



# 2009 PAY FOR PERFORMANCE APPLICATION FORM

<b>Utility Serving Applicant:</b>	<input type="checkbox"/> Atlantic City Electric	<input type="checkbox"/> Jersey Central Power & Light	<input type="checkbox"/> PSE&G
<input type="checkbox"/> New Jersey Natural Gas	<input type="checkbox"/> Elizabethtown Gas	<input type="checkbox"/> Rockland Electric Co.	<input type="checkbox"/> South Jersey Gas

## Instructions

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| <ol style="list-style-type: none"> <li>1. Read the program material to determine project qualification.</li> <li>2. Read the "Participation Agreement" and sign where indicated.</li> <li>3. Fill out all applicable spaces on this form.</li> <li>4. Obtain a copy of the customer's company W-9 form.</li> <li>5. Obtain the most recent consecutive 12 month period of utility bills for the project.</li> </ol> | <ol style="list-style-type: none"> <li>6. Provide brief description of facility.</li> <li>7. Partner must submit the application package via e-mail, mail or fax <b>DIRECTLY</b> to the Market Manager – see back of this form.</li> </ol> <p>*Exception: The Participation Agreement with an original signature must be submitted via regular mail.</p> |
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## Customer Information

Company Name		Project Contact/Title		
Company Address		City	State	Zip
Phone/Fax	E-mail	Federal ID/SSN		

## Customer's Designated Payee (if different from above)

Company Name		Contact Person/Title		
Billing Address		City	State	Zip
Phone	Fax	E-mail		

## Project Information

Building Address		City	State	Zip
Utility Account Number(s): Electric		Gas		
<small>* Note: Please use the back of this page for additional utility accounts if quantity exceeds space allotment.</small>				
Average Annual Peak kW Demand			Number of buildings	
Size of building(s) (gross sq/ft)		Direct, Master or Sub Metered		

## Partner Information

Company Name		Project Contact/Title		
Company Address		City	State	Zip
Phone	Fax	E-mail		

## For Market Managers Use Only

Date Rec'd	Project No.	Project Name
Encumbrance Amount		Approved By

## Additional Project information

Additional Utility Account(s)

Account type	Account number
Account type	Account number
Account type	Account number
Account type	Account number
Account type	Account number
Account type	Account number
Account type	Account number
Account type	Account number
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Account type	Account number

Complete this application form and send it directly to the Commercial/Industrial Market Manager by email, mail or fax.

\* An original copy of the executed Participation Agreement must be sent via regular mail.

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\*Incentives/Requirements subject to change.



## Participation Agreement

### Definitions:

**ADMINISTRATOR** – New Jersey Board of Public Utilities (NJBPU)

**APPLICATION PROCESS** – The Program pays incentives in phases upon satisfactory completion of each of three Program milestones - approval of a complete Energy Reduction Plan, installation of all recommended measures per the Energy Reduction Plan, completion of a Measurement & Verification Report (for incentive amounts, please refer to "incentive amounts"). In order to be eligible for Program Incentives, a Customer or an agent authorized by a Customer, must submit to the Market Manager a properly completed application package – application form, Customer's company W-9, twelve consecutive months of the project's utility bills and executed participation agreement. All components of the application package must be filled out completely, truthfully and accurately. This application package must be received on or before December 31, 2009 in order to be eligible for the 2009 incentives. The Market Manager will review the application package to determine if the project is eligible for a Program Incentive. When approved, the Customer will receive an approval letter from their Case Manager with the estimated authorized first incentive amount and the date by which the Energy Reduction Plan must be submitted. Upon receipt of the approval letter, the Customer and Partner may proceed with work on the Energy Reduction Plan. The Market Manager or agent thereof reserves the right to conduct a pre-inspection of the facility prior to the installation of equipment. This will be done prior to the issuance of the approval letter. **Any Customer and/or Agent who purchases equipment prior to the receipt of an application approval letter does so at their own risk.**

**BENCHMARKING** – Participating Customers must work with their selected Pay for Performance Partner to benchmark their project's energy performance prior to the installation of the energy conservation measures included in the Energy Reduction Plan work scope. Benchmarking must be conducted using the EPA Portfolio Manager software in accordance with the Energy Reduction Plan Guidelines. The results of the benchmarking will be used in determining the performance-based incentives (Incentives #2 & #3). Any discrepancies, intentional or otherwise, between the project's actual consumption and that entered into the benchmarking tool may be subject to immediate cancellation of this Agreement and/or repayment of any incentives.

