

Customer Tailored Energy Efficiency Program New Construction/Substantial Renovation Projects Enrollment Form



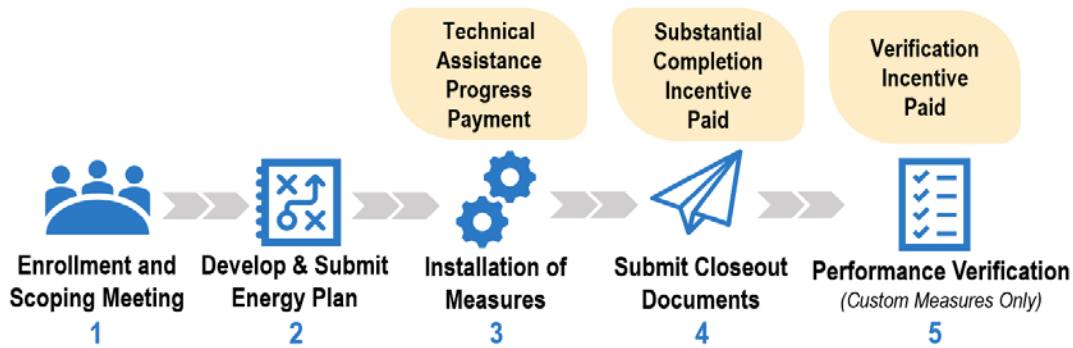
FY22 July 1, 2021 – June 30, 2022

Instructions

This form is used to collect preliminary information about your company, building where work will be completed, proposed energy conservation measures and need for design assistance incentives to inform the first step in the Enrollment process. The Scoping meeting is intended to bring together all relevant parties in order to review the measures and formally define the development criteria for the energy efficiency plan which will be used to commit program incentives.

1. Return this completed, signed form via email to CustomerTailored@NJCleanEnergy.com.
2. You will receive an email to confirm receipt of the application.
3. The application will be forwarded to program staff who will review and contact you directly to schedule a time for the Scoping meeting.

Customer Tailored Process



Customer Information

Formal Legal Company Name:					
Doing Business as: (if applicable)					
Mailing Address:	Street:				
	City:		State:		ZIP:
Contact Name:				Title:	
Contact Phone:				Email:	
Federal Tax ID:			State Tax ID: (if different)		
Tax Information:			Company Type:		
How did you hear about this program?					
If you met with an Outreach representative to discuss this program, list their name here:					

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Project Team

		Company Name	Include in Scoping Meeting?	If yes, Contact Name	Email
Developer:					
Architect:					
MEP Engineer:					
Other:					
Other:					
Other:					
Other:					

Project Details

Project Location:	Street:					
	City:		State:	NJ	ZIP:	
Electric Utility:		Electric Acct #: (if known)				
Gas Utility:		Gas Acct #: (if known)				
Building Type:		NAICS Code:		Total project size (sq.ft):		
Project Type:	<input type="checkbox"/> New Building <input type="checkbox"/> Change of Use and Reconstruction <input type="checkbox"/> Substantial Renovation of Existing Building (construction must be of a nature that the building cannot be occupied for at least 30 consecutive days) <input type="checkbox"/> Previously vacant structure					

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Project Schedule *(as applicable)*

	Start Date	Actual	Target	End Date	Actual	Target
Pre-Design Development						
Schematic Design (SD)						
Design Development (DD)						
Construction Documents (CD)						
Project Bid						
Construction						

Energy Efficiency Opportunities

Identify building systems in the project that are being specified beyond minimum code (ASHRAE 90.1-2016) requirements or, where appropriate, industry standard:

- Heating and Cooling
- Interior Lighting
- Exterior Lighting
- Food Service Equipment (ENERGY STAR®, CEE)
- Process Equipment (describe):
- Other (describe):
- Water Heating
- Motors
- Building Envelope
- Refrigeration Systems

Customer Acknowledgement and Signature

By signing below, I acknowledge and agree to the following:

- I have read and understand the terms and conditions of the program.
- I agree that this document and all notices and disclosures made or given relating to this document may be created, executed, delivered and retained electronically and that the electronic signatures appearing on this document and any related documents shall have the same legal effect for all purposes as a handwritten signature.
- The information, statements, and documents I have provided in and with this document are true and accurate to the best of my knowledge. I am aware that if any of them are willfully false, I am subject to punishment.
- I understand that a valid, active Tax Clearance Certificate must be on file with the Program Manager for the Customer Company listed on this application in order for incentives to be authorized for payment.
- By signing this application, the signatories agree to comply with the provisions of the New Jersey Prevailing Wage Act N.J.S.A. 34: 11-56.26 et seq., (Act), if and to the extent that Act may apply to the work covered by this application.

