

Commercial And Industrial Energy Savings Opportunity

Energy Management Partnership Participation Agreement

Customer Information			
Customer Name:		Contact Name:	
Address:			
City:		State:	ZIP Code:
Email:		Phone:	

Program overview

The Energy Management Partnership (EMP) offering administered by implementation contractor Energy Infrastructure Partners (EIP), provides technical assistance, information and incentives to eligible commercial building and industrial customers of New York State Electric & Gas (NYSEG) and Rochester Gas and Electric (RG&E). The program is offered on a limited basis.

Program eligibility

Customer confirms that it is an existing business enterprise that receives electricity distribution services from NYSEG or RG&E. Customer agrees to allow EIP to access energy consumption data provided by NYSEG and RG&E. Customer agrees to provide full and accurate site data upon request.

Enrollment Instructions

Step 1: Complete this customer participation agreement

Step 2: Complete a W-9

Step 3: Email completed customer participation agreement and W-9 to NYEMP@energyinfrapartners.com

Customer agreed and accepted	
I have read and understood the customer participation agreement and the attached standard terms and conditions for participating customers, and certify that the information I have provided is true and correct.	
Signature:	Date:
Name (printed):	Title:

EIP agreed and accepted	
Signature:	Date:
Name (printed):	Title:

EMP Enrollment Agreement

Standard Terms And Conditions For Participating Customers

I, the applicant, hereby acknowledge and certify the following:

1. I have read, acknowledged, and accepted the terms and conditions of this rebate application.
2. I agree to the release of usage data to a third-party contractor selected by NYSEG/RG&E for the purpose of evaluating program effectiveness.
3. I agree that checks will be made payable to the party selected.

These standard terms and conditions for participating customers and the Customer Participation Agreement (referred to collectively as the "Agreement") are entered into by and between Energy Infrastructure Partners (EIP), LLC, a Delaware corporation or its affiliate ("EIP"), and the Customer for the purpose of evaluating and installing energy-efficient measures (EEM) under the Program funded by NYSEG and RG&E. In this Agreement, EIP and the Customer may be individually referred to as a "Party" and collectively as the "Parties." The Parties acknowledge and agree that the state regulatory governing body, the New York Public Service Commission (PSC), as well as NYSEG and RG&E, are third-party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the Parties acknowledge the adequacy and sufficiency of these terms and agree as follows:

- 1. ACCESS AND PARTICIPATION.** Customer agrees to support EIP and assign a representative to facilitate services provided under this agreement. Customer acknowledges its intent to implement EEMS. Customer agrees to allow EIP to access its facilities, energy use and cost information for the purposes of implementing this Agreement. Customer agrees not to use the name or identifying characteristics of NYSEG and RG&E or its contractors for any advertising, sales promotion, or other publicity of any kind. The customer also confirms that measures completed through other energy efficiency program rebates, incentives or services will not be eligible for EMP program incentives. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by NYSEG and RG&E.
- 2. ELIGIBILITY.** NYSEG and RG&E determine eligibility of customers at its sole discretion. EIP may request verification of eligibility requirements at any time during the program period. All accounts that an eligible large private energy customer has chosen to and been approved to opt out of the NYSEG and RG&E energy efficiency program for the period beginning January 1, 2024, may not contribute to or participate in the NYSEG and RG&E energy efficiency program as of January 1, 2024.
- 3. AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow EIP, NYSEG and RG&E, and third-party evaluators acting under the direction of NYSEG and RG&E, to access its facilities for the purpose of confirming customer's participation in the Program, inspecting implemented EEM, and verifying the energy savings achieved through the program. The customer agrees to cooperate with EIP, NYSEG and RG&E, and the third party evaluators, as necessary. The customer also agrees to remedy any issue arising from auditing and monitoring results at no additional cost within the time frame provided by the Program. Customer verifies that all EEM are implemented in accordance with all applicable federal, state and local laws, and manufacturer's specifications.
- 4. CONFIDENTIALITY.** EIP shall keep Customer non-public information confidential. Only EIP, the PSC and the third-party evaluators shall be granted access to Customer data as needed or required. EIP will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's written approval.
- 5. INDEMNIFICATION; LIMIT ON LIABILITY.** CUSTOMER AGREES TO INDEMNIFY NYSEG AND RG&E AND EIP AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY MEASURES IMPLEMENTED, PRODUCTS INSTALLED, OR SERVICES PERFORMED DURING THE INSTALLATION, IMPLEMENTATION, OR MAINTENANCE OF EEM. NEITHER NYSEG AND RG&E, EIP, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.
- 6. MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of New York without regard to conflict of law rules. The Parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement, or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate, or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of EIP. EIP may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance.



- 7. 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.
- 8. DISCLAIMERS.** NYSEG/RG&E does not endorse any market provider, manufacturer, product, labor, or system design by offering this program.
- 9. 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 if required by NYSEG/RG&E.
- 10. CHANGES TO THE PROGRAM:** NYSEG/RG&E may change the program and the Terms & Conditions at any time without notice.
- 11. 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 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.
- 12. LIMITATION OF LIABILITY:** 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.
- 13. OBLIGATIONS BETWEEN THE PARTIES:** 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.
- 14. 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.
- 15. CUSTOMER'S CERTIFICATION:** Customer agrees that all information is true and that he/she has conformed to all initiative requirements listed.