

# Custom

Application									
Date of Application					Expected Completion Date <i>(for Pre-Approval Applications)</i>				
Customer Information									
Company Name			Contact Person			Incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Exempt		Federal Tax ID Number	
Street Address <i>(facility)</i>					E-mail				
City		State	ZIP	Customer Telephone (      )			Customer Fax (      )		
Company Mailing Address <i>(if different from above)</i>					City		State	ZIP	
2-Digit NAIC <i>(for affected building)</i>		Account Number <i>(affected by measure installation)</i>			Meter Number <i>(affected by measure)</i>				
Building Type Where Equipment Is Installed (check most appropriate ONE)									
<input type="checkbox"/> Assembly	<input type="checkbox"/> Dormitory	<input type="checkbox"/> Grocery	<input type="checkbox"/> Hospital	<input type="checkbox"/> Motel	<input type="checkbox"/> Religious	<input type="checkbox"/> University			
<input type="checkbox"/> Auto Repair	<input type="checkbox"/> Elementary School	<input type="checkbox"/> Heavy Industrial	<input type="checkbox"/> Large Office	<input type="checkbox"/> Multifamily high-rise	<input type="checkbox"/> Single Family Residential	<input type="checkbox"/> Warehouse			
<input type="checkbox"/> Big Box	<input type="checkbox"/> Fast Food	<input type="checkbox"/> High School	<input type="checkbox"/> Large Retail	<input type="checkbox"/> Multifamily low-rise	<input type="checkbox"/> Small Office	<input type="checkbox"/> Other			
<input type="checkbox"/> Community College	<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Hotel	<input type="checkbox"/> Light Industrial	<input type="checkbox"/> Refrigerated Warehouse	<input type="checkbox"/> Small Retail				
Contractor/Vendor Information									
Company Name					Contact Person				
Company Address									
City		State	ZIP	Vendor Telephone (      )			E-mail		
Customer Acknowledgement									
<p><i>By its signature below (or signature of a duly authorized representative if customer is an entity such as a corporation or a partnership), customer makes the following acknowledgments and certifications:</i></p> <p><input type="checkbox"/> Customer has read and acknowledges and accepts the Terms &amp; Conditions of this rebate application.</p> <p><input type="checkbox"/> Customer certifies that the equipment listed in this application has been installed to customer's satisfaction.</p> <p><input type="checkbox"/> Customer agrees to the release of usage data to a third party contractor selected by NYSEG/RG&amp;E for purposes of evaluating program effectiveness.</p>									
Customer Name/Title									
Customer Signature							Date		
Administrative Use Only									
Project ID Number					Program Representative				
Date Received		Date Input			Inspection Required				
Program Manager Approval					Date Approved				
How did you hear about the NYSEG/RG&E Commercial & Industrial Rebate Program?									
<input type="checkbox"/> Utility representative <input type="checkbox"/> Contractor/trade ally <input type="checkbox"/> Web <input type="checkbox"/> Direct Mail <input type="checkbox"/> Other (specify) _____									

**Need assistance?** Call 1.888.316.8023. For more information about the program, visit [nyseg.com](http://nyseg.com) and click on Energy Efficiency Incentives. Please submit for review via one of the following: Fax 1.877.358.5616, e-mail to [BusIncentives@icfi.com](mailto:BusIncentives@icfi.com) or mail to NYSEG/RGE C&I Rebate Program, Business Operations Center, PO Box 3588, Martinsville, VA 24115.

## Custom Specifications

- The Custom application must be used for all energy efficiency measures that are not covered by prescriptive applications.
- Custom applications require supporting documentation on equipment performance and calculations showing the energy and demand savings expected from each measure type.
- Complete documentation of the proposed cost and projected electricity or natural gas usage and savings must be submitted for review and estimation of potential rebates.
- In cases where energy modeling is used to determine savings, computer software maker and version number must be identified. Input and output data from the model must be provided.

## Custom Application Instructions

1. Before beginning the application process, contact [BusIncentives@icfi.com](mailto:BusIncentives@icfi.com) or call 1.888.316.8023 to determine eligibility of the proposed project and to establish requirements for detailed savings projections and cost estimates.
2. Provide the requested project information identified below for the existing (or base case) equipment and the high efficiency (or proposed) equipment. Attach supporting documentation where specified.
3. Submit this Custom Application for pre-approval prior to starting the project.
4. If a project involves multiple measure types (such as Lighting and Refrigeration), copy this page and provide the information below for each measure type.

### Who completed the energy analysis for this project?

Contact Name \_\_\_\_\_ Contact Phone \_\_\_\_\_  
Contact Email \_\_\_\_\_

### Describe the project scope of work, including a basic description of the facility, its functions, location of affected equipment and typical operating hours.

**Normal replacement (NR)**, end-of-life or replace on failure) refers to replacement of equipment which has reached or passed the end of its measure-prescribed Effective Useful Life (EUL). Normal replacement uses "incremental" values:

- Incremental savings is the annual energy use of the currently-on-the-market standard, minimally-compliant equipment minus the annual energy use of the high efficiency equipment subsidized by the program.
- Incremental cost is the full cost of new efficient equipment minus the cost of the currently-on-the-market standard, minimally-compliant equipment. Any incremental labor costs may also be included.

