



Energy Efficiency and Conservation Block Grant Rebate Program Application Form

Application Information

Name of Local Government Entity Township of Ocean (Waretown)	Federal ID Number 21-6008727
D-U-N-S Number 05-4881693	Applicant has registered with the Central Contractor Registration (CCR) <input checked="" type="checkbox"/> Yes (required) CCR# _____ <input type="checkbox"/> No

Contact Information (enter the primary contact at the applicant organization)

Applicant Primary Contact Name Diane Ambrosio		Applicant Primary Contact Title Township Clerk	
Address 50 Railroad Avenue	City Waretown	State NJ	Zip Code +4 08758-2799
Office Phone 609-693-3302	Cell Phone N/A	Fax N/A	E-Mail Address clerk@townshipofocan.org
Incentive Payment to <input type="checkbox"/> Customer <input checked="" type="checkbox"/> Approved Contractor (Provide Information Below)		Please assign payment to contractor/vendor/other indicated below Customer Signature <i>Wetter</i>	

Contractor/Vendor Information (if assigning payment to contractor)

Company Hutchinson Mechanical Services			Contact Name Maureen Johnson		Incorporated? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Email Address maurenjohnson@hutchbiz.com	
Street Address 621 Chapel Avenue		City Cherry Hill		State NJ	Zip 08034	Telephone No. (856) 429-5828		Fax No. (856) 429-5825

Physical Location of Project

(enter the physical location of the project - for projects with multiple locations, use the location with the largest dollar amount of measures)

Location Name Ocean Township Township Hall/Police Station/Municipal Court			
Address 50 Railroad Avenue	City Waretown	State NJ	Zip Code +4 08758-2799

Historic Sites

A. The property which is the site of the energy efficiency or renewable energy upgrade or installation covered by this rebate application is a US or NJ Registered Historic Site under N.J.A.C. 7:4-2. Yes No

B. If the property upon which the energy efficiency or renewable energy upgrade or installation covered by this rebate application is located in a US or NJ Registered Historic Site, the property owner has received from NJDEP a determination that the upgrade or installation complies with all applicable requirements of N.J.A.C. 7:4. Yes No

Waste Management

By signing this application, the applicant certifies that all applicable requirements of the NJDEP's Solid Waste rules at N.J.A.C. 7:26 will be met.

Applicant Eligibility Checklist (you are not eligible to participate unless all boxes are checked Yes)

Applicant is a Local Government Entity located in New Jersey	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (applicant is not eligible)
Applicant is one of the 612 non-formula-eligible municipalities and counties that did not receive a Direct Block Grant Visit website at NJCleanEnergy.com/EECBG to view lists of eligible entities.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (applicant is not eligible)

Submission Directions

Submit one (1) paper copy of your application to the address below. The paper copy must have original signatures. Funding of up to \$20,000 has been reserved for eligible entities provided they apply by December 31, 2010. After the December 31st deadline, a second round of remaining funds may be available.

New Jersey's Clean Energy Program
c/o TRC Energy Services - EECBG
900 Route 9 North, Suite 404
Woodbridge, NJ 07095

Please direct questions to 866-657-6278 X 4, or visit NJCleanEnergy.com/EECBG
or the Department of Energy Block Grant website at <http://www.eecbg.energy.gov/about/faq.html>

An Eligible Utility Energy Efficiency Incentive Program

Name of Utility _____

Name of Utility Energy Efficiency Incentive Program _____

Please Check One (required)

- I have not yet submitted my application to the Utility.
- I have submitted my application to the Utility, and my approval is pending. I am attaching a copy of my application to the Utility Energy Efficiency Incentive Program.
- I have submitted my application to the Utility and have been approved. I am attaching a copy of my application to the Utility Energy Efficiency Incentive Program.

Please Check (required)

- I am attaching a Project Description detailing the measures to be installed. No measures have been installed.

Please Check (required)

- My application for the Utility Energy Efficiency Incentive Program covers only measures eligible under the EECBG rebate program and complies with all the terms and conditions of the EECBG rebate program including Buy American and Davis-Bacon prevailing wage requirements.

Rebate Requested

Estimated Cost of Measures including equipment and labor	(a)	50,000
Anticipated rebates from the energy conservation programs selected above	(b)	30,000
Requested funding from the EECBG rebate program*	(a-b)	20,000


*Each eligible entity may receive no more than \$20,000 through this program. An eligible entity may submit one application requesting no more \$20,000, or multiple applications that together request no more than \$20,000.

Authorizing Signature

I have read, understood and am in compliance with all rules and regulations concerning this rebate 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 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.