Customer Signature _____ Date _____

Printed Name _____ Title _____

CTEEP Terms and Conditions

Customer Eligibility:

1. The target size for existing buildings is 200 kW annual peak demand or greater. The target customer size for new construction or substantial renovation projects is 50,000 square feet or greater. Notwithstanding the foregoing, the Program may extend eligibility to other projects if participating customer demonstrates that deeming it eligible for further the overall goals of the Program.
2. In order to be eligible for program incentives, a customer, or an agent (contractor/vendor) authorized by a customer, must submit a properly completed and signed application package. A completed application package includes, among other things, the documentation listed in Application Process section.
3. Equipment for which another rebate or incentive was received or is being applied for through another program offered by New Jersey's Clean Energy Program or the New Jersey Utilities, as applicable, is not eligible for incentives through this program.
4. Customers who have not contributed to the Societal Benefits Charge of the applicable New Jersey Utility are not be eligible for incentives offered through this program.
5. Only non-residential utility customers are eligible.
6. Projects offered at no direct cost to the applicant are ineligible for incentives.

Minimum Performance Standards:

- Prescriptive measures must meet the minimum requirements of the SmartStart Buildings program.
- Custom measures must meet or exceed current SmartStart Custom requirements or the Minimum Performance Standards for the Large Energy Users Program. The Program Manager may waive or modify this requirement on a case-by-case basis or determine a reasonable standard should one not exist.

Incentive Amount: Base Incentives for prescriptive measures will not exceed: a) the approved Program Incentive amount, b) 100% of the total project cost of the Energy-Efficient Measure, whichever is less, excluding NJ state sales tax as determined by the Program Manager.

Incentives for custom measures will not exceed:

- 50% of project cost
- Buy-down to 1-year payback
- \$0.16/kWh plus \$1.60/therm for first-year savings

Technical Assistance Incentive will not exceed \$10,000 or 50% of soft costs, whichever is less. The actual Technical Assistance Incentive paid will not exceed the amount pre-approved by the program.

Ineligible Measures: There are some measures and technologies which are ineligible for CTEEP incentives. These measures include:

- Renewable and power storage technologies including, but not limited to, photovoltaics, fuel cells, battery storage, and microturbines
- Combined heat and power systems.
- Measures that do not save energy (kWh or therms) are ineligible.
- Operations & Maintenance or behavioral measures are ineligible. Behavioral measures include, among other things, those where existing equipment is adjusted to improve performance or change energy use. Operations & Maintenance includes, among other things, boiler clean & tunes, commissioning of existing equipment, thermostat adjustment, or seasonal equipment removal.

Pre-Inspections: CTEEP participating customers for existing buildings projects may begin work in a facility after a successful pre-inspection by a Program representative that verifies the details and presence of existing equipment. The pre-inspection will usually be conducted as part of the Scoping Session, but, at the Program Manager's discretion, it may take place at a later time. Equipment being replaced must still be present at time of the pre-inspection. Customers may start work at their own risk prior to the Notice to Proceed if the existing conditions have been properly documented through a pre-inspection. If you have any questions or are unsure of inspection status for your measures, please contact the program.

Work started prior to of the issuance of a Notice to Proceed from the Program is at the customer's risk.

Tax Clearance Certificate Requirements: These are also known as Business Assistance or Incentive Clearance Certificates. The name of the customer listed on the certificate must match the customer name listed on the utility bill and the Enrollment application. In addition, the customer tax ID listed on the application must agree with the tax ID listed on the Certificate. Certificates are valid for 180 days and must be valid on the date the Program Manager approves payment of the relevant incentive.