**CHANGES TO THE PROGRAM** – The Program and Participation Agreements may be changed by the Market Manager at any time without notice. Approved applications, however, will be processed to completion under the agreements in effect at the time of the Market Manager's approval.

**ELIGIBILITY** - Program Incentives are available to existing commercial and industrial buildings with an annual average peak kilowatt demand usage of more than 200 kW and a customer of the New Jersey Utilities. 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.

*Equipment procured by Participating Customers through another program offered by the New Jersey Utilities, as applicable, is not eligible for incentives through this Program. Customers who, from January 1, 2009 to December 31, 2009, have not contributed to the Social Benefits Charge of the applicable New Jersey Utility may not be eligible for incentives offered through this program.*

**ENDORSEMENT** – The Market Manager and Administrator do not endorse, support or recommend any particular manufacturer, product or system design in promoting this Program.

**ENERGY-EFFICIENT MEASURES** – Any device eligible to receive a Program Incentive payment through the New Jersey's Clean Energy Commercial and Industrial Program.

**ENERGY REDUCTION PLAN** – A document created by the Customer's selected Partner that defines several key aspects of the project including (but not limited to) existing conditions as a result of a whole-building technical analysis, benchmarking summaries, recommended measures, financing plan and implementation schedule.

**ENERGY REDUCTION PLAN APPROVAL** – After application approval, the Participating Customer and Partner must work together to finalize and submit an Energy Reduction Plan which incorporates a work scope that will achieve the minimum 15% reduction in source energy performance target in accordance with the Program rules and policies along with the Benchmarking Tool, modeling software file, a copy of the executed Partner and Participating Customer contract, an original copy of the executed Installation Agreement and an unsigned Request for Incentive #1 Payment

form. All components of the submittal package must be filled out completely, truthfully and accurately. The Market Manager, agents thereof and/or the selected Partner must be provided reasonable access to the Participating Customer's facility, staff, tenants and/or others necessary to develop an Energy Reduction Plan that will achieve the minimum 15% performance target as well as the necessary utility billing data as dictated by the Program. The Energy Reduction Plan submittal package will be reviewed and must be approved by the Market Manager prior to payment of Incentive #1. Once approved, the Partner will submit an executed copy of the Request for Incentive #1 payment form. Upon approval of the submittal package, the Customer will receive an Incentive #1 approval letter indicating the date by which all measures in the Energy Reduction Plan must be installed (no later than eighteen months following the Energy Reduction Plan submittal approval date).

**INCENTIVE AMOUNTS** – Incentives will equal: Payment #1 - \$0.10 per square foot of the project with a maximum amount of \$50,000 and minimum of \$5,000, not to exceed 50% of the project's annual energy cost and contingent on installation of measures in the Energy Reduction Plan; Payment #2 – 50% of the total performance-based incentive (combination of Incentive #2 and #3) calculated per Program's incentive structure; Payment #3 – remaining amount based on the realized energy savings of the project.

The Market Manager will provide incentives according to those described in this section or as modified upon notice to Participating Customer. All incentive payments are paid directly to the Participating Customer or the Participating Customer's designee as indicated on the application form. The Program is not bound to pay any incentive unless the submittal package associated with the incentive payment is approved by the Market Manager who reserves the sole discretion of approving or disapproving the submittal packages.

**INCENTIVE CAP** – Program Incentives #2 and #3 will be capped not to exceed 50% of the total actual project cost. Incentive #1 will be capped not to exceed 50% of the project's annual energy cost. The Market Manager reserves the right to limit the amount of the Program Incentives (Incentive #1, #2 and #3) to \$1M per utility meter (limited to \$2M per project) and \$1M per combined heat and power unit in the project in a calendar year. In order to access Program Incentives (not including CHP) that exceed \$1M, the project must include both electric and gas savings.

