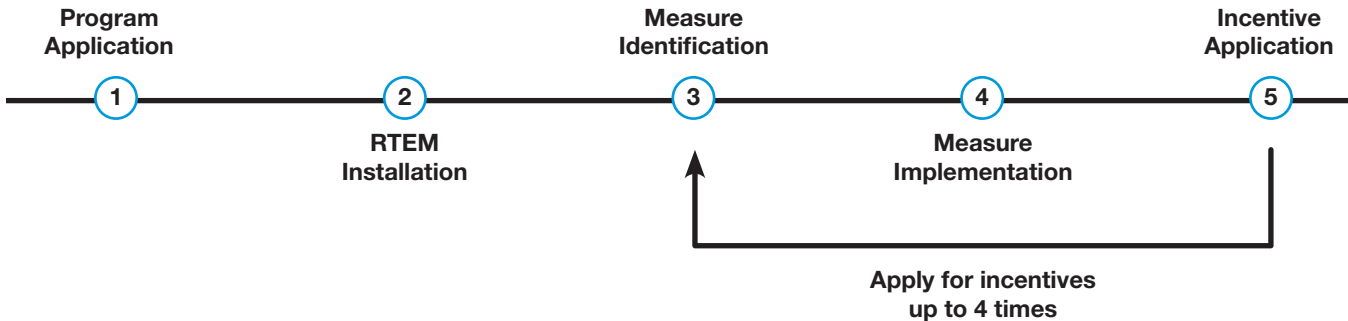


Real-Time Energy Management (RTEM) Pilot Program

RTEM Program Application



- **Project Enrollment & RTEM Installation**

Only enrolled projects will be eligible to receive incentives. Note: Enrolling in the program alone does not guarantee an incentive. You will also need to submit an Incentive Application Package (step 5).

- **Verify Eligibility**

Eligible projects must meet all criteria specified in the RTEM Program Manual.

Note: Unlike in NYSERDA’s program, there are no qualification requirements for RTEM vendors. There are requirements for RTEM systems, as defined in the RTEM program manual.

- **Submit Program Application Package**

The Program Application package must include:

- Completed RTEM Pilot Program Application form
- RTEM scope of work
- Cost estimates for RTEM system and service contract

- **Notice to Proceed and Completion Certificate**

Con Edison will provide you with a Notice to Proceed and Completion Certificate. You must obtain these documents before starting your project and you will have 90 days from receipt to complete your project and return signed copies back to Con Edison. If your project will require more than 90 days to complete, then please email RTEM@conEd.com.

- **Measure Identification**

You will use your RTEM system to continuously identify and recommend operational measures.

- **Seek Measure-Level Pre-approval (Optional)**

You may submit recommended measures to Con Edison for pre-approval before implementation. This is recommended for at least the first set of identified measures.

To secure pre-approval:

- Submit a completed Measure Information Spreadsheet marked with “pre-approval” and required supporting documentation
- Con Edison will provide pre-approval to implement the identified measures including:
 - o Agreed-upon timeframe of trend data and other data requirements
 - o Estimated incentive amount based upon projected pre-approved savings that will be subject to inspection and post-verification

- **Measure Implementation**

Implement the recommended measures.

Note: you are responsible for monitoring, tracking, and maintaining the implemented measures. Con Edison may verify that the implemented measures are not manually overridden and continue to be monitored by the RTEM system.

- **Incentives**

Con Edison will provide incentives at a rate of \$0.20/kWh and \$2.50/therm. If individual operational ECMs have associated steam savings in addition to electric and/or gas savings, Con Edison will incentivize these secondary steam savings at \$40/MLb. Systems that meet the requirements for Automated System Optimization (ASO) will be incentivized at a higher rate of \$0.35/kWh, \$5/therm, and \$80/MLb for electric, gas, and secondary steam savings respectively. An additional incentive of \$0.10/kWh of electricity savings will be provided for measures impacting heat pump operations. Incentives cannot exceed 50% of the total cost of the RTEM system, RTEM monitoring services, and implemented measure(s).

Note: Installing an RTEM system does not guarantee an incentive. Incentives will only be paid for realized energy savings.