Expirations: Pre-approved projects are given a 1-year approval in which the proposed measure is to be installed and operational. When a project has expired the customer will have 30 additional days to either submit a request for an extension OR submit final project paperwork. Extension requests must be in writing from the customer and include the circumstances that led to the extension request and the percentage of the project completed. Extension requests may be granted for a period no longer than six (6) months. The Program Manager may provide up to two, 6- month extensions from the original approval expiration date. Notwithstanding the foregoing, if installation of the measures has not started at the time of expiration and the participating customer is still interested in installing the measures, the existing application will be cancelled and a new application must be submitted and approved prior to installation. In that case, eligibility and incentive amount will be based upon the program rules and guidelines in effect at the time of the new submission. If neither of the above-described actions are taken within 30 days of expiration, the project will be cancelled and the application rejected.

Deficient Applications – If an application package is incomplete or information is missing or deemed insufficient, a deficiency letter will be mailed to the participating customer requesting additional information. The information or documentation requested in the letter must be received by the Program Manager within 30 days of the date of the request.

The Program Manager will cancel an application if an participating customer fails to provide sufficient information after more than 3 requests for same, provided, however, that the Program Manager may in its discretion allow further attempts if there are unusual extenuating circumstances.

Installation Requirements for All Measures - The Program Manager has the right to verify sales transactions and to have reasonable access to Participating Customer's facility to inspect pre-existing product or equipment (if applicable) and the Energy-Efficient Measures installed under this Program.

Prevailing Wage – By signing this application, the signatories agree to comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq., (Act), if and to the extent that Act may apply to the work covered by this application.

Tax Liability – The Program 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 to the Program Manager on the application form in order to receive a Program Incentive.

Endorsement – The Program Manager and Sponsor do not endorse, support or recommend any particular manufacturer, product, contractor, consultant or system design.

Warranties – THE PROGRAM MANAGER AND ADMINISTRATOR DO NOT WARRANT THE PERFORMANCE OF INSTALLED EQUIPMENT, AND/OR SERVICES RENDERED AS PART OF THIS PROGRAM, EITHER EXPRESSLY OR IMPLICITLY. FURTHER, THEY DO NOT PROVIDE ANY 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 AS PART OF THIS PROGRAM. CONTACT YOUR VENDOR/SERVICES PROVIDER FOR DETAILS REGARDING PERFORMANCE AND WARRANTIES.

Waiver and Limitation of Liability – By virtue of participating in this Program, Participating Customers agree to waive any and all claims or damages against the Program Manager or the Sponsor, except the receipt of any Program Incentive due in accordance with Program rules and guidelines and, as to the Program Manager, paid by the Sponsor. Participating Customers agree that the Program Manager's and Administrator's liability, in connection with this Program, is limited to any Program Incentive due in accordance with Program rules and guidelines. Under no circumstances shall the Program 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 Program Manager under this Program shall be individual, and not joint and/or several.

Assignment – The Participating Customer may assign Program Incentive payments to a specified vendor by a writing provided to the Program Manager.

Termination – The New Jersey Board of Public Utilities reserves the right to extend, modify (this includes modification of Program Incentive levels) or terminate this Program without prior or further notice.

Acknowledgement

The applicant hereby permits the Program Manager and the administrator of the New Jersey Board of Public Utilities (BPU) New Jersey's Clean Energy Program (NJCEP) to share any and all information the applicant submits to NJCEP, including, but not limited to, the applicant's electric and natural gas utility billing information, with BPU NJCEP contractors (including, without limit, those contractors who administer, manage, coordinate, or evaluate all or part of NJCEP) and his/her electric and natural gas utilities and the contractors who administer, manage, coordinate, or evaluate all or part of the utilities' programs that succeed and/or are similar to NJCEP. The applicant hereby acknowledges that the Program Manager and administrator may disclose to the public any of my information that is not exempt from public disclosure pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

Definitions:

- **Energy-Efficient Measures** – Any device eligible to receive a Program Incentive payment through the NJ Clean Energy Commercial and Industrial Program (New Jersey Customer Tailored Energy Efficiency Pilot 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.
- **Program** – The Commercial and Industrial Energy-Efficient Construction Program (New Jersey Customer Tailored Energy Efficiency Pilot Program) offered herein by the New Jersey Board of Public Utilities, Office of Clean Energy pursuant to state regulatory approval under the New Jersey Electric Discount and Energy Competition Act, NJSA 48:3-49, et seq.
- **Program Incentives** – Refers to the amount or level of incentive that the Program provides to Participating Customers pursuant to the Program offered herein (see description under "Incentive Amount" heading).
- **Program Manager** – TRC Energy Services.
- **Sponsor** – New Jersey Board of Public Utilities, Office of Clean Energy.