Furthermore, I understand that the project is to be funded under American Recovery and Reinvestment Act (ARRA) and that additional reporting and other requirements will apply, including, but not limited to: jobs reporting requirements, Buy American, and Federal Davis-Bacon prevailing wage requirements; and other requirements as may be imposed by Federal or State oversight entities. I agree to provide to New Jersey's Clean Energy Program any and all required materials, documentation, access to facilities, and other required information, on the schedule required by New Jersey's Clean Energy Program to meet all requirements. I understand that this project may be audited for compliance with the requirements of this application. I understand that failure to comply with ARRA requirements and to complete the Project by August 1, 2012 may result in loss of funding.

Only duly authorized public official(s) should execute the application and/or make the determination regarding ultimate distribution of the rebate. The EECBG application package submitted should include a statement of the signatory party's authority to execute the application and evidence that the determination regarding distribution of the rebate is consistent with the entity's particular form of government, EECBG rebate program criteria, and New Jersey law. Service providers or vendors may not sign this application.

Signature 	Date December 27, 2010
Printed Name Christina Wetter	Title Committeewoman

Energy Conservation Program Selection

Please select the program in which you will participate. Select ONE program only. To apply to participate in more than one program, submit a separate EECBG rebate program application form for each program in which you intend to participate.

Direct Install Program - administered by NJBPU

Please Check One (required)

- I am attaching a new application for the Direct Install Program.
- My Participating Contractor has already submitted an application for the Direct Install Program, but no measures have been installed. My application reference number is _____.

Please Check (required)

- My application for the Direct Install Program covers only measures eligible under the EECBG rebate program and complies with all the terms and conditions of the EECBG rebate program including Buy American and Davis-Bacon prevailing wage requirements.

Pay For Performance - administered by NJBPU

Please Check One (required)

- I am attaching a new application for the Pay for Performance Program.
- I have already submitted an application for the Pay for Performance Program, but no measures have been installed. My application reference number is _____.

Please Check (required)

- My application for the Pay for Performance Program covers only measures eligible under the EECBG rebate program and complies with all the terms and conditions of the EECBG rebate program including Buy American and Davis-Bacon prevailing wage requirements.

NJ SmartStart Buildings Program - administered by NJBPU

For measures recommended in a Local Government Energy Audit report or an equivalent audit (as defined in Appendix C)

Please Check One (required)

- I am attaching a new application(s) for a NJ SmartStart Buildings technology. Be sure to mark the box in the checklist section above the Signature Acknowledgement on page 2 of the NJSSB application to note that you are applying for an ARRA Block Grant.
- I have already submitted an application(s) for a NJ SmartStart Buildings technology, but no measures have been installed. My application reference number is _____.

Please Check (required)

- My application for NJ SmartStart Buildings covers only measures eligible under the EECBG rebate program and complies with all the terms and conditions of the EECBG rebate program including Buy American and Davis-Bacon prevailing wage requirements.

Please Check One (required)

- I am attaching a copy of my Local Government Energy Audit report which was completed within the past 12 months.
- I am attaching a copy of my equivalent audit (as defined in Appendix C) which was completed within the past 12 months.

Independent Installation of Building Shell Measures

As recommended in a Local Government Energy Audit report or an equivalent audit (as defined in Appendix C)

Please Check One (required)

- I am attaching a copy of my Local Government Energy Audit report which was completed within the past 12 months.
- I am attaching a copy of my equivalent audit (as defined in Appendix C) which was completed within the past 12 months.

Please Check (required)

- I am attaching a Project Description in which I detail which of the measures from the audit I plan to install. No measures have been installed.

Please Check One (required)

- The measures I plan to install from the audit are eligible measures under the EECBG rebate program and comply with all the terms and conditions of the EECBG rebate program including Buy American and Davis-Bacon prevailing wage requirements.



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 Township of Ocean (Waretown)			
Company Address	50 Railroad Avenue	City	Waretown
		State	NJ
		Zip	08758-2799
Project Contact	Diane Ambrosio	Phone	(609) 693-3302
		E-Mail	Clerk@townshipofocan.org
Customer to provide:	a) Copies of required gas and electric billing		<input checked="" type="checkbox"/> Check if attached

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

Facility Address	50 Railroad Ave	City	Waretown	State	NJ	Zip	08758-2799
County	Camden	Utility Account Number(s):	10 00 20 1647 35 (JCP&L)		07-5086-0605-16		
		Electric		Gas			
Facility Name and Brief Type/Occupancy Description Ocean Township Municipal Court and Police Station							
Does the facility contain refrigeration equipment? ___ Yes <u>X</u> No If yes, check which type(s): ___ Cases ___ Walk-In Coolers ___ Walk-In Freezers							