- **Submit Incentive Application Package**

A complete package includes:

- Completed Incentive Application
- A Measure Spreadsheet
- Form W-9 of the specified incentive recipient
- All supporting documentation including pre- and post-implementation trend data, invoices/work order proving measure implementation, and invoices for RTEM system and service costs
- Report on RTEM system recommendations, including capital upgrade recommendations, since the previous incentive application

- **Technical Review**

Con Edison will review submitted materials to verify energy savings calculations.

- **Inspection**

Con Edison will perform a site inspection to verify the building equipment information provided along with any other data points needed to verify energy savings calculations.

- **Final Technical Review**

Once the inspection is concluded, Con Edison will perform a final technical review incorporating any post-inspection findings.

- **Receive Incentives**

Once your energy savings are verified, Con Edison will mail an incentive check to the Customer or Participating Contractor, as specified in the "Payee Authorization" section of the Incentive Application.

- **Repeat Steps 2-5**

You can submit a total of four incentive applications on the following schedule:

- 4-9 months after RTEM installation
- 12-15 months after RTEM installation
- 24-27 months after RTEM installation
- 36-39 months after RTEM installation

Each specific measure will be incentivized only once, so each application must include new measures that were not previously incentivized.

Customer & Site Eligibility

Eligible sites must meet the following criteria:

- Have a commercial or industrial use, with at least 300 kW of average peak electrical demand
- Have Con Edison gas and/or electric service
- Have an existing Building Automation System (BAS) or Building Management System (BMS)
- Have not received Con Edison BAS/BMS incentives or NYSEERDA RTEM incentives (receiving Con Edison incentives for other equipment might impact the eligibility of certain operational measures—see the RTEM Pilot Program Manual for details)
- Comply with all other eligibility criteria listed in the RTEM Pilot Program Manual

1. Con Edison Account Holder Information

If the building has multiple utility accounts, please enter information for all accounts.

Account Name:			
Con Edison Account Number:	- Gas - Electric - Steam		
Con Edison Account Number (if building has multiple accts):	- Gas - Electric - Steam		
Con Edison Account Number (if building has multiple accts):	- Gas - Electric - Steam		
Con Edison Account Number (if building has multiple accts):	- Gas - Electric - Steam		
Con Edison Account Number (if building has multiple accts):	- Gas - Electric - Steam		
Con Edison Account Number (if building has multiple accts):	- Gas - Electric - Steam		
Service Address (as shown on your Con Edison bill):	City:	State:	Zip:
Building Address (if different from Service Address):	Account Name:	State:	Zip:
How did you hear about the program?			

2. Con Edison Account Holder Information

Title:	Contact Name:	Company Name:	Contact Phone:	Contact Email:
Building Owner:				
Property Management Company:				
RTEM Participating Contractor:				
Other Specify:				

3. Site Information

Building Size (square feet):	Air-conditioned sq. ft.:	Approx. % occupied:
Primary building use: <input type="checkbox"/> Education <input type="checkbox"/> Food Sales <input type="checkbox"/> Food Service <input type="checkbox"/> Health Care (Inpatient) <input type="checkbox"/> Health Care (Outpatient)	<input type="checkbox"/> Lodging <input type="checkbox"/> Mercantile <input type="checkbox"/> Office <input type="checkbox"/> Public Assembly <input type="checkbox"/> Public Order and Safety <input type="checkbox"/> Religious Worship	<input type="checkbox"/> Service <input type="checkbox"/> Warehouse and Storage <input type="checkbox"/> Other: _____ <input type="checkbox"/> Vacant
Available building documentation (check all documents for which you have available and up-to-date copies): <input type="checkbox"/> As-built mechanical and electrical drawing including piping and riser diagrams <input type="checkbox"/> Equipment list with nameplate information and dates of installation As-built control system documentation: o Points list o Sequences of operation o User's manual o Control drawing with as-built sensor locations <input type="checkbox"/> Testing adjusting and balancing reports <input type="checkbox"/> Operation and maintenance manuals <input type="checkbox"/> Pump and fan curves <input type="checkbox"/> Copy of current service contracts <input type="checkbox"/> Equipment warranties still in effect		

4. RTEM Project Information

Participating Contractor:	Length of service agreement (years):	Services included:	
Selected RTEM system:	Total cost of agreement:	Anticipated date fully installed (MM/DD/YY):	Anticipated date fully calibrated (MM/DD/YY):
Annual service cost:	System and install cost:		

5. RTEM Data Integration

Mark all that apply.

