

PROGRAM ELIGIBILITY

For you as a customer to be eligible to participate in the New York State (NYS) Affordable Multifamily Energy Efficiency Program (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 *Affordable Multifamily Building* (5+ units residential building) and otherwise eligible based on your utility's eligibility requirements more particularly set forth as part of the Terms and Conditions below. Consistent with the requirements of the Program, *Affordable Multifamily Building* is defined as buildings that have regulatory agreements with a housing agency or in which at least 25% of the units are, or are expected to be, occupied by households earning not more than 80% of Area Median Income or State Median Income, whichever is greater.
- Equipment may not be installed prior to your utility receiving this signed application, the occurrence of a pre-inspection, and your receipt of a Notice to Proceed.

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:		
	Electric:	Gas:	
Service Address (as shown on your utility bill):	City:	State:	Zip:
Building Address (if different from Service Address):	City:	State:	Zip:
New York City Building Block and Lot number (BBL)			
How did you hear about the program? <input type="checkbox"/> Participating Contractor <input type="checkbox"/> Event/Seminar <input type="checkbox"/> Email or Mail <input type="checkbox"/> Online Search <input type="checkbox"/> Sales Rep <input type="checkbox"/> Other: _____			
Additional detail (name of contractor, sales rep, event, etc.): _____			
Is this a portfolio or campus of buildings? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, please contact your utility (see page X for contact information)			

2. Contact Information				
Contact Title	Company Name	Contact Name	Contact Phone	Contact Email
Building Owner				
Property Management Co.				
Participating Contractor				
Superintendent				
NYSERDA FlexTech Consultant (i.e., entity that conducts building audits, advises on scope of work, etc.)				
Other:				

3. Building Information

<p>1. Ownership entity is: <input type="checkbox"/> Private (for profit) <input type="checkbox"/> Private (non-profit) <input type="checkbox"/> Public/municipal</p> <p>2. Building is a: <input type="checkbox"/> Multifamily High Rise (8+ stories) <input type="checkbox"/> Multifamily Low Rise (1-7 stories) <input type="checkbox"/> Other: _____</p> <p>3. If property includes rental apartments, please indicate the status: <input type="checkbox"/> Rent Controlled <input type="checkbox"/> Rent-Stabilized <input type="checkbox"/> Other</p>	<p>4. _____ Total number of dwelling units</p> <p>5. _____ Number of buildings</p> <p>6. _____ Number of boilers</p> <p>7. _____ Number of floors (per building)</p> <p>8. Elevator: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>9. _____ Square footage (per building)</p> <p>10. Year built: _____</p>
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11. Heating fuel source (*check all that apply*):

Firm Gas Electric Steam Dual Fuel

Oil Interruptible Gas Other (specify): _____

12. Electric meter type (*check what applies*):

Master metered

Master metered with sub-meters

Direct Metered

Temporary Electric Account

13. Heating distribution system type: 1-pipe steam 2-pipe steam Hydronic (Hot water boiler) I don't know

4. Income Eligible

Check each statement that applies to the subject 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 or State Median Income, whichever is greater). Applicants must submit the annual rent, size, and occupancy for each apartment in the property.

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 a "comprehensive" project? To be comprehensive, buildings will need to complete upgrades recommended by an energy audit and meet a point minimum designated by the Program Manual (as defined below 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: _____

6. Technical Assistance (only applicable for comprehensive projects)

The following questions are only for customers proposing comprehensive projects. To be comprehensive, buildings will need to complete upgrades recommended by an energy audit and meet a point minimum designated by the Program Manual.

If a building has recently gone through an energy audit, then the building may be exempt from this requirement if the audit conducted meets the criteria set by the Program.

If a building does not have results from a recent energy audit, then the Program can provide technical assistance in this regard. Technical assistance provides funding for building energy audits that identify energy efficiency opportunities and develop an initial scope of work. See the Program Manual for more information on the technical assistance available.

1. Has an energy audit recently been completed for your building? Yes No

2. If yes, which of the following energy audits was conducted?

- Assisted walk through
- ASHRAE Level I
- ASHRAE Level II
- IPNA (Integrated Physical Needs Assessment)
- Other, please specify _____

3. If no: 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

4. If you are interested in applying for technical assistance, we will need 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

(If applicable, account holders may designate participating contractors in good standing with the Program to receive the 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 application.