For Participating Contractor Use Only

Company Name	Hutchinson Mechanical Services	Contact	Maureen Johnson
Contact Phone	(888) 777-4501	Contact E-mail	maureenjohnson@hutchbiz.com
		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, NJSA 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 Township of Ocean	
Authorized Signature	Date
	12-30-10

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 Hutchinson Mechanical Services	
Authorized Signature	Date



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 Township of Ocean (Waretown)			
Company Address 50 Railroad Avenue	City Waretown	State NJ	Zip 08758-2799
Project Contact Diane Ambrosio	Phone (609) 693-3302	E-Mail Clerk@townshipofocan.org	
Customer to provide: a) Copies of required gas and electric billing		<input checked="" type="checkbox"/> Check if attached	

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

Facility Address 50 Railroad Ave	City Waretown	State NJ	Zip 08758-2799
County Camden	Utility Account Number(s): Electric 4995226153 (Liberty Power) Gas 07-5086-2235-14		
Facility Name and Brief Type/Occupancy Description Ocean Township Township Hall			
Does the facility contain refrigeration equipment? ___ Yes <input checked="" type="checkbox"/> No If yes, check which type(s): ___ Cases ___ Walk-In Coolers ___ Walk-In Freezers			

For Participating Contractor Use Only

Company Name Hutchinson Mechanical Services		Contact Maureen Johnson	
Contact Phone (888) 777-4501	Contact E-mail maureenjohnson@hutchbiz.com	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

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 Township of Ocean	
Authorized Signature	Date
	12-30-2010

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	Hutchinson Mechanical Services
Authorized Signature	Date

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.

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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.

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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, NJSA 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.



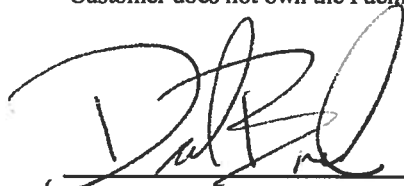
**DIRECT INSTALL PROGRAM
PARTICIPATION AGREEMENT
SCOPE OF WORK ATTACHMENT**

"Parties":			
Participating Customer*:	<u>Ocean Township</u>		
Participating Contractor*:	<u>Hutchinson</u>		
Facility Name*:	<u>Waretown/Ocean Township Mncipal Building</u>		
Facility Address:	<u>50 Railroad Ave/Corlies Ave</u>	<u>Waretown ,</u>	<u>NJ 08758</u>
	Street	City	Zip
*as listed on Application			

When fully signed, this Scope of Work Attachment ("Attachment") shall become part of the Direct Install Program Participation Agreement ("Participation Agreement") previously executed by the Parties in connection with the installation of energy efficiency retrofit Measures to be performed by the Participating Contractor (or "Contractor") at the above listed Facility. This Attachment, together with the Participation Agreement shall constitute the full Agreement between the Parties. Terms capitalized herein are defined in the Participation Agreement.

The Participating Customer (or "Customer") agrees to have Contractor perform retrofit work in connection with the Measures listed on page 2 of this form (attached). In consideration of the Contractor's performance of such work, Customer agrees to pay Contractor based on the measure costs listed below under Customer Unit Cost for the number of completed units for each Measure upon receipt of invoice; provided the Contractor may collect a deposit from Customer prior to performing such work, in which case the final invoice shall be net of such deposit. Customer and Contractor understand that conditions discovered during installation may require that some measures identified in the energy assessment cannot be installed, or some areas may require additional measures/quantities to be installed. Should conditions in the field dictate that the Estimated Program Total Cost shown on page 2 increase by more than 10%, Contractor must obtain both Market Manager and Customer written approval in the form of an amended Scope of Work Attachment before proceeding with such additional work.

By signing below, the Parties agree the above listed Measures shall be installed by the Contractor. The Customer shall pay the Contractor as described herein following Completion and Acceptance of Measures. Customer certifies that he/she has the authority to contract for retrofit work in the Facility in connection with the Measures listed and, if the Customer does not own the Facility, the Owner has granted permission to Customer for performance of such work.


Participating Customer

02/16/2011
Date

Participating Contractor

Date

incentives and participation subject to program rules and Participation Agreement.