**Early replacement (ER** or retrofit) refers to replacement of equipment before it reaches its EUL. Early replacement uses "full" values:

- Full savings is the annual energy use of the existing equipment in place minus the annual energy use of the high efficiency equipment subsidized by the program.
- Full cost is the cost (including installation) of the new efficient equipment. This assumes that the existing equipment would remain in place with no additional costs to do so.

**Add On (AO)** refers to the addition of an energy efficient measure to an existing system. Examples include adding controls to a boiler which had none, the addition of a variable speed drive to an existing motor where no drive already exists, or adding insulation where there was none or some lesser amount of insulation. Add On measures are modeled at full costs and full savings for the length of their EULs.

**Special Circumstance (SC) replacement** may be used when:

- Equipment age significantly exceeds its effective-useful-life;
- Energy consumption significantly exceeds that of current high efficiency models;
- There is a history of significant repair or replacement with used equipment;
- The prospective next repair or replacement is likely to be much less expensive than replacement with new higher efficiency machinery.

For assistance determining whether an energy efficiency measure or project should be considered **Normal Replacement, Early Replacement, Add On** or **Special Circumstance**, contact [Busincentives@icfi.com](mailto:Busincentives@icfi.com) or 1.888.316.8023.

Application Form continues on page 3 →

ELECTRIC MEASURES		NATURAL GAS MEASURES	
Equipment age, if known		Equipment age, if known	
<b>Base Case (existing equipment)</b>		<b>Base Case (existing equipment)</b>	
Annual kWh (existing equipment)		Annual therms (existing equipment)	
Total kW (existing equipment)			
<b>Base Case (standard equipment)</b>		<b>Base Case (standard equipment)</b>	
Annual kWh (standard, minimally-compliant equipment)		Annual therms (standard, minimally-compliant equipment)	
Total kW (standard, minimally-compliant equipment)			
Material cost (standard, minimally-compliant equipment)		Material cost (standard, minimally-compliant equipment)	
Installation cost		Installation cost	
<b>Proposed New Efficient Electric Measures</b>		<b>Proposed New Efficient Natural Gas Measures</b>	
Proposed annual kWh		Proposed annual therms	
Proposed total kW			
Material cost		Material cost	
Installation cost		Installation cost	
<p><b>Describe how the Base Case and Proposed inputs (usage, hours, and load) were calculated. If supporting documentation is being submitted to substantiate the inputs on this page, write "see attached" in this section. Use additional pages if needed.</b></p>			

