



**Clean Energy Future – Energy Efficiency Program
Energy Saver Program**

Installation and Repayment Agreement

Customer Name: UNION CNTY EDUCATIONAL SERV COMM SERVICES COMISSION

Contact Name: Eric Larson

Date: 06/16/2025

Facility Name: Union County Educational Services Commission-45 Cardinal

Facility Address: 45 CARDINAL DR

Town, State, and Zip Code: WESTFIELD TOWN , NJ , 07090-1019

Phone: (973) 908-5248

Phone # 2:

PSE&G Account #: 004245764805

Project #: TSPSU4353

Assessment Date: 03/24/2025

Assessment Firm: TSLE

Auditor: David Martino

Facility Sq. Footage: 31,740

This Installation and Repayment Agreement (“Agreement”) is entered into as of 06/16/2025 , by TSLE and between Public Service Electric and Gas Company (“PSE&G”) and UNION CNTY EDUCATIONAL SERV COMM SERVICES COMISSION (the “Customer”), each individually referred to as a “Party” and collectively referred to as the “Parties.” Customer is PSE&G’s customer of record, *i.e.*, the PSE&G electric and/or gas account holder.

PSE&G is offering the Energy Saver Program (a/k/a the Direct Install Program) (the “Program”) to customers in its electric and/or gas service territory. Under the Program, PSE&G arranges for the installation of certain energy efficiency measures (“EEMs”) at eligible facilities.

The following terms and conditions govern the Program and the installation of the EEMs.

1. **EEMs to be Installed**

PSE&G (or its designated contractor) will install at Customer's Facility the EEMs described in the Energy Efficiency Upgrade Proposal attached hereto (the "Proposal"), subject to Paragraph 5 below. The Program will fund certain capital expenditures meeting the Program requirements but not costs associated with abatement and remediation of any hazardous materials not directly associated with the installation of EEMs (including, but not limited to, asbestos, lead paint, decommissioned oil tank removal, mold, etc.).

2. **Installation Date**

PSE&G will install the EEMs within a commercially reasonable time of PSE&G signing this agreement, taking all market conditions into account.

3. **Warranty and Disclaimers**

- (a) PSE&G will provide a one-time replacement free of charge for any equipment that fails to operate according to manufacturer's specifications for a period of one (1) year after the date of the original installation.
- (b) Customer may have other warranty rights that may have been provided by the manufacturer of the equipment installed under this Agreement. Customer may exercise such rights only against the manufacturer and not against PSE&G or its affiliates. PSE&G shall use commercially reasonable efforts to assist Customer in enforcing the manufacturer warranties.
- (c) OTHER THAN THE REPLACEMENT WARRANTY STATED IN SUBPARAGRAPH 3(a) ABOVE, NEITHER PSE&G NOR ITS AFFILIATES MAKES ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (d) PSE&G DOES NOT GUARANTEE THAT THE EEMS WILL, IN FACT, SAVE ANY LEVEL OF ENERGY OR RESULT IN A LOWERING OF CUSTOMER'S ENERGY BILLS. The information provided in the Proposal is for informational purposes only and Customer's actual energy savings may vary based on numerous determining factors including but not limited to weather, changes to Customer utility rates, or Facility use and operating hours.

4. **Access to Property**

- (a) Customer grants PSE&G and its contractor(s) reasonable access to the Facility during normal business hours to perform the installation work at such date and time as the Parties shall mutually agree. If Customer's Facility requires work to be performed during off-business hours, arrangements may be made for off-hours installation. In all instances, Customer will be responsible for costs arising from failure to grant access as arranged. These costs will not be included with the EEMs installation costs, savings analysis, or Customer contribution.
- (b) Customer will allow PSE&G to make a reasonable number of follow-up visits during the twenty-four (24) months following installation, with advance notice and at a time convenient to Customer. The purpose of the follow-up visits is to provide PSE&G with an opportunity to review the operation of the EEMs for program education purposes. During the follow-up visits, PSE&G may make recommendations to

Customer regarding operation of the EEMs, however, Customer is under no obligation to follow any such recommendations. If Customer implements such recommendations, PSE&G will not be liable to Customer in tort (including negligence) for Customer's reliance on the recommendations.

5. **Discretion of PSE&G**

PSE&G (at its sole discretion) may choose not to make the installations specified in the Proposal for reasons including, but not limited to, issues related to safety, discovery of unforeseen conditions or the complete utilization of PSE&G's Program budget.

6. **Customer Contribution**

(a) The initial Total Project Cost to install the EEMs is set forth below. Customer will pay Customer's cost contribution either in one lump sum or over a period of sixty (60) months, interest free, through an additional charge on the PSE&G utility bill.

