



2010 Direct Install Program Application and Participation Agreement

Utility(ies) Serving Customer:

- Atlantic City Electric
 Jersey Central Power & Light
 PSE&G
 New Jersey Natural Gas
 Elizabethtown Gas
 Rockland Electric Co.
 South Jersey Gas
 Other Utility

Instructions

- Fill out all applicable sections below.
- Provide a completed Application and signed Participation Agreement to the Participating Contractor serving your area, along with copies of utility billing demonstrating peak electric demand does not exceed 200 kW in the preceding 12 months. The 200 kW eligibility requirement is waived for local government entity projects.
- Your Contractor will confirm program participation eligibility, perform the Energy Assessment, and arrange for final approval by the Market Manager prior to installing eligible measures.

Customer Information

Legal Name			
Company Address		City	State
			Zip
Project Contact	Phone	E-Mail	
Customer to provide: a) Copies of required gas and electric billing		<input type="checkbox"/> Check if attached	

Facility Information (Facility on which Energy Assessment is to be conducted and measures provided)

Facility Address		City	State	Zip
			NJ	
County	Utility Account Number(s): Electric _____ Gas _____			
Facility Name and Brief Type/Occupancy Description				
Does the facility contain refrigeration equipment? ___ Yes ___ No If yes, check which type(s): ___ Cases ___ Walk-In Coolers ___ Walk-In Freezers				

For Participating Contractor Use Only

Company Name		Contact
Contact Phone	Contact E-mail	Contractor Assigned Project Number
Peak Electric Demand _____ kW (based on preceding 12 months)	Project Name	

For Market Managers Use Only

Application Date Received	Application Approved By
Application Package Date Received	Application Package Approved By

DIRECT INSTALL PROGRAM PARTICIPATION AGREEMENT

DEFINITIONS:

ADMINISTRATOR - The New Jersey Board of Public Utilities (NJBPUB).

APPLICATION - Page 1 of this Application and Participation Agreement.

APPLICATION PACKAGE - Consists of the entirety of: an executed Application and Participation Agreement, utility billing demonstrating, if required, peak electric demand not exceeding 200 kW in the preceding 12 months, and completed Energy Assessment with Scope of Work Attachment. Measures may not be installed and Incentives shall not be paid until after the Application Package is approved by the Market Manager.

COMPLETION AND ACCEPTANCE OF MEASURES - Work performed by Participating Contractor shall be deemed completed and accepted upon the signing of a Measure Acceptance Form by the Participating Customer and Market Manager.

ENERGY ASSESSMENT - An inventory of existing energy consuming equipment and analysis of possible replacement Measures generated by the Program-approved energy assessment tool to determine estimated energy savings, in addition to costs and Incentives eligible under the Program.

ENERGY EFFICIENT MEASURES (or "Measures") - Any device or grouping of devices eligible to receive an Incentive through the Program.

INCENTIVE - An amount paid by the Direct Install component of New Jersey's Clean Energy Program through the Market Manager to the Participating Contractor in connection with the installation of a Measure. Incentives are available to cover up to 60% of the cost of installed Measures. **Incentives are subject to change without notice prior to the Market Manager approving the Application Package.**

MARKET MANAGER - TRC Energy Services.

MEASURE ACCEPTANCE FORM - A document providing the means by which the Contractor and Customer confirm and accept the installation of Measures.

NEW JERSEY UTILITIES - The regulated electric and/or gas utilities in the State of New Jersey. They are: Atlantic City Electric, Jersey Central Power & Light, Rockland Electric Company, New Jersey Natural Gas, Elizabethtown Gas, PSE&G, and South Jersey Gas.

PARTICIPATING CONTRACTOR (or "Contractor") - An entity under contract to the Market Manager which performs Energy Assessments and installation of Measures in connection with the Program.

PARTICIPATING CUSTOMER (or "Customer") - Those non-residential electric and/or gas service customers of the New Jersey utilities, municipal utilities or rural electric cooperatives who participate in the Program.

PRE-INSTALLED MEASURES - Measures installed before the application approval date **shall not** be included in the work scope and will not receive Program Incentives.

