



PSE&G Energy Efficiency Economic Stimulus Initiative
Residential Multifamily Housing Program
Program Application and Building Owner Agreement
For Master Metered Buildings

As part of its NJ Board of Public Utilities approved **Energy Efficiency Economic Stimulus Initiative (EEE)**, Public Service Electric and Gas Company (“Company” or PSE&G”) is introducing the **Residential Multifamily Housing Program** (the “Program”). The Program is designed to increase energy efficiency and reduce carbon emissions of existing residential multifamily housing developments.

This Program will focus on providing cost effective retrofit energy opportunities to building owners of multifamily housing in PSE&G’s electric and/or, gas service territory. All multifamily housing is eligible for program participation; however **funding priority will be given to New Jersey Housing and Mortgage Finance Agency (NJHMFA) financed projects with special focus on their Affordable Housing Portfolio.**

The Program will provide eligible building owners (the “Customer”) with a free investment grade audit (IGA) of their property to determine whether the Customer may benefit from participating in the program. The IGA is comprised of on-site energy audit and an analysis of the building’s current energy use. Results of the IGA will be used to determine what energy efficiency measures/retrofits are needed, along with the potential energy savings to be derived from the installation of those measures for the energy efficiency installation project (The “Project”). The IGA will also determine whether or not those measures would qualify for incentives under the program. **Customer will be responsible to identify and contract with a contractor(s) to perform the specified work.**

Energy efficiency measures with a payback of fifteen (15) years or less, as recommended by the IGA, will be considered for incentives under this program. PSE&G will provide an incentive by buying down the payback by a maximum of seven (7) years, to a level of not fewer than two (2) years. For example:

- A Project with a 15-year payback will receive an incentive which will effectively reduce the payback to 8 years by PSE&G buying down the payback by 7 years.
- A Project with a payback of 5 years will receive an incentive which will effectively reduce the payback to 2 years.

For NJHMFA financed Projects, the energy efficiency upgrade plan will be reviewed and approved by PSE&G and NJHMFA.

The full cost of energy efficiency upgrades including engineering, design, architectural and cost of construction and installation will be covered through a combination of PSE&G’s buy-down grant and zero-percent (0%) financing repayable as an additional charge on the Customer's monthly PSE&G electric or, if the Customer is not a PSE&G electric customer, the Customer's monthly PSE&G gas bill **Provided that the Customer's participation in the program is approved by PSE&G before any work is begun or any expenditures are made** PSE&G will release the full cost of the energy efficiency upgrades following the completion of each of the three follows stages:

- **Stage One: Execution of Contract:** Stage one will be completed when (i) the IGA has been complete, (ii) the IGA results and the estimated buy-down amount has been reviewed with the Customer, and the Customer has selected a contractor(s) to perform the work, and signed a binding contract with the contractor(s) to install the h Energy Conservation Measures (ECMs), . **Once Stage One as been completed and the Customer has a quantified financial commitment to the Project one-third of the agreed-upon financial commitment will be paid to the Customer to begin the Project.**
- **Stage Two: Job 50% Complete:** Stage two will be completed when one half of the ECMs have been installed and verified in the field by the PSE&G’s authorized program representative through visual inspection. **Once Stage Two has been completed one-third of the agreed-upon financial commitment will be paid to the Customer.**
- **Stage Three: Balance on Final Inspection:** Stage three will be completed when all ECMs have been installed and commissioned by the Customers contractor(s) and (fired-up and operating according to manufacturer specifications). Post-commission, PSE&G’s authorized program representative will inspect the completed Project. **If the Project passes the final inspection, the remaining one-third of Project costs will be paid to the Customer.**

- Following the release of the final one-third of Project costs to Project is now complete and Customer repayments begin.

In the event the Customer fails to complete Stage Three or fails the final inspection, the Stage Three progress-payment will not be paid and the Customer will have six months to complete the Project and/or pass the final inspection. If the Customer fails to comply, the repayment of the amounts owed to PSE&G will become immediately due and payable. Should the property be sold, the remaining balance shall be payable by the Customer upon transfer of the property.

The intent of the **Program Application** is to provide PSE&G with:

- Ownership, management and financing details necessary to verify qualification for the program;
- Facility location and PSE&G electric and or gas account numbers;
- Point of Contact (Owner/Agent) for subsequent scheduling and PSE&G and owner/manager interaction;
- A basic description of the facility, and its mechanical and electrical systems to guide planning for the investment grade audit (IGA) integral to this Program;
- Any previous energy audits and resulting actions.