The initial Total Project Cost is \$ **\$976,538.82**.

Customer's cost contribution is equal to 32.01 % of the Total Project Cost.

Customer opts to pay its revised cost contribution via its PSE&G bill in (check one):

One lump sum payment of \$312,628.29 OR sixty (60) monthly payments of \$5,210.47

(b) Customer acknowledges and agrees that the initial Total Project Cost may change as a result of the actual Project installation. If the Project costs increase by more than ten percent (10%) or by more than \$3,500 over the initial Total Project Cost, a Change Order and Amendment will be required to be executed by Customer and PSE&G. Project costs will be true-up upon completion of the Project and a Project Completion Form bearing the final Total Project Cost will be executed by Customer (and PSE&G, if Project costs increase or decrease by more than ten percent (10%) or by more than \$3,500 as compared to the initial Total Project Cost).

7. **Incentives**

Customer represents and warrants to PSE&G that if Customer has received or applied for incentives or services for the same EEMs from another utility, state, or local program the total amount of incentives received will not exceed the actual cost of the EEM to which the incentive applies.

8. **INDEPENDENT COUNSEL**

CUSTOMER HAS OBTAINED, TO THE EXTENT IT HAS DEEMED NECESSARY OR PRUDENT, LEGAL COUNSEL TO ADVISE IT ON THIS AGREEMENT.

9. **Demand Reductions**

PSE&G may participate in the PJM Capacity Market through the demand reductions achieved by the EEMs installed as part of this Program. Customer acknowledges and agrees that, for purposes of participating in the PJM Capacity Market, PSE&G shall own the rights to all such demand reductions without cost or obligation

to Customer. PSE&G's ownership of the Project's demand reductions does not affect Customer's ownership of the EEMs nor the energy savings derived from the EEMs.

As required by PJM, PSE&G reserves the right to perform measurement and verification ("M&V") at all participating facilities. PSE&G M&V activities at the Facility may, in PSE&G's sole discretion, include but not be limited to, meter installation, calibration and maintenance of M&V equipment, data gathering and screening, verification of M&V reports and the use of customer energy and cost savings, and billing information. PSE&G will notify Customer if an EEM installed at the Facility requires M&V, will inform Customer of the PSE&G M&V activities, and will work with Customer to minimize any adverse effects on Customer's normal operations. PSE&G, or its subcontractor, may assess the Facility to verify the operation of all installed EEMs for up to four (4) years following installation to ensure compliance with PJM Capacity Market rules and regulations. Customer shall cooperate with and support PSE&G's ownership of the demand reductions as set forth in this Paragraph 9.

10. **Governing Law; Waive Jury Trial**

Customer agrees (A) that the laws of the State of New Jersey shall govern this Agreement and any dispute arising hereunder shall be litigated in a Federal or State Court located in the State of New Jersey, and (B) TO WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW THE RIGHT TO A TRIAL BY JURY.

11. **Severability**

In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

12. **No Partnership**

This Agreement is neither intended to create, nor shall it be construed as creating, a joint venture, partnership or other form of business association between the Parties, or an agreement to enter into any business relationship.

13. **Entire Agreement; Counterparts**

This Agreement constitutes the full, complete and only agreement between the Parties hereto and supersedes any previous agreements, representations or undertakings, either oral or written, with respect to the subject matter hereof. This Agreement may be executed and delivered by the Parties in separate counterparts by original or a PDF image, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

14. **Amendments**

This Agreement shall not be amended, modified or otherwise altered, except pursuant to a written agreement signed by the Parties.

15. **Limitation of Liability; Limitation of Actions**

In no event will PSE&G or its contractors be liable for any losses, damages, cost or expenses however caused, arising from this Agreement. 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 Customer's contribution to the cost of the EEMs. 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 15 shall survive termination or expiration of this Agreement.

16. **Indemnity**

CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD PSE&G HARMLESS FOR ALL NEGLIGENT OR INTENTIONAL ACTS OF THIRD PARTIES. THE PROVISIONS OF THIS PARAGRAPH PROVIDING FOR CUSTOMER'S DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS PSE&G SHALL ALSO APPLY TO AND PROTECT PSE&G'S OFFICERS, AGENTS, EMPLOYEES, SHAREHOLDERS, SUCCESSORS, AND ASSIGNS. CUSTOMER'S OBLIGATION TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SHALL UNDER THE PROVISIONS OF THIS PARAGRAPH EXCLUDE ONLY AND TO THE EXTENT THAT SUCH INSTANCES ARE DUE TO PSE&G'S INTENTIONAL AND DELIBERATE MISCONDUCT OR WHERE THE PERSONAL INJURY, DEATH, OCCUPATIONAL DISEASE OR LOSS OR DAMAGE TO REAL OR PERSONAL PROPERTY WAS DUE TO PSE&G'S SOLE NEGLIGENCE.