Interval energy & power data

- Whole building electric meter
- Whole building gas meter
- Whole building steam meter
- Whole building water meter
- Electric submeter – for tenants
- Electric submeter – for end uses
- Chilled water BTU meter
- Hot water BTU meter
- Steam mass flow meter
- Other, please explain:

HVAC system trend data

- Central cooling plant trend data
- Central heating plant trend data
- Air handling unit trend data
- Rooftop unit trend data
- Terminal units & thermostat trend data
- Other, please explain:

Other system trend data

- Lighting control system trend data
- Plug load control system trend data
- Data center load and trend data
- Other, please explain:

IoT sensor data

- Temperature IoT sensor data
- Humidity IoT sensor data
- CO2 sensor data
- Rooftop unit trend data
- Air quality monitoring data
- Other, please explain:

External data

- Electric utility data
- Gas utility data
- Steam utility data
- Water utility data
- Weather data
- Other, please explain:

6. RTEM Functionality (Operational definitions provided below)

Mark all that apply. * indicates the functionality is required. ** indicates the functionality is required to be considered ASO

<p>Energy Information System</p> <ul style="list-style-type: none"> <input type="checkbox"/> Captures operational trend data at intervals of 15 minutes or less* <input type="checkbox"/> Captures energy usage trend data at intervals of 60 minutes or less* <input type="checkbox"/> Estimates site-specific energy costs* <input type="checkbox"/> EIS performance indicator (KPI) tracking* <input type="checkbox"/> Energy performance analysis* <input type="checkbox"/> Operational data visualization* <input type="checkbox"/> Measurement & verification* 	<ul style="list-style-type: none"> <input type="checkbox"/> Energy reporting and data export* <input type="checkbox"/> Can normalize for weather* <ul style="list-style-type: none"> o Weather station used: _____ o Number of years used: _____ <input type="checkbox"/> Can normalize for occupancy <ul style="list-style-type: none"> o Briefly describe methodology here or in an attachment: _____ <input type="checkbox"/> Demand monitoring <input type="checkbox"/> Other EIS capabilities: _____
<p>Fault Detection and Diagnostics (FDD)</p> <ul style="list-style-type: none"> <input type="checkbox"/> FDD key performance indicator (KPI) tracking* <input type="checkbox"/> Fault detection* <input type="checkbox"/> Fault prioritization* <input type="checkbox"/> Fault reporting and data export* 	<ul style="list-style-type: none"> <input type="checkbox"/> System recommendations based on transparent engineering calculations* <input type="checkbox"/> Energy anomaly detection <input type="checkbox"/> Other FDD capabilities: _____
<p>Automated System Optimization (ASO)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Automated control based on advanced optimization algorithms** <input type="checkbox"/> Central cooling plant chilled water leaving temperature setpoint <input type="checkbox"/> Central cooling plant cooling tower leaving temperature setpoint <input type="checkbox"/> Central cooling plant hydronic differential pressure setpoint <input type="checkbox"/> Central cooling plant chiller/pump/cooling tower staging <input type="checkbox"/> Central heating plant chilled water leaving temperature setpoint <input type="checkbox"/> Central heating plant hydronic differential pressure setpoint 	<ul style="list-style-type: none"> <input type="checkbox"/> Central heating plant boiler/pump staging <input type="checkbox"/> Central heating plant boiler cycling optimization <input type="checkbox"/> AHU/RTU supply air temperature setpoint <input type="checkbox"/> AHU/RTU supply air static pressure setpoint <input type="checkbox"/> Space heating and cooling setpoints <input type="checkbox"/> Data center HVAC optimization <input type="checkbox"/> Other ASO capabilities: _____
<p>Data Management and Storage Best Practices</p> <ul style="list-style-type: none"> <input type="checkbox"/> Database support with sufficient capacity to store all energy usage data from meters/submeters for a period of at least 3 years* <input type="checkbox"/> Detects data quality issues* <input type="checkbox"/> Stores recommendations for at least 1 year* <input type="checkbox"/> Local data store can buffer data elements without loss during cloud connectivity interruptions* <input type="checkbox"/> Tracks manual overrides of programmed schedules and setpoints* <input type="checkbox"/> Uses Project Haystack or BRICK-compliant semantic models <input type="checkbox"/> Other noteworthy data management and storage best practices: _____ 	

7. Signature

By signing below and submitting this application, which includes the information presented above and the Eligibility Requirements and Other Terms and Conditions below, I certify that the information presented above is true and accurate, I agree with the Eligibility Requirements and Terms and Conditions below, and I authorize Con Edison or its assigned contractors to have appropriate building access to complete inspections and evaluation activities.

