proceed.

12. **PROGRAM EXPIRATION:** The current cycle of the Program is expected to operate through December 31, 20302030, subject to funding availability, PSC authorization, and the Utilities' right to modify or terminate the Program as provided herein. As also provided for by Section 5 of these Terms and Conditions, incentives listed in the Program Manual may be changed at any time at the discretion of the Utilities.

13. **DISCLAIMER:** No representations or warranties, expressed or implied, are made to any party in connection with the Program, including, without limitation, no guarantee that implementation of energy-efficiency measures or use of the equipment purchased or installed pursuant to the Program will result in energy-cost savings. Also, all Customers are advised to engage 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 Customer facilities. Nothing provided for by the Utilities in connection with the Program (including, without limitation, these Terms and Conditions, the Program Application, the Program Manual, and any other document or agreement related to the Program) is intended to create a reliance on the part of any Customer or contractor participating in the Program or in any incentive program sponsored by the Utilities; nothing is intended to take the place of the knowledge, expertise and obligation of any contractor retained by a Customer to perform work in connection with incentives provided for by the Utilities. No Utility is a party to any contract with a Customer for the performance of work in connection with incentives, nor is any Utility a party to any contract with any contractor or subcontractor for the performance of any work for or on behalf of a Customer in connection with incentives.

14. **INSTALLATION REQUIREMENTS:** All work must be in full compliance with the requirements of the Program Manual, applicable laws, rules, and regulations of the State of New York and any authorities having governmental and regulatory authority in the jurisdiction. It is recommended by the Utilities that work should be performed by subcontractors or participating contractors proposed by or on behalf of the Utilities for participation in the Program. For comprehensive projects, the time frame set forth in the Notice to Proceed will provide the date of completion for a project. In the removal of old equipment, the customer confirms that, as a requirement of the Program, the owner or any subcontractor carrying out installation of measures under the Program shall remove and dispose of any and all equipment or materials that are replaced or removed in accordance with all applicable laws, rules, and regulations.

8. Signature

By signing below and submitting this application, which includes the information presented above and the Terms and Conditions below, I certify that the information presented above is true and accurate, I agree with the Terms and Conditions below, and I authorize the assigned contractors to have appropriate building access in connection with the requirements of the Program.

Customer or Authorized Representative Name (*please print*):	Title (*please print):*	Date:
Authorized Signature:	Company Name:	