PROGRAM - New Jersey's Clean Energy Direct Install Program offered herein by the New Jersey Board of Public Utilities pursuant to state regulatory approval under the New Jersey Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49, et seq, **and subject to change without notice and subject to funding availability.**

PROGRAM SCOPE - Services to be provided under the Program are limited to those directly associated with the evaluation and installation of Measures and shall in no way include work by the Contractor in connection with the correction of apparent or hidden safety issues or code violations. Contractor shall not perform work where, in its sole discretion, it is determined such safety issues or code violations exist. All work shall be performed during normal business hours, Monday through Friday unless the Customer and Contractor agree otherwise, in which case the Contractor shall not receive additional compensation for work performed outside of such normal business hours.

PROJECT - The Measure(s) to be installed in the facility listed under the Facility Information section of the application.

SCOPE OF WORK ATTACHMENT - A document generated by the Energy Assessment tool which lists the Measures eligible for installation, their Incentive Amounts and costs to be paid by the Customer. Once countersigned by the Customer and Contractor indicating the Measures to be installed in the Project and approval by the Market Manager, the Scope of Work Attachment shall be part of this Participation Agreement.

PARTICIPATION PROCESS:

1. Customer completes Application and provides necessary utility usage and demand data.
2. Contractor performs the Energy Assessment using the program-approved energy assessment tool. The Energy Assessment generates a Scope of Work Attachment for countersignature by the Customer to indicate which eligible Measures are to be included in the Project.
3. Contractor countersigns the Scope of Work Attachment and submits a full Application Package to the Market Manager for approval.
4. Upon Market Manager's approval, Contractor performs retrofit work to remove existing equipment and install Measures, and submits documentation of Project completion in the form of a Measure Acceptance Form signed by the Customer. Contractor invoices the Market Manager for the Incentive portion and the Customer for the balance.
5. Customer pays outstanding balance of costs, less any prior payment or deposit, to Contractor according to amounts listed on the Scope of Work Attachment.

The Market Manager, or agent thereof, reserves the right to conduct inspections of the Project prior to or after the installation of Measures. To be eligible for Incentives, the Application Package must be approved by the Market Manager prior to Measure installation.

CHANGES TO THE PROGRAM - The Program and/or Participation Agreements may be changed by the Market Manager or Administrator at any time without notice, however, approved Application Packages will be processed to completion under the terms in effect at the time of approval.

ELIGIBILITY - Program services and Incentives are available to existing non-residential, commercial and industrial buildings with a peak electric demand that did not exceed 200 kW in the preceding 12 months and served by at least one of the New Jersey utilities, municipal utilities or rural electric cooperatives who participate in the Program. If the Participant is a municipal electric company customer, and a customer of a regulated gas New Jersey utility, only gas Measures will be eligible under the Program. The 200 kW eligibility requirement is waived for local government entity projects.

Customers of New Jersey utilities who have not contributed to the Societal Benefits Charge during the calendar year in which the Application Package is received by the Market Manager may not be eligible for Incentives offered through the Program.

NO ENDORSEMENT - The Market Manager and Administrator do not endorse, support or recommend any particular manufacturer, product or system design.

INCENTIVE AMOUNTS - Incentive amounts will be listed in the Scope of Work Attachment which, when completed and countersigned by the Customer and approved by the Market Manager, will be part of this Participation Agreement. The Customer will be responsible for paying the remaining balance of costs listed in the Scope of Work Attachment upon receipt of Contractor's invoice.

Incentives will be offered for eligible and qualifying Measures as determined from the Energy Assessment and listed on a separate Scope of Work Attachment. The Scope of Work Attachment shall be countersigned by the Customer to indicate eligible and qualifying Measures to be included in the Project. **All Incentive payments shall be paid by the Market Manager on behalf of the Program directly to the Contractor.** The Program is not bound to pay any Incentive unless the Application Package associated with the Incentive payment is approved by the Market Manager prior to Measure installation.

INCENTIVE CAP - Market Manager reserves the right to limit the amount of Incentives on a per-Project or Program basis. Any such caps on individual projects will be disclosed to Customers on the Scope of Work Attachment.

INSTALLATION AGREEMENT - Following completion of the Energy Assessment, but prior to commencement of any installation work, the Customer will be presented a separate Installation Agreement in the form of a Scope of Work Attachment which shall become part of this Agreement. By executing the Scope of Work Attachment, the Customer agrees to allow the Contractor to install the eligible Measures identified in the Scope of Work Attachment.