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

In addition to this form, a completed Program Application package must also include:

- RTEM scope of work
- Cost estimates for RTEM system and service contract

Email completed applications to RTEM@conEd.com.

Questions? Email RTEM@conEd.com.

Operational Definitions

Energy Information Systems

- **Energy consumption and cost visualization:** System tracks and provides flexible charting capabilities for multiple meters on an hourly or sub-hourly basis. Should track data at an end-use or equipment sub-metered level.
- **Estimates site-specific energy costs:** System calculates and provides visualizations of energy costs monthly or more frequently.
- **Energy usage KPI tracking:** System allows users to add custom key performance indicators. Benchmarks can be configured to allow for comparison to either absolute thresholds or previous time periods.
- **Energy performance analysis:** System will provide plots of at least 24-hour periods of hourly (or more frequent) interval energy usage vs time. System allows multiple user-selected data points to be plotted on a single chart or graph.
- **Measurement & verification:** System uses measured trend data and other operational information to confirm energy savings from implemented system recommendations
- **Energy reporting and data export:** System presents energy usage data in an easily digestible format and the energy usage data can be exported.
- **Operational data visualization:** System will include visualization of time series operational data through customizable plotting
- **Can normalize for weather:** System can adjust actual energy usage outcomes to reflect what would have happened under normal weather conditions.
- **Can normalize for occupancy:** System can adjust actual energy usage outcomes to reflect what would have happened under normal operating conditions. Energy savings calculations submitted to Con Edison should not reflect temporary variation due to the COVID pandemic.
- **Demand monitoring:** The system will provide peak load monitoring at a daily frequency or greater. The system will provide notification to key individuals when demand for critical metered loads passes a user-determined threshold.

Fault Detection & Diagnostics

- **FDD key performance indicator (KPI) tracking:** System will track system-level KPIs defined by customer – e.g., occupant comfort index, fan system efficiency, chilled water delta T.
- **Fault detection:** System will continuously detect faults, opportunities or performance degradation across the systems monitored by the RTEM system. The system will include the ability to tune FDD rules based on user-determined operational parameters for specific systems
- **Fault prioritization:** System will prioritize faults according to a qualitative or quantitative estimate of the impact on energy savings, comfort, avoided O&M costs or other criteria deemed important by the customer.
- **Fault reporting and data export:** Each fault is presented in a clear fashion that includes an indication of possible fault causes. System provides the ability to track faults (# occurrences, duration, system, etc.) to facilitate response and resolution. Reports on faults should be configurable and exportable.
- **Energy anomaly detection:** System will identify and flag unexpectedly high or low energy use at the building, submeter, or equipment level using a baseline model or a simple user-defined threshold. The system will track the duration and persistence of anomalies to facilitate response and resolution.

Automated System Optimization

- **Automated control based on advanced optimization algorithms:** Two-way data transfer with supervisory control to implement optimization algorithms in real time without user intervention.
- **Can detect data quality issues:** System flags sensors that are providing no measurements or measurements that fall outside of a reasonable range.

Terms and Conditions

Customer and Site Eligibility: Consolidated Edison Company of New York, Inc.'s (Con Edison's) Real-Time Energy Management (RTEM) Pilot Program (Program) offers financial incentives to gas and electric customers of Con Edison in good standing (Customers) for implementing operational energy conservation measures (ECMs or simply "measures") identified by qualified RTEM systems and implemented by a contractor who performs work in Con Edison's service territory as a Con Edison approved participating contractor (Participating Contractor). Among other things, an approved Participating Contractor must participate in a required Program orientation, submit contractor-qualification forms, provide documentation of required insurance, agree to follow program guidelines and protocols (including program reporting and verification requirements), and otherwise be in good standing with Con Edison. Customers must have an active natural gas account to be eligible for gas incentives, and an active electric account to be eligible for electric incentives. To be eligible for steam incentives, a Customer must have an active steam account and the ECM being applied for must also save electricity and/or gas. Customers must meet any additional eligibility requirements set forth by Program rules.