4' T8 2-lamp with EB / Computer Storage	1	\$ 68.71	\$ 27.48	\$ 41.23
4' T8 4-lamp with EB / Police Evidence	1	\$ 85.67	\$ 34.27	\$ 51.40
Occupancy Sensor Wall Switch / Locker Room	1	\$ 148.76	\$ 59.50	\$ 89.26
Occupancy Sensor Wall Switch / Court Office 1	1	\$ 148.76	\$ 59.50	\$ 89.26
Occupancy Sensor Wall Switch / Court Office 2	1	\$ 148.76	\$ 59.50	\$ 89.26
4-Ton Electric Split System A/C / Gibson Cond Cove Area	1	\$ 7,092.54	\$ 2,837.02	\$ 4,255.53
4-Ton Electric Split System A/C / Addison Rear of Bld	1	\$ 7,092.54	\$ 2,837.02	\$ 4,255.53
Gas-Fired Boiler / Boiler Rm 363MBH Exist	1	\$ 20,482.74	\$ 8,193.10	\$ 12,289.64
Gas-Fired Furnace / Cove Area Storage	1	\$ 5,815.24	\$ 2,326.10	\$ 3,489.14
TOTALS**		\$ 51,471.77	\$ 20,588.71	\$ 30,883.06

*Costs listed above are based on typical common field conditions and scope. All costs associated with project-specific circumstances that are over and above those deemed typical by the Contractor and/or Market Manager ("Special Costs") shall not be incentivized by the Program, but shall be paid fully by the Customer and performed outside of the Participation Agreement. Special Costs include but are not limited to: costs associated with the correction of code or safety violations, extraordinary scaffolding or crane costs, extraordinary resizing of penetrations, extraordinary conduit and piping runs, and Customer requests to perform work outside of normal business hours.

**Maximum incentive amount per project is \$50,000. Measures that would qualify the project for funding through the American Recovery and Reinvestment Act (ARRA), are highlighted above with an 'A'. If any "ARRA measures" are included then the total incentive amount for all measures will be paid with ARRA funds, otherwise the total incentive amount will come from NJ Clean Energy funds.

Savings values are estimates. Actual savings will vary.
 Incentives and participation subject to program rules and Participation Agreement.

Page 2

Scope of Work

The work to be performed by the Participating Contractor in connection with the Project shall be comprised of the below listed Measures in the estimated quantities listed:

<u>Measure Description / Location</u>	<u>Quantity To Be Installed</u>	<u>Total Measure Cost</u>	<u>Estimated Customer Total Cost</u>	<u>Estimated Incentive Amount</u>
4' T8 2-lamp with EB plus reflector / Township Clerk	4	\$ 432.03	\$ 172.81	\$ 259.22
4' T8 2-lamp with EB plus reflector / Township Clerks Office	4	\$ 432.03	\$ 172.81	\$ 259.22
4' T8 2-lamp with EB plus reflector / Administrator	4	\$ 432.03	\$ 172.81	\$ 259.22
4' T8 2-lamp with EB / File Closet	2	\$ 137.42	\$ 54.97	\$ 82.45
4' T8 4-lamp with EB / Mayors Office	4	\$ 342.67	\$ 137.07	\$ 205.60
4' T8 4-lamp with EB / Finance Office	4	\$ 342.67	\$ 137.07	\$ 205.60
4' T8 3-lamp with EB / Deputy Mayor	4	\$ 309.83	\$ 123.93	\$ 185.90
4' T8 4-lamp with EB / Tax Assesor	4	\$ 342.67	\$ 137.07	\$ 205.60
4' T8 4-lamp with EB / Tax Collector	4	\$ 342.67	\$ 137.07	\$ 205.60
4' T8 4-lamp with EB / Committee Women	4	\$ 342.67	\$ 137.07	\$ 205.60
CF 13-1L SCREW IN CFL / Kitchen Closet	1	\$ 32.43	\$ 12.97	\$ 19.46
4' T8 2-lamp with EB plus reflector / Police Front Office	5	\$ 540.04	\$ 216.02	\$ 324.02
4' T8 4-lamp with EB / Police Entrance	1	\$ 85.67	\$ 34.27	\$ 51.40
4' T8 2-lamp with EB plus reflector / Luetenants Office	2	\$ 216.02	\$ 86.41	\$ 129.61
4' T8 2-lamp with EB plus reflector / Beths Office	2	\$ 216.02	\$ 86.41	\$ 129.61
4' T8 2-lamp with EB / Hallway	2	\$ 137.42	\$ 54.97	\$ 82.45
2' T8 2-lamp with EB / Locker Area	1	\$ 68.52	\$ 27.41	\$ 41.11
4' T8 2-lamp with EB / Hallway	1	\$ 68.71	\$ 27.48	\$ 41.23
T8 3-lamp fixture with EB & reflector / Cheifs Office	4	\$ 1,109.68	\$ 443.87	\$ 665.81
4' T8 2-lamp with EB plus reflector / Hallway (bench)	1	\$ 108.01	\$ 43.20	\$ 64.80
4' T8 2-lamp with EB plus reflector / Police Parking Entry	1	\$ 108.01	\$ 43.20	\$ 64.80
4' T8 2-lamp with EB / HVAC Rm	1	\$ 68.71	\$ 27.48	\$ 41.23
4' T8 2-lamp with EB / Phone Closet	1	\$ 68.71	\$ 27.48	\$ 41.23
4' T8 2-lamp with EB plus reflector / File / Storage	2	\$ 216.02	\$ 86.41	\$ 129.61
4' T8 2-lamp with EB plus reflector / Office Across From Cheifs	2	\$ 216.02	\$ 86.41	\$ 129.61
4' T8 4-lamp with EB / Hallway	1	\$ 85.67	\$ 34.27	\$ 51.40
4' T8 2-lamp with EB / Hallway	2	\$ 137.42	\$ 54.97	\$ 82.45
4' T8 2-lamp with EB plus reflector / Detectives Office	2	\$ 216.02	\$ 86.41	\$ 129.61
4' T8 2-lamp with EB plus reflector / Sgt. Office	2	\$ 216.02	\$ 86.41	\$ 129.61
4' T8 2-lamp with EB plus reflector / Locker Room	2	\$ 216.02	\$ 86.41	\$ 129.61
4' T8 2-lamp with EB / Old Exit Way	1	\$ 68.71	\$ 27.48	\$ 41.23
4' T8 4-lamp with EB / Court Stairs	1	\$ 105.72	\$ 42.29	\$ 63.43
4' T8 2-lamp with EB / Court Entry	2	\$ 137.42	\$ 54.97	\$ 82.45
4' T8 4-lamp with EB / Mens Room	1	\$ 85.67	\$ 34.27	\$ 51.40
4' T8 2-lamp with EB / Mens Room	2	\$ 137.42	\$ 54.97	\$ 82.45
4' T8 4-lamp with EB / Ladies Room	1	\$ 85.67	\$ 34.27	\$ 51.40
4' T8 2-lamp with EB / Ladies Room	2	\$ 137.42	\$ 54.97	\$ 82.45
4' T8 2-lamp with EB / Court Entry Top of Stairs	2	\$ 137.42	\$ 54.97	\$ 82.45
4' T8 2-lamp with EB plus reflector / Lobby	1	\$ 108.01	\$ 43.20	\$ 64.80
4' T8 2-lamp with EB plus reflector / Lobby	1	\$ 108.01	\$ 43.20	\$ 64.80
4' T8 2-lamp with EB plus reflector / Court Office 1	2	\$ 216.02	\$ 86.41	\$ 129.61
4' T8 2-lamp with EB plus reflector / Court Office 2	2	\$ 216.02	\$ 86.41	\$ 129.61
4' T8 2-lamp with EB plus reflector / Court Office 3	2	\$ 216.02	\$ 86.41	\$ 129.61
4' T8 2-lamp with EB plus reflector / Court Room	9	\$ 972.07	\$ 388.83	\$ 583.24
4' T8 2-lamp with EB / Closet	1	\$ 68.71	\$ 27.48	\$ 41.23

Direct Install Energy Assessment Tool (ver. 5.0)
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No.	Name	Age	Sex	Color	Religion	Profession	Marital Status	Place of Birth	Parents	Remarks
1	John Smith	25	M	W	Anglican	Farmer	Married	England	John & Mary	
2	Mary Jones	22	F	W	Anglican	Housewife	Single	Wales	Thomas & Elizabeth	
3	James Brown	30	M	W	Anglican	Merchant	Married	Scotland	James & Anne	
4	Elizabeth White	28	F	W	Anglican	Teacher	Single	Ireland	Michael & Catherine	
5	Robert Black	35	M	W	Anglican	Blacksmith	Married	Yorkshire	Robert & Sarah	
6	Ann Green	20	F	W	Anglican	Widow	Single	Lincolnshire	John & Mary	
7	William Grey	40	M	W	Anglican	Physician	Married	London	William & Elizabeth	
8	Charlotte King	24	F	W	Anglican	Spinster	Single	Devonshire	Thomas & Anne	
9	Henry Lee	32	M	W	Anglican	Lawyer	Married	London	Henry & Mary	
10	Isabella Clark	26	F	W	Anglican	Widow	Single	Wiltshire	John & Elizabeth	