

COMBINED HEAT AND POWER (CHP) FEASIBILITY STUDY APPLICATION

January 1, 2019 through December 31, 2019

DIRECTIONS: Please save a copy of this form to your computer by selecting "FILE/SAVE AS" before entering text and numbers. Then fill in your information electronically and select "SAVE." Note that this form requires Adobe Reader® version to function properly. Download the most recent version of Adobe Acrobat Reader DC® at <http://get.adobe.com/reader>.

PROGRAM OVERVIEW

The ComEd® Energy Efficiency Program offers reduced-cost technical assessments to assist in identifying and quantifying energy efficiency opportunities for combined heat and power systems. ComEd provides direct funding to Service Providers to help cover the cost of approved energy-efficiency assessments. The CHP feasibility study can help you make important decisions about your facility by providing key information about energy efficiency measures, such as:

- Project feasibility
- Pre- and post-project energy usage
- Potential energy cost savings and implementation costs

The ComEd® Energy Efficiency Program provides Feasibility Study Incentive of up to:

- \$10,000 for CHP projects < 400 kW
- \$25,000 for CHP projects ≥ 400 kW

Please contact your service provider or ComEd representative for more information on study funding and requirements.

HOW TO APPLY

Please select an approved service provider from this list **CHP Service Providers**.

Your selected service provider will work with you to complete the application process and submit the application.

Upon application approval, your chosen service provider will have 90 calendar days to complete the assessment and present you with a final assessment report. Once you have accepted the report, your service provider will invoice you for the balance remaining after ComEd has paid their portion of the study cost.

Applications should be submitted by **ONE** of the following methods:

E-mail: **BusinessEE@ComEd.com (for businesses) or PublicSectorEE@ComEd.com (for public sector customers).**

Fax: **630-480-3436**

Mail: **Energy Resources Center (m/c 156)
University of Illinois
1309 South Halsted Street
Suite 205
Chicago, IL 60607**

Incentive applications and worksheets can be found at **ComEd.com/BizIncentives** or **ComEd.com/PublicSector**.

Questions? Call **855-433-2700** or e-mail **BusinessEE@ComEd.com** (for businesses) or **PublicSectorEE@ComEd.com** (for public sector customers) or call **855-433-2700**.

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FACILITY INFORMATION			
Customer name:		Facility owner name:	
Facility address:		City:	State: Zip code:
Primary project contact:		Title:	
Telephone:		Email:	
Secondary project contact:		Title:	
Telephone:		Email:	
Total space square footage:	Year of construction:	Have you previously had an energy efficiency study? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, when?: _____	

FACILITY ELECTRIC ACCOUNT INFORMATION		
ComEd account number:		
Annual electricity use (kWh/yr):	Annual electricity cost (\$/yr):	Peak demand (kW):

SERVICE PROVIDER INFORMATION (IF SELECTED)		
Service provider name:	Primary service provider contact:	Title:
Telephone:	Email:	

PROJECT FUNDING		
Funds requested from ComEd:	Facility owner funds provided:	Total assessment cost:
Does the applicant have funding approved to implement measures? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how much?: \$ _____		

SCOPE OF WORK
Please attach your service provider's scope of work to this application form. Please note a scope of work from your service provider must be submitted to ComEd prior to application approval and reimbursement value assignment. Customers who have not selected a service provider should contact ComEd for a list of pre-qualified providers.

CUSTOMER SIGNATURE (REQUIRED)	
I certify that the information provided in this application is true and correct. I have read and understand the program requirements and terms and conditions set forth in this application and agree to abide by these requirements. I verify by my signature that I have authority to submit this application.	
Authorized customer signature:	Date:
Name:	Title:

PLEASE NOTE THAT THIS DOCUMENT WILL REQUIRE RE-SAVING WHEN A DIGITAL SIGNATURE IS USED.

TERMS AND CONDITIONS

January 1, 2019 through December 31, 2019

PROGRAM AND PROJECT ELIGIBILITY

The ComEd Energy Efficiency Program offers incentives, technical services and whole-building solutions to help businesses and facilities use energy more efficiently. Program incentives are available to all non-residential customers within the ComEd service territory who pay into the Energy Efficiency and Demand Response Adjustment (Rider EDA) and receive their electricity over ComEd wires, regardless of retail electric supplier. Funds are limited and subject to availability.