Project Eligibility: Eligible projects do not include any RTEM systems purchased, contracted for, or installed prior to the Program start date. Con Edison will not offer financial incentives and/or rebates from the New York State Energy Research and Development Authority (NYSERDA) and/or another electric or gas utility company. Eligible projects must include a qualified RTEM system and the participation of a Participating Contractor. Con Edison reserves the right to reject or modify Customer's application and may also require a Customer to provide other documentation prior to approval.

Measure Eligibility: Eligible measures include electric or gas operational ECMs identified by qualified RTEM systems. Measures that include the installation of new equipment do not qualify as eligible measures under the Program and should apply instead to Con Edison's Commercial and Industrial Energy Efficiency Program, if eligible. Con Edison can incentivize steam savings from ECMs that also save electricity and/or gas; however, ECMs that only save steam savings are not eligible for incentives. Con Edison reserves the right to approve or disapprove any application or proposed measure for any reason or no reason.

Program Application: By signing this Program Application, Customer authorizes Con Edison or its subcontractors to enter Customer's building for purposes of inspecting installed RTEM systems and building conditions, inspecting installed operational measures, and evaluating the performance of installed measures.

Incentive Amounts: The incentive amounts for which qualifying projects are eligible are as provided for by Program rules. Con Edison's decision on incentive amounts will be final.

Implementation of Work: RTEM system installation must be completed within 90 days of a Notice to Proceed under the Program (unless Con Edison provides a written approval to extend this timeline) and must be performed by a Participating Contractor. All work must be in full compliance with the requirements of applicable laws, rules, and regulations of authorities having governmental and regulatory jurisdiction.

Payment of Incentives: Customer must pay Customer's share of the cost for RTEM system and measure implementation. When Con Edison confirms that a specific measure is satisfactorily completed, Con Edison will arrange for payment of the incentive for that measure to the Customer, or, if authorized to do so by the building owner, directly to the Participating Contractor.

Incentive checks will be sent approximately six weeks after Con Edison confirms satisfactory measure implementation. With advance notice to the Customer, following completion of the project and in order to provide Con Edison with an opportunity to review operational measures for Program evaluation purposes, the Customer agrees to cooperate with any effort by Con Edison or its contractors and subcontractors, to make or to have made follow-up visits to Customer facilities, and the Customer shall provide building energy system data, supporting documentation, and otherwise cooperate fully in support of this effort.

Inspection Requirements: Con Edison, in Con Edison's sole discretion, may schedule and conduct a post-installation inspection to ensure satisfactory RTEM system installation. Customer shall cooperate and provide facility and equipment access to accomplish the post-installation inspection, which must be completed to Con Edison's satisfaction. Customer agrees that Con Edison may perform monitoring and inspection of the implemented measures for a three-year period following completion of the installation to determine the actual energy savings.

Measurement and Verification: Con Edison, in Con Edison's sole discretion, may schedule and conduct on-site inspections and/or collect other information as required for the measurement and verification (M&V) of energy savings. All participating customers receiving incentives must agree to facilitate any Con Edison M&V activities for 24 months following implementation of operational measures.

Customer Information: Customer agrees that Con Edison may provide Customer information, including name, account number, electric and/or gas consumption data, and electric and/or gas energy savings to Con Edison's third-party evaluation and/or M&V contractor, including for the purposes of Program evaluation or other ongoing studies. The evaluation and/or M&V contractor will keep Customer information confidential. Customer information may also be provided to the New York State Public Service Commission (PSC) or other state agencies. Any Customer information provided to the PSC or other state agencies will be aggregated with information about other customers and not personally identifiable.

Tax Liability and Credits: Con Edison is not responsible for any taxes that may be imposed on a Customer as a result of installed Program measures. Each Customer must provide a valid Federal Tax I.D. number.

Disputes: Con Edison will have sole discretion to decide on the final resolution of any issues, including, but not limited to, eligibility or incentives.