17. **Confidentiality**

Customer-specific information shall only be used by PSE&G in compliance with any applicable regulations and statutory obligations or as otherwise authorized by Customer. Customer expressly understands and agrees that PSE&G is required to report to New Jersey regulators on a periodic basis all Program data, including customer-specific information ("Regulatory Reporting") as well as to prepare and submit to New Jersey regulators a Program evaluation report (the "Program Evaluation Report"). Customer expressly further understands and agrees that both the Regulatory Reporting and the Program Evaluation Report may, among other participant and Project information, identify the Program participants by name and Project address, identify the EEMs implemented by each Program participant and the energy and cost savings estimates for each Project. Customer shall consider all information furnished by PSE&G to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than in connection with the Program, without PSE&G's prior written consent. Notwithstanding the above, either Party may disclose such information as may be required to be disclosed by law or court order from a court of competent jurisdiction, and provided further that, unless otherwise prohibited by law, the Party whose information is required to be disclosed is given reasonable time to take legal action to quash such action and seek other protection.

18. **Sale or Transfer of Property**

If Customer chooses to pay Customer's cost contribution over a period of sixty (60) months and then, as applicable, Customer sells its ownership interest in the Facility, terminates its lease agreement or otherwise vacates the Facility prior to making the final Program payment, then in addition to all other remedies available to PSE&G, PSE&G may declare all of the unpaid balance immediately due and payable, and Customer shall

immediately pay all of the unpaid amount to PSE&G. Alternatively, PSE&G may allow Customer to transfer the outstanding balance of Customer's cost contribution to a different PSE&G billing account.

In the event of (i) a sale or transfer of all or part of the Facility and/or Customer's ownership interest therein, (ii) a lease termination or Customer vacates the Facility, (iii) bankruptcy, insolvency or liquidation of Customer or (iv) forced shut down of Customer's operations and/or the Facility, PSE&G's rights to capture and monitor energy savings shall survive.

Customer must provide PSE&G with ninety (90) days advance written notice of a change of ownership, change of billing account information, or a "customer of record" modification made to the billing account, at the following address:

PSE&G
Energy Saver Program
80 Park Plaza, T8
Newark, NJ 07102
EnergySaver@pseg.com

19. **Timing**

Customer shall have thirty (30) days from receipt of this Agreement in which to review, execute and return this Agreement to PSE&G for countersignature. Failure of Customer to timely return the executed Agreement may result in Customer's Project being moved to the end of PSE&G's review queue and, as a result of the number of Program applicants and limited Program funding available, Customer may lose funding for its Project.

Upon completion of project, Customer has (30) days from receipt of Project Completion Form (PCF) to sign for work performed or notify PSE&G of deficiencies in the work performed for the Project EEM(s), Customer shall be deemed to have accepted and agreed to certification of work.

(signature page follows)

Authorized Signatures:

Customer Name: UNION CNTY EDUCATIONAL SERV
COMM SERVICES COMMISSION

Customer Signature:

Customer Signatory Name (Print): EricLarson

Customer Signatory Title: Business Administrator

Signature Date:

PSE&G Signature:

PSE&G Signatory Name (Print):

PSE&G Signatory Title:

Signature Date:

Energy Efficiency Upgrade Proposal

(see attached)

PSE&G Energy Saver Program

Energy Efficiency Upgrade Proposal

Prepared For:
Union County Educational Services Commission-45 Cardinal
45 CARDINAL DR
WESTFIELD TOWN, NJ, 07090-1019

Phone Number:	(973) 908-5248
Project Number:	TSPSU4353
Vendor Tracking Number:	CEF-EE1-DIU-201082
Account Number:	004245764805
Business Name:	UNION CNTY EDUCATIONAL SERV COMM SERVICES COMISSION
Project Name:	Union County Educational Services Commission-45 Cardinal

UNION CNTY EDUCATIONAL SERV COMM SERVICES COMMISSION(TSPSU4353)
 45 CARDINAL DR,UNION CNTY EDUCATIONAL SERV COMM SERVICES COMMISSION ,
 WESTFIELD TOWN,NJ, 07090-1019
 Phone Number: (973) 908-5248

Estimated Retail Energy Savings

Electric	Lighting	Non-Lighting	Total
Existing kW Load	0.000000		
Proposed kW Load	0.000000		
kW Load Savings	0.000000	26.224609	26.224609