**INSTALLATION AGREEMENT** – The Participating Customer must submit an executed Installation Agreement as part of the Incentive #1 Payment Submittal. By executing the Installation Agreement, the Customer agrees to install all of the measures in the Energy Reduction Plan, which are estimated to result in meeting or exceeding the minimum 15% performance target. The Customer agrees to the performance-based incentives (Incentives #2 & #3) as indicated in the document which are based on the project's benchmarking results. Implementation of the measures must commence in the time period six months following the approval date of Incentive #1. Failure to complete the installation of the measures in the Energy Reduction Plan will result in the repayment of Incentive #1.

**LIMITATION OF LIABILITY** – By virtue of participating in this Program, Participating Customers agree to waive any and all claims or damages against TRC Energy Services, the Market Manager, and the Administrator, except the receipt of the Program Incentive. Participating Customers agree that the Market Manager's and Administrator's liability, in connection with this Program, is limited to paying the Program Incentive specified. 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 under this Program shall be individual, and not joint and/or several.

The Market Manager's review and approval of the Energy Reduction Plan cannot be construed to be a determination as to performance, applicability, dollar savings, energy savings, or any other aspect of the proposed project. The Market Manager and Administrator offer no guarantee or warranty of performance of the project's equipment or system. The participant assumes full responsibility and liability for the installation of all equipment, including but not limited to design, specification, all permits, installation, maintenance, performance and financing. By participating in the program and accepting incentive dollars, you agree to hold harmless the Market Manager and Administrator and their respective staffs with respect to the Project

**MARKET MANAGER** – TRC Energy Services is responsible for managing the New Jersey Clean Energy Commercial & Industrial Programs.

**MEASUREMENT & VERIFICATION APPROVAL** – Twelve months subsequent to the Incentive #2 Payment Submittal package submission date, measurement and verification of the projected energy reduction will be conducted by the Participating

Customer's Partner using the project's post-installation utility data (supplied by the Customer). The Participating Customer must work with their Partner to submit the Incentive #3 Payment Submittal, consisting of the M&V Report, Benchmarking Tool, modeling software file, Request for Incentive #3 form. All components of the submittal package must be filled out completely, truthfully and accurately. Upon review of the submittal package (by the Market Manager or agent thereof), the remaining 50% of the total performance-based incentive (Incentives #2 & #3) will be released to the Participating Customer. If the M&V Report indicates that the project did not meet the minimum performance target, the post-installation completion period may be extended to up to eighteen months subsequent to the Incentive Payment #2 package submission date. Upon approval of the submittal package, the Customer will receive an Incentive #3 Submittal approval letter indicating successful completion of the program.

**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 CUSTOMERS** – Those non-residential electric and/or gas service customers of the New Jersey Utilities who participate in this Program.

**PARTICIPATING CUSTOMER'S CERTIFICATION** – Participating Customer agrees that all information is true and that he/she has conformed to all of the Program and equipment requirements per the Program Guidelines. Participating Customer certifies that he/she purchased and installed the equipment listed in the Energy Reduction Plan at their defined New Jersey project location.

**PAY FOR PERFORMANCE PARTNER (or PARTNER)** – An approved professional who provides technical building performance services to Participating Customers, acting as their "energy efficiency expert".

**PERFORMANCE BASED INCENTIVES** – The combination of Incentives #2 and #3, which are based on the projected and actual energy reduction performance of the project.

**POST-INSTALLATION APPROVAL** – After the complete installation of all measures in the Energy Reduction Plan, the Customer and their Partner must finalize and submit the Incentive #2 Payment Submittal, consisting of the Installation Complete Report, Benchmarking Tool, modeling software file, Request for Incentive #2 Payment form. All components of the submittal package must be filled out completely, truthfully and accurately. Upon review of the submittal package and verification of the complete installation of all measures in the Energy Reduction Plan (via inspection by the Market Manager or agent thereof), 50% of the total performance-based incentive (Incentives #2 & #3) will be released to the Participating Customer. Upon approval of the submittal package, the Customer will receive an Incentive #2 approval letter indicating the date by which the post-installation Measurement & Verification phase began and will end (twelve months in length).