DIRECT INSTALL PROGRAM PARTICIPATION AGREEMENT

WARRANTIES - THE MARKET MANAGER AND ADMINISTRATOR DO NOT EXPRESSLY OR IMPLIEDLY WARRANTY THE PERFORMANCE OF INSTALLED EQUIPMENT, AND/OR SERVICES RENDERED AS PART OF THIS PROGRAM. NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING EQUIPMENT OR SERVICES ARE PROVIDED BY ANY PARTY, INCLUDING THE MARKET MANAGER UNDER THE PROGRAM. CONTRACTOR SHALL EXTEND TO CUSTOMER FULL EQUIPMENT, MATERIALS AND LABOR WARRANTIES WITH AN EXPIRATION DATE OF THE LATER OF EITHER ONE YEAR FROM THE DATE OF INSTALLATION OR THE MANUFACTURER'S STANDARD WARRANTY EXPIRATION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WARRANTY ISSUES RELATING TO EQUIPMENT AND MATERIALS INSTALLED UNDER THE PROGRAM FOR A PERIOD OF ONE YEAR.

In no way shall the reviews, inspections, approvals and all other actions performed by the Market Manager under the Program be construed as a determination or acceptance of performance, applicability, dollar savings, or energy savings. The Market Manager and Administrator offer no guarantee or warranty of performance for equipment or labor provided in connection with the Program. The Contractors assume full responsibility and liability for the removal and installation of all equipment, including but not limited to design, specification, all permits, installation, maintenance, performance, and proper disposal of equipment removed, including lamps and ballasts.

LIMITATION OF LIABILITY – By virtue of participating in the Program, Participating Customer agrees to waive any and all claims or damages against the Market Manager, and the Administrator. Participating Customers agree that the Market Manager's and Administrator's liability, in connection with the Program, is limited to paying the Program Incentives specified directly to the Participating Contractor, for the value of the work performed/Measures installed, as identified in the Installation Agreement. Under no circumstances shall the Market Manager, its representatives, or subcontractors, or the Administrator be liable for any lost profits, special, punitive, consequential

or incidental damages or for any other damages or claims connected with or resulting from participation in this Program. Further, any liability attributed to the Market Manager or its subcontractors under this Program shall be individual, and not joint and/or several.

INDEMINIFICATION – As part of agreeing to participate in the Program, which includes financial incentives to reduce the customer's net project costs, the Participating Customer agrees to indemnify and hold harmless the Market Manager and Administrator and their respective staffs with respect to the Project.

INSPECTION – Customer agrees to grant Market Manager reasonable access to Customer's Facility to inspect both pre-existing equipment (if applicable) and the Measures installed under this Program, either prior to issuing Incentives or at a later time.

PROGRAM OFFER – The Program covers services rendered on or after December 15, 2009. Program Incentives are available to non-residential retail electric and/or gas service customers of the New Jersey Utilities.

TAX LIABILITY – Neither the Market Manager nor Contractor shall be responsible for any tax liability that may be imposed on any Customer as a result of the payment of Program Incentives.

TERMINATION – The Administrator reserves the right to extend, modify (this includes modification of Program Incentive levels) or terminate this program without prior or further notice.

CUSTOMER ACKNOWLEDGEMENT – I have read, understood and am in compliance with all rules and regulations concerning this incentive Program. I certify that all information provided is correct to the best of my knowledge, and I give the Market Manager permission to share my records with the New Jersey Board of Public Utilities, and contractors it selects to manage, coordinate or evaluate New Jersey's Clean Energy Programs, including the release of electric and natural gas utility billing information. I allow reasonable access to my property to inspect the installation and performance of the technologies and installations that are eligible for Incentives under the guidelines of New Jersey's Clean Energy Program. This Participation Agreement supersedes all other communications and representations.

The Parties signing below certify they are duly authorized to enter into this agreement and hereby accept the above terms:

PARTICIPATING CUSTOMER

Name of Participating Customer

Authorized Signature

Date

CONTRACTOR'S COUNTERSIGNATURE

By signing, below, I certify that I have received the Customer's Application Package and will, in connection with the Project, perform my obligations as Participating Contractor as outlined in the separate Program Contractor Agreement executed between the Contractor below and the Market Manager.

PARTICIPATING CONTRACTOR

Name of Participating Contractor

Authorized Signature

Date