Program Changes: Con Edison reserves the right to change, modify, or terminate the Program at any time without any liability except as expressly stated herein. Con Edison will honor written commitments made in a Notice to Proceed provided to a Customer prior to the date of any change, modification or termination of the Program, provided that project installations are completed within the time specified in the Notice to Proceed.

Program Expiration: The Program will expire December 31, 2026. Program enrollment will end on August 31, 2024, when funds are depleted, or when program enrollment is terminated, whichever comes first.

Disclaimer: Con Edison makes no representations or warranties, expressed or implied, and Con Edison does not guarantee that installation of RTEM systems or implementation of operational energy-efficiency measures will result in energy-cost savings. Accordingly, Con Edison recommends 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 Customer facilities.

Audit: Customer shall keep, maintain, and preserve for a period of four years after Program enrollment, full and detailed books, accounts, and records pertaining to involvement in the Program, including, without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Customer's involvement in the Program. Con Edison shall have the right from time to time and at all reasonable times during this period to inspect and audit any and all books, accounts and records related to Customer's involvement in the Program or reasonably necessary to the performance of an audit under the Program.

Indemnification and Limitation of Liability: To the fullest extent allowed by law, Customer shall indemnify, defend, and hold harmless Con Edison, its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs (including, without limitation, incurred to enforce this indemnity), arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program, caused or alleged to be caused in whole or in part by any actual or alleged act or omission of Customer, or any contractor, subcontractor, agent, or third party hired by or directly or indirectly under the control of Customer, including any party directly or indirectly employed by or under the control of any such contractor, subcontractor, agent, or third party or any other party for whose acts any of them may be liable.

To the fullest extent allowed by law, Con Edison's aggregate liability, regardless of the number or size of the claims, shall be limited to paying approved incentives in accordance with Program rules, and Con Edison and its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives shall not be liable to Customer or any third party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, Customer waives and releases Con Edison and its affiliates from all obligations (other than payment of approved incentives), and for any liability or claim associated with Customer's involvement in the Program.

No Warranties or Representations by Con Edison: (a) Con Edison does not endorse, guarantee, or warrant any contractor, manufacturer or product, nor any services performed in connection therewith, whether statutory, oral, written, express, or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. This disclaimer shall survive any cancellation, completion, termination, or expiration of Customer's participation in the Program. Customer acknowledges and agrees that any warranties provided by manufacturers, licensors, or providers of material, equipment, or other items provided or used in connection with the Program, including items incorporated in the Program ("third party warranties"), are not to be considered warranties of Con Edison, and Con Edison makes no representations, guarantees, or warranties as to the applicability or enforceability of any such third party warranties. The terms of this section shall prevail over any contrary language appearing in any other Program documents.

(b) Review of the design and implementation of ECMs by Con Edison is limited solely to determine whether Program requirements have been met and shall not constitute an assumption by Con Edison of liability with respect to the ECMs. Neither Con Edison nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the ECMs is proper or complies with any particular laws, codes, or industry standards. Con Edison does not make any representations of any kind regarding the benefits or energy savings to be achieved by the ECMs or the adequacy or safety of the ECMs.

(c) Con Edison is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.

(d) No activity by Con Edison includes any kind of safety, code or other compliance review.

Customer Responsibilities: Customer is responsible for all aspects of the ECMs and related work, including, without limitation, (a) selecting and purchasing the ECMs, (b) selecting and contracting with contractor(s), (c) ensuring contractor(s) are properly qualified, licensed and insured, (d) ensuring ECMs and installation of ECMs meet industry standards, Program requirements and applicable laws, regulations and codes, and (e) obtaining required permits and inspections. Con Edison reserves the right to (a) deny a vendor or contractor providing equipment or services in connection with the Program, and (b) exclude certain equipment from the Program.

Miscellaneous: (a) Headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.

(b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, then such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect.

(c) These Terms and Conditions shall be interpreted and enforced according to the laws of the State of New York. Any claim or action arising under or related to the Program or arising between the parties shall be brought and heard only in a court of competent jurisdiction located in the State of New York.

(d) If there is any conflict or inconsistency between these Terms and Conditions and any Program materials, then these Terms and Conditions shall be controlling.

(e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or Program materials unless such modification or amendment is in writing and signed by a duly authorized officer of Con Edison.