

AWARD ACCEPTANCE AGREEMENT

This Award Acceptance Agreement ("Agreement") is entered into as of [Date], by and between:

- Consolidated Edison Company of New York, Inc., a regulated utility organized and existing under the laws of the State of New York, with principal offices at 4 Irving Place, New York, NY 10003 ("Utility"), and
- [Applicant Legal Name], a [corporation/LLC/partnership] organized under the laws of [State], with principal offices at [Address] ("Applicant").

1. Recitals

WHEREAS, Utility conducted a procurement process for resources under its Rider AC (Term and Auto DLM) programs for the [Vintage Year] Vintage Year;

WHEREAS, Applicant submitted a proposal in response to Utility's solicitation;

WHEREAS, Utility has issued a conditional award to Applicant subject to Applicant's acceptance and execution of a final contract; and

NOW, THEREFORE, the parties agree as follows set forth herein.

2. Definitions

- Award – the conditional allocation of program capacity to Applicant as set forth in Utility's Award Notice dated [Date].
- Final Contract – the definitive agreement governing Applicant's participation in the Rider AC program.
- Acceptance Period – thirty (30) calendar days following Applicant's receipt of the Award Notice, or such other period as specified in the solicitation.
- Award Acceptance Notice – Applicant's written notice confirming acceptance of the Award (this Agreement signed).
- Award Rejection Notice – Applicant's written notice declining the Award.

3. Applicant's Election

Within the Acceptance Period, Applicant shall deliver to Utility either:

- (a) an Award Acceptance Notice (this Agreement signed), or
- (b) an Award Rejection Notice.

Failure to deliver either notice shall be deemed an Award rejection.

4. Binding Effect of Acceptance

Upon delivery of an Award Acceptance Notice (this Agreement signed):

- Applicant is legally bound to enter into the Final Contract on the material terms set forth in Applicant's Proposal, and the Award Notice provided by Utility to Applicant.
- Applicant shall negotiate and execute the Final Contract in good faith in accordance with the timeline listed in the solicitation, but in no event later than one hundred and twenty (120) days from acceptance.
- Utility may rely upon Applicant's commitment in program administration and regulatory filings.

5. Failure to Execute Final Contract

If Applicant fails to execute the Final Contract after acceptance:

- Utility may rescind the Award.
- Applicant forfeits eligibility in the current cycle. Utility may reallocate the Award in a subsequent clearing round.
- Utility may, in its discretion, restrict Applicant from submitting proposals in future procurement cycles.

6. Utility's Rights

Utility reserves the right to remove rejected Awards, conduct a second clearing round, redistribute capacity, and otherwise modify the process as may be required by regulators. Utility may terminate this Agreement if required by regulatory order or as otherwise permitted under Section 8 of this Agreement.

7. Representations and Warranties

Applicant represents that Applicant has authority to enter this Agreement, Applicant's Proposal remains valid, and that entering into this Agreement does not conflict with other obligations.

8. Regulatory Compliance

This Agreement is subject to tariffs, riders, and regulatory approvals. Utility may amend or terminate if required by regulatory order.

9. Remedies

Utility may seek injunctive relief and damages including administrative costs and disqualification from future procurements.

10. Miscellaneous

- Governing Law: State of New York.
- This Agreement is the sole agreement between the parties as to the subject matter hereof.
- Counterparts and electronic signatures permitted.

Signatures

UTILITY

By: _____

Name: [Name]

Title: [Title]

Date: [Date]

APPLICANT

By: _____

Name: [Name]

Title: [Title]

Date: [Date]