A completed Program Application does not automatically qualify or disqualify interested participants. All Applications are subject to review and approval by PSE&G in its absolute discretion.

Please work with your PSE&G Program Representative to complete the application OR return the attached application form to:

By mail: PSE&G Multifamily Housing Program
 Attn: John Giattino
 80 Park Plaza, T8
 Newark, NJ 07102

By e-mail: John.Giattino@pseg.com

Applicant:

Date:		Phone:	
Applicant Name:		Fax:	
Title:		Mobile:	
Address:		E-Mail:	
City/State:		Zip:	

Ownership:

Facility Owner:		Type (LLC, LLP, Corporation):	
Point of Contact:		Phone:	
Title:		Fax:	
Address:		E-Mail:	
City/State:		Zip:	

Management:

Facility Manager:		Type (LLC, LLP, Corporation):	
Point of Contact:		Phone:	
Title:		Fax:	
Address:		E-Mail:	
City/State:		Zip:	

Financing:

First Mortgage Holder:	
Address:	
City/State:	

Second Mortgage Holder:	
Address:	
City/State:	

All information below, through the end of this application, must be provided for each individual building. Attach multiple sheets if necessary

Facility:

Project Name:		Year Built:	
Address:		PSE&G Elect Acct #	
City/Zip:		PSE&G Gas Acct #	
Is this property: Market Rate <input type="checkbox"/> Affordable <input type="checkbox"/> Explain:			
Does this property have any "special use"? (For example: Senior Housing, Assisted Living, Section 8 Housing, etc.) If so describe:			

Type of Construction:		Number of Buildings:	Number of Floors:
Gross Sq Ft		Common Area Sq Ft	
Electric Metering	Master <input type="checkbox"/>	Sub <input type="checkbox"/>	Individual <input type="checkbox"/>
Gas Metering	Master <input type="checkbox"/>	Sub <input type="checkbox"/>	Individual <input type="checkbox"/>
Space Heating	Tenant pay <input type="checkbox"/>	Included <input type="checkbox"/>	
Air Conditioning	Tenant pay <input type="checkbox"/>	Included <input type="checkbox"/>	
Water/Sewer	Tenant pay <input type="checkbox"/>	Included <input type="checkbox"/>	

Dwelling Units:

Type	Number	Sq Ft Each

Mechanical Systems:

Service/Zone	Gas	Electric	Other, specify	Individual	Central Plant
Space Heat, Dwelling Units					
Space Heat, Common Areas					
DHW Dwelling Units					
DHW Common Areas					
Air Conditioning Dwelling Units					
Air Conditioning Common Areas					

Briefly describe the heating system including its age, general condition and who maintains it
Briefly describe the Domestic Hot Water (DHW) system including its age, general condition and who maintains it

Briefly describe the air conditioning system including its age, general condition and who maintains it

Lighting:

Predominant type

Have any energy conservation retrofits been previously completed?

Notes:

Envelope:

Briefly describe the exterior doors including their age and general condition

Briefly describe the roof including its age, general condition, and any specific problems

Briefly describe the windows including their age and general condition

Previous Audits:

Has there been any previous energy audits conducted on this facility, if so when and what action was taken to implement recommendations? Attach copy.

Additional Notes:

Residential Multifamily Housing Program Building Owner Access Consent Agreement

Building Owner Name: _____

Street Address: _____

City: _____ State: N.J. Zip Code: _____

Complete the following information if different than owner address:

Project Name: _____

Project Street Address: _____

City: _____ State: N.J. Zip Code: _____

Project Manager Name: _____ Phone: _____

In consideration of the mutual promises contained herein, the parties have entered into this agreement (this "Agreement"):