## Terms & Conditions

- 1. REBATE OFFER:** This application covers products purchased and installed after July 1, 2010. The rebate offer is not retroactive for products purchased or installed prior to July 1, 2010.
- 2. ELIGIBILITY:** Rebates are available to active nonresidential natural gas customers and nonresidential electricity customers for the purchase and installation of qualifying energy savings measures in the NYSEG/RG&E service territory. Rebates are offered on a first-come, first-served basis and are subject to project and customer eligibility and availability of funds.
- 3. APPROVAL AND VERIFICATION:** Pre-approval from NYSEG/RG&E will be required on all custom applications and prescriptive applications where the rebates are over \$10,000. Projects must be completed by the date listed on the pre-approval notification letter (within 180 calendar days of project pre-approval). All projects that require pre-approval may also require pre-inspection. NYSEG/RG&E reserves the right to verify sales transactions and to have reasonable access to your facility to inspect the installed energy saving measures prior to issuing rebates or at a later time. NYSEG/RG&E reserves the right for any reason to stop pre-approving energy saving measures at any time without notice. In particular, NYSEG/RG&E is not obligated to pre-approve any application for a rebate that may result in NYSEG/RG&E exceeding its program budget. NYSEG/RGE reserves the right to cap the rebate paid to any one customer.
- 4. PROOF OF PURCHASE:** This application must have complete information and be submitted with an invoice itemizing the new equipment purchased. The invoice must indicate the date of purchase, the size, type, make, model, serial number, part number and/or equipment manufacturer specification sheets. The signed application must be returned to NYSEG/RGE C&I Rebate Program, 11785 Beltsville Drive #241, Calverton, MD 20705.
- 5. COMPLIANCE:** All projects must comply with all federal, state and local, laws, rules, regulations and codes, as applicable. Existing equipment must be removed and disposed in a proper and legal manner. NYSEG/RG&E encourages that equipment is disposed of and/or recycled in an environmentally friendly manner. Equipment must meet specification requirements and be purchased and operating prior to submitting the application form. Only one rebate will be granted for each project. Customers can receive rebates from NYSEDA or NYSEG/RG&E but NOT from both NYSEDA and NYSEG/RG&E for the same measure.
- 6. PAYMENT:** Once completed paperwork is submitted and approved by NYSEG/RG&E, rebate payments will be made within an estimated 6-8 weeks. Incomplete applications will be returned. The benefits/payments conferred upon the customer through participation in this program may be taxable by the federal, state, and local government. The customer is responsible for declaring and paying all such taxes.
- 7. INSPECTION:** The customer agrees, as a condition of participation in the program, to cooperate with activities designed to evaluate program effectiveness, such as allowing on-site inspection and measurement of installed projects.
- 8. NYSEG/RG&E/PROGRAM LOGO:** customers or market providers may not use the NYSEG/RG&E or program name or logo in any marketing, advertising, or promotional materials without NYSEG/RG&E's prior written permission, which may be granted or withheld by NYSEG/RG&E in its sole and absolute discretion.
- 9. DISCLAIMERS:** NYSEG/RG&E does not endorse any particular market provider, manufacturer, product, labor or system design by offering this program; will not be responsible for any tax liability imposed on a customer as a result of the payment of rebates; does not expressly or implicitly warrant the performance of installed equipment or contractor's quality of work (contact your contractor for detailed warranties); is not responsible for proper and legal disposal/recycling of any waste generated as a result of this project; and is not liable for any damage caused by the installation of the equipment or for any damage caused by the malfunction of the installed equipment.
- 10. VERIFICATION:** Prior to or after paying any rebate, NYSEG/RG&E reserves the right to conduct a site visit to verify that the installed equipment is eligible for rebate. The site visit, and all aspects related to the site visit, is conducted solely for such purpose. The site visit is not a safety review and is not intended for any other purposes. A rebate will not be paid if NYSEG/RG&E is not able to conduct any required verification. Additionally, if the site visit indicates that the equipment is not eligible for a rebate, such that a rebate should not have been issued, then any rebate already paid to the customer with respect to such ineligible equipment shall be immediately returned by the customer to NYSEG/RG&E.
- 11. APPLICATION DOES NOT ENTITLE CUSTOMER TO PARTICIPATE:** The program described in this application may be altered, suspended, or canceled by NYSEG/RG&E at any time without prior notice. Under such circumstances, the customer is not entitled to any program benefits in excess of those approved prior to such action by NYSEG/RG&E. Submission of a completed application does not entitle the customer to program participation. Entitlement to program participation can only occur after NYSEG/RG&E has signed a copy of the application and granted pre-approval if required by NYSEG/RG&E.
- 12. REMOVAL OF EQUIPMENT:** The customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the energy savings measures in accordance with all legal requirements. The customer agrees to not install any of this equipment in the NYSEG/RG&E service area.
- 13. CHANGES TO THE PROGRAM:** NYSEG/RG&E may change the program and the Terms & Conditions at any time without notice. Pre-approved applications, however, will be processed to completion under the Terms & Conditions in effect at the time of the pre-approval by NYSEG/RG&E.
- 14. NO WARRANTIES:** NYSEG/RG&E does not endorse, guarantee, or warrant any particular manufacturer or product and NYSEG/RG&E provides no warranties, expressed or implied, for any products or services. The customer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc. The customer acknowledges that neither NYSEG/RG&E nor any of its consultants are responsible for assuring the design, engineering and construction of the facility or installation of the energy savings measures is proper or complies with any particular laws (including patent laws), codes, or industry standards. NYSEG/RG&E DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE ENERGY SAVINGS MEASURES OR THE ADEQUACY OR SAFETY OF SUCH MEASURES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 15. LIMITATION OF LIABILITY:** NYSEG/RG&E's sole liability is limited to paying the properly qualified rebates specified herein. Neither NYSEG/RG&E nor any of its affiliates shall be liable to the customer or any other party for any damages whatsoever, including, without limitation, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
- 16. VENDOR SELECTION:** NYSEG/RG&E acknowledges that the customer may select any vendor or contractor to perform the work contemplated by this application, even after the application is submitted for pre-approval by NYSEG/RG&E. Notwithstanding the foregoing, the customer acknowledges that NYSEG/RG&E has the right to prohibit specific vendors or contractors from program participation for any reason or no reason in its sole and absolute discretion.
- 17. OBLIGATIONS BETWEEN THE PARTIES:** customer acknowledges that any contractor selected by the customer is not an agent, contractor or subcontractor of NYSEG/RG&E. NYSEG/RG&E shall have no obligation to maintain, remove or perform any work whatsoever on the energy savings measures installed. NYSEG/RG&E shall have no liability for contractor's failure to perform, for failure of the energy savings measures to function, for any damage to the customer's premises caused by the contractor or for any and all damages to property or injuries to persons caused by the energy savings measures.
- 18. ENERGY BENEFITS:** NYSEG/RG&E is entitled to 100% of the energy benefits associated with the energy savings measures, excluding the value of energy cost savings realized by the customer, but including all rights to all associated New York Independent System Operator energy, capacity and reserves products, and the customer agrees to provide NYSEG/RG&E with such further documentation as NYSEG/RG&E may request to confirm NYSEG/RG&E's ownership of such benefits and products.
- 19. CUSTOMER'S CERTIFICATION:** customer certifies that he/she has purchased and installed the equipment listed above at the defined location. Customer agrees that all information is true and that he/she has conformed to all initiative and equipment requirements listed. Customer has verified that the units listed above have been installed correctly. Customer or customer's representative has been instructed on how to operate and maintain this equipment and has received all necessary operation and maintenance manuals.