TERMS OF THE ASSESSMENT

ComEd will pay a predetermined portion of the Service Provider (SP) fee upon completion of the assessment. ComEd provides Feasibility Study incentives up to \$10,000 for projects less than 400 kW and up to \$25,000 for projects greater than or equal to 400 kW. The remaining amount of the fee is paid by you, the customer. Should you enter into a contract with the SP for additional services beyond the scope of the services described in the application, the additional costs will be your sole responsibility and will not be reimbursed by ComEd.

INDEPENDENT CONTRACTORS

You, the customer, understand and agree that the SP and any of their subcontractors and suppliers are independent contractors and are not affiliates or employees of ComEd.

MINIMUM CUSTOMER COMMITMENT

If accepted into the program, you, the customer, agree to:

- Upon reasonable notice by ComEd, provide access to your facility and provide time for facility personnel to interface with the SP during all phases of the project.
- Provide and assist with the reporting and collection of information pertaining to your operation during all phases of the project.
- Allow ComEd to release historical account data for your facility to the ComEd program administrator for use in the assessment.
- Consent that your company may be recognized as a program participant in promotional materials; however, study details will not be related without prior consent. If you choose to opt out of any recognition, you should indicate your choice in a written letter.

To the extent that the ComEd program administrator determines (in its sole and reasonable discretion) that you fail to fulfill the Minimum Customer Commitment requirements for the CHP feasibility study assessments, you are responsible for payment of time and materials costs accrued by the SP(s) for the approved study.

INSPECTIONS

ComEd reserves the right to inspect all projects to verify compliance with program rules and the accuracy of project documentation. This may include metering, data collection, interviews and utility bill data analyses. Upon reasonable notice by ComEd, the customer must allow access to project documents and the facility.

DISPUTES/GOVERNING LAW

This application shall be exclusively governed by and interpreted in accordance with the laws of the State of Illinois. Any litigation between the parties shall be prosecuted only in the state or federal courts located in Cook County, Illinois.

TOXIC MATERIALS

Neither ComEd, its consultants, contractors and subcontractors, nor the SPs shall have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure to hazardous materials of any kind in connection with customer's facility, including without limitation, asbestos, asbestos products, PCBs, or any other toxic substances.

LIMITATIONS OF LIABILITY

The customer shall independently evaluate any advice or information offered by ComEd related to estimates of electricity savings or program costs and is solely responsible for the selection and implementation of Energy Conservation Measures (ECMs).

IN NO EVENT WILL ComEd, ITS CONSULTANTS, CONTRACTORS AND/OR SUBCONTRACTORS, OR THE SPs BE LIABLE FOR THE CUSTOMER'S FAILURE TO ACHIEVE A SPECIFIED AMOUNT OF ENERGY SAVINGS, THE OPERATION OF CUSTOMER'S FACILITIES, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE

IMPLEMENTATION OF ECMs AT CUSTOMER'S FACILITIES. IN NO EVENT WILL ComEd BE LIABLE TO THE CUSTOMER FOR ANY LOST PROFITS, LOST SAVINGS OR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE CUSTOMER'S PARTICIPATION IN THIS PROGRAM.

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LIMITATIONS OF LIABILITY (CONTINUED)

Each party hereby agrees to defend, indemnify and hold harmless the other party, its consultants, contractors and subcontractors, and the SPs and their respective officers, employees, agents, assigns and successors-in-interest (“Indemnified Parties”) from and against any third party claims, damages, losses, liability, costs (including attorney’s fees and expenses) for bodily injury to any person (including death resulting therefrom) and property damage arising out of or in connection with the program, except to the extent such claims, damages, losses, liability and costs are caused by the negligence or willful misconduct of the other party.

DISCLAIMER

ComEd does not guarantee that certain energy savings will be achieved and does not make any warranties associated with the measures eligible for incentives under this program. ComEd has no obligations regarding, and does not endorse or guarantee, any claims, promises, representations, or work made or performed, or equipment furnished or installed by any contractors, subcontractors or vendors that sell or install energy-efficiency measures.

The customer shall be entitled to the energy cost savings realized by the customer that result from the installation of the cost-effective energy-efficiency measure(s) at the customer’s site. In consideration of the services provided by ComEd as part of this program, the customer agrees that ComEd is entitled to 100% of the rights and benefits associated with the measures, including without limitation PJM products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation, and customer waives, and agrees not to seek, any right to the same.