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:

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

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 NYS Affordable Multifamily Energy Efficiency Program (the "Program") and when a Customer's utility is: Consolidated Edison Company of New York, Inc.; Niagara Mohawk Power Corporation d/b/a National Grid; New York State Electric and Gas Corporation and Rochester Gas and Electric Corporation; National Fuel Gas Distribution Corporation; Central Hudson Gas & Electric Corporation; and Orange & Rockland Utilities, Inc. 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 measures to eligible customers ("Customers") who are property owners or managers of affordable multifamily residences with five or more dwelling units. A multifamily building is considered "affordable" 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 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 *New York State Affordable 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 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 any of the Utilities regarding incentives will be final. THE UTILITIES RESERVE THE RIGHT TO CHANGE THE MEASURES AND INCENTIVES AT ANY TIME THROUGHOUT THE PROGRAM WITHOUT PRIOR NOTICE. WITHOUT LIMITATION, INCENTIVES LISTED IN THE PROGRAM MANUAL ARE CURRENTLY INTENDED TO BE VALID THROUGH DECEMBER 31, 2024, BUT MAY BE CHANGED AT ANY TIME AT THE DISCRETION OF THE UTILITIES. 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 within the time committed to by a Customer, 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.
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), 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 to do so by the building owner, 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 checks will be sent approximately six weeks after confirmation of satisfactory installation. 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 New York State Public Service Commission ("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 New York State Department of Public Service Staff and NYSERDA, including its agents or authorized representatives, consistent with NYSERDA's New York State Public Service Commission 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 within the time committed to by Customers prior to such date of change.
12. **PROGRAM EXPIRATION:** The current cycle of the Program will expire on December 31, 2025, when funds are depleted, or when the Program is terminated, whichever comes first, or as may be otherwise determined by a Utility. As also provided for by Section 5 of these Terms and Conditions, incentives listed in the Program Manual are currently intended to be valid through December 31, 2024, but may be changed at any time at the discretion of the Utilities. For projects that are not comprehensive projects, all projects must be completed (all documents received, and project ready for post inspection) 12 months after the Notice to Proceed (for prescriptive, custom, and direct install projects) is issued. For comprehensive projects, incentive rates will be guaranteed if a project's Scope of Work is completed 2 years (24 months) after the Notice to Proceed is issued. If an extension is required, then a request must be made in writing to the Program with supporting detail and information, and acceptance or rejection of any request for extension will be determined solely by the Utilities in any given case.
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. For projects that are not comprehensive projects, as also provided for by Section 12, work must be completed within 12 months after the Notice to Proceed is issued. 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.

Application Submission Instructions:

Completed applications can be emailed or faxed to the Customer's utility. Customers who have separate utilities for electric and gas service should submit completed application to their electric utility.

DOWNSTATE (NYC AND WESTCHESTER)

Con Edison

To apply: Email Multifamily@coned.com for submission instructions

Questions? Email Multifamily@coned.com or call 1-844-316-4288

National Grid

To apply: Email NationalGridLMI@willdan.com for submission instructions

Questions? Email NationalGridLMI@willdan.com or call 1-844-316-4288

UPSTATE

Central Hudson Gas & Electric

To apply: Email CentralHudsonMultifamily@Willdan.com for submission instructions

Questions? Email CentralHudsonMultifamily@Willdan.com or call 845-632-6722

National Grid

To apply: Submit completed application here: mfngridny.com

Questions? Email Multifamily@nationalgrid.com or call 1-800-266-9989

National Fuel Gas Distribution Corporation

National Grid electric customers: See National Grid upstate instructions

NYSEG electric customers: See NYSEG instructions

New York State Electric & Gas (NYSEG)

Submit completed application to MFEnergySavings@RISEEngineering.com.

Questions? Email MFEnergySavings@RISEEngineering.com or call 800.444.5668

Rochester Gas & Electric (RG&E)

Submit completed application to MFEnergySavings@RISEEngineering.com.

Questions? Email MFEnergySavings@RISEEngineering.com or call 800.444.5668

Orange & Rockland

To apply: Email ORUMultifamily@willdan.com for submission instructions

Questions? Email ORUMultifamily@willdan.com or call 844-316-4288