The Market Manager reserves the right to verify sales transactions and to have reasonable access to Participating Customer's facility to inspect both pre-existing products or equipment (if applicable) and the Energy-Efficient Measures installed under this Program, either prior to issuing incentives or at a later time.

Energy-Efficient Measures must be installed in buildings located within the service territory of one of the New Jersey Utilities (as defined by the Program) as designated on the Participating Customer's Pay for Performance application. Program Incentives are available for qualified Energy-Efficient Measures as listed and described in the Program Guidelines. The Participating Customer must ultimately own the equipment, either through an up-front purchase or at the end of a short-term lease.

**PRE-INSTALLED MEASURES** – Measures installed before the application approval date can NOT be included in the Energy Reduction Plan work scope and will not receive Program incentives.

**PRODUCT INSTALLATION OR EQUIPMENT INSTALLATION** – Installation of the Energy-Efficient Measures.

**PROGRAM** – New Jersey's Clean Energy Pay for Performance 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, NJSA 48:3-49, et seq.

**PROGRAM GUIDELINES** – See Energy Reduction Plan Guidelines.

**PROGRAM INCENTIVES** – Refers to the amount or level of incentive that the Program provides to participating customers pursuant to the Program offered herein (see the description under "Incentive Amount" heading).

**PROGRAM OFFER** – The Program covers products purchased and/or services rendered on or after February 1, 2009. Program Incentives are available to non-residential retail electric and/or gas service customers of the New Jersey Utilities.

**PROJECT** – A commercial or industrial existing building with over 200 kW annual peak demand electric usage or multiple commercial or industrial existing buildings within a complex owned by a common entity with combined annual peak demand electric usage of over 200 kW.

**SELECTION OF PAY FOR PERFORMANCE PARTNER** – Participating Customers are required to hire an approved Pay for Performance Partner to develop the Energy Reduction Plan and facilitate installation of the recommended package of energy efficient measures. Participants are required to enter into a contractual agreement with a selected Partner which outlines the set of minimum services the Partner will provide to the Participating Customer throughout the life of the project. **It is strongly recommended that Participating Customers perform due diligence in selecting a Pay for Performance Partner.** Fees charged by the Partner are not regulated by the Program and could vary between Partners.

**TAX CLEARANCE CERTIFICATION** – Businesses must apply for and receive a Tax Clearance Certificate from the New Jersey Division of Taxation before they can receive any incentive, grant or other financial assistance from the Program.

**TAX LIABILITY** – The Market Manager will not be responsible for any tax liability that may be imposed on any Participating Customer as a result of the payment of Program Incentives. All Participating Customers must supply their Federal Tax Identification number or social security number on the application form in addition to providing a copy of their W-9 form as part of the application package in order to receive a Program Incentive.

**TERMINATION** – The New Jersey Clean Energy Program reserves the right to extend, modify (this includes modification of Program Incentive levels) or terminate this Program without prior or further notice.

**WARRANTIES – THE MARKET MANAGER AND ADMINISTRATOR DO NOT WARRANT THE PERFORMANCE OF INSTALLED EQUIPMENT, AND/OR SERVICES RENDERED AS PART OF THIS PROGRAM, EITHER EXPRESSLY OR IMPLICITLY. NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING EQUIPMENT OR SERVICES PROVIDED BY A MANUFACTURER OR VENDOR. CONTACT YOUR VENDOR/SERVICES PROVIDER FOR DETAILS REGARDING PERFORMANCE AND WARRANTIES.**

**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 the NJ Clean Energy Program, 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 arrangement supersedes all other communications and representations.

CUSTOMER'S SIGNATURE

PARTNER SIGNATURE

By signing, I certify that I have read, understand and agree to the Participation Agreement listed above.