- A. The Building Owner (the "Customer") requests PSE&G to perform an IGA on Customer's Residential Multifamily Housing property (the "Property") to determine whether Customer may benefit from participating in PSE&G's Energy Efficiency Economic Stimulus Initiative Residential Multifamily Housing Program (the "Program"); and
- B. The Customer authorizes PSE&G directly or through its subcontractor(s) to enter the Property to conduct the IGA subject to the terms and conditions set forth in this agreement and PSE&G or its subcontractor(s) will conduct the IGA.
 1. The Customer grants PSE&G and its subcontractor(s) reasonable access to the Property to perform the IGA at such date and time as the Parties shall mutually agree. The IGA shall be performed at no cost to the Customer.
 2. PSE&G will deliver a copy of the IGA results to Customer as soon as practicable. The IGA results will identify whether the Property may be suitable for some or all of the following energy savings measures: Lighting upgrades; Insulation upgrades; Refrigeration upgrades and/or heating/ventilation/air conditioning upgrades. PSE&G does not promise that the IGA will identify any or all energy savings measures that may be suitable for the Property. PSE&G does not warrant that the Customer will realize any energy savings if the Customer agrees to implement the recommendations of the IGA.
 3. The Customer agrees to indemnify, defend, and hold harmless PSE&G, its officers, directors, employees and subcontractors (each an "Indemnified Person") from and against any claim, dispute, complaint, suit, demand, judgment, liability, loss, injury, accident, fine, expense, penalty, damage, action, fee, cost, or charge of any kind or nature (including reasonable attorney fees) that may be imposed on, incurred by, or asserted against such Indemnified Person in any way relating to, arising out of or resulting from this Agreement except to the extent of gross negligence or intentional misconduct by the Indemnified Person.
 4. Customer represents, covenants and agrees that (i) it is the owner of the Property and that it possesses all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein; (ii) the execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, its organizational documents; (iii) this Agreement has been duly executed and delivered; (iv) this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer; and (v) the performance of this Agreement will not contravene any organizational documents, agreement, mortgage, security agreement or the terms of any financing and will not require the consent of any third party.
 5. Customer has obtained, to the extent it has deemed necessary or prudent, legal counsel to advise it on this Agreement. Customer agrees that this Consent constitutes the full, complete, and only agreement between the Parties and supersedes any previous representations or agreements, and this Consent shall not be amended except in writing signed by duly authorized representatives of both Parties.
 6. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE LITIGATED IN A FEDERAL OR STATE COURT LOCATED IN THE STATE OF NEW JERSEY. TO THE MAXIMUM EXTENT PERMITTED BY LAW LANDLORD WAIVES THE RIGHT TO A TRIAL BY JURY.
 7. In the event any provision of this Consent shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Consent shall remain in full force and effect to the maximum extent possible.
 8. This Consent is neither intended to create, nor shall it be construed as creating, a joint venture, partnership or other form of Residential Multifamily Housing Property association between the Parties, or an agreement to enter into any business relationship.
 9. Limitation of Liability: PSE&G's total liability to Customer for all actions, claims, or suits of any kind, whether based upon warranty, contract, tort (including negligence and strict liability) or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach of this Agreement shall, under no circumstances, exceed the cost of the IGA. PSE&G shall not, under any circumstances, be liable for any special, indirect, incidental, punitive or consequential losses, damages, costs, or

expenses whatsoever (including for lost profits, time or revenue) for anything arising out of the performance or nonperformance of this Agreement, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract or otherwise. Any action against PSE&G arising out of, resulting from, or related to the performance or breach of this Agreement shall be filed no later than one (1) year after the cause of action has occurred. The provisions of this paragraph 9 shall survive termination or expiration of this Letter Agreement.

10. PSE&G may subcontract all or a portion of its obligations under this Agreement without the prior written consent of Customer. This Agreement may not be assigned or delegated in whole or in part by Customer without the written consent PSE&G.
11. The Company shall have the right to issue written clarifications should it deem necessary. Under no circumstances shall Company be liable for any oral clarifications, instructions, or interpretations. All determinations, decisions, instructions, judgments, interpretations, or clarifications of the Company regarding the Program or the Program Rules shall be final, binding, and conclusive unless determined to have been made in bad faith. The Company shall have the right to issue written clarifications should it deem necessary. Under no circumstances shall Company be liable for any oral clarifications, instructions, or interpretations. All determinations, decisions, instructions, judgments, interpretations, or clarifications of the Company regarding the Program or the Program Rules shall be final, binding, and conclusive unless determined to have been made in bad faith.

Authorized Signature of Customer:

BUILDING ADDRESS WHERE IGA WILL BE CONDUCTED:

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

By: _____

Title: _____

Date: _____