Electric	Lighting	Non-Lighting	Total
Existing kWh Load	0.0000		
Proposed kWh Load	0.0000		
kWh Load Savings	0.0000	66,391.0534	66,391.0534

Gas	Lighting	Non-Lighting	Total
Existing Therms Load	0.0000		
Proposed Therms Load	0.0000		
Therms Savings	0.0000	0.0000	0.0000

Estimated Retail Energy Cost Savings

	Lighting	Non-Lighting	Total
Existing Electric Cost	\$0.00		
Proposed Electric Cost	\$0.00		
Electric Savings	\$0.00	\$9,958.66	\$9,958.66

	Lighting	Non-Lighting	Total
Existing Gas Cost	\$0.00		
Proposed Gas Cost	\$0.00		
Gas Savings	\$0.00	\$0.00	\$0.00

Total Project Cost Breakdown

	Lighting	Non-Lighting	Total
Total Project Cost	\$0.00	\$976,538.82	\$976,538.82
PSE&G Contribution (67.99% Installed Cost)	-	-	\$663,910.53
Net Project After Rebate	-	-	\$312,628.29
Monthly Payment (60 months @ 0% Interest)			\$5,210.47

Cash Flow Analysis

	Lighting	Non-Lighting	Total
Total Monthly Savings	\$0.00	\$829.89	\$829.89

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Customer Monthly Payment (60 months @ 0% Interest)	\$5,210.47
Monthly Cash Flow (60 months)	-\$4,380.58

Projected Five Year Monthly Cash Flow

Month	Customer Payments	Monthly Savings	Cumulative Cash Flow
1	\$5,210.47	\$829.89	(\$4,380.58)
2	\$5,210.47	\$829.89	(\$8,761.16)
3	\$5,210.47	\$829.89	(\$13,141.74)
4	\$5,210.47	\$829.89	(\$17,522.32)
5	\$5,210.47	\$829.89	(\$21,902.90)
6	\$5,210.47	\$829.89	(\$26,283.48)
7	\$5,210.47	\$829.89	(\$30,664.06)
8	\$5,210.47	\$829.89	(\$35,044.64)
9	\$5,210.47	\$829.89	(\$39,425.22)
10	\$5,210.47	\$829.89	(\$43,805.80)
11	\$5,210.47	\$829.89	(\$48,186.38)
12	\$5,210.47	\$829.89	(\$52,566.96)
13	\$5,210.47	\$829.89	(\$56,947.54)
14	\$5,210.47	\$829.89	(\$61,328.12)
15	\$5,210.47	\$829.89	(\$65,708.70)
16	\$5,210.47	\$829.89	(\$70,089.28)
17	\$5,210.47	\$829.89	(\$74,469.86)
18	\$5,210.47	\$829.89	(\$78,850.44)
19	\$5,210.47	\$829.89	(\$83,231.02)
20	\$5,210.47	\$829.89	(\$87,611.60)
21	\$5,210.47	\$829.89	(\$91,992.18)
22	\$5,210.47	\$829.89	(\$96,372.76)
23	\$5,210.47	\$829.89	(\$100,753.34)
24	\$5,210.47	\$829.89	(\$105,133.92)
25	\$5,210.47	\$829.89	(\$109,514.50)
26	\$5,210.47	\$829.89	(\$113,895.08)
27	\$5,210.47	\$829.89	(\$118,275.66)
28	\$5,210.47	\$829.89	(\$122,656.24)
29	\$5,210.47	\$829.89	(\$127,036.82)
30	\$5,210.47	\$829.89	(\$131,417.40)
31	\$5,210.47	\$829.89	(\$135,797.98)
32	\$5,210.47	\$829.89	(\$140,178.56)
33	\$5,210.47	\$829.89	(\$144,559.14)
34	\$5,210.47	\$829.89	(\$148,939.72)
35	\$5,210.47	\$829.89	(\$153,320.30)
36	\$5,210.47	\$829.89	(\$157,700.88)
37	\$5,210.47	\$829.89	(\$162,081.46)
38	\$5,210.47	\$829.89	(\$166,462.04)
39	\$5,210.47	\$829.89	(\$170,842.62)
40	\$5,210.47	\$829.89	(\$175,223.20)
41	\$5,210.47	\$829.89	(\$179,603.78)

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42	\$5,210.47	\$829.89	(\$183,984.36)
43	\$5,210.47	\$829.89	(\$188,364.94)
44	\$5,210.47	\$829.89	(\$192,745.52)
45	\$5,210.47	\$829.89	(\$197,126.10)
46	\$5,210.47	\$829.89	(\$201,506.68)
47	\$5,210.47	\$829.89	(\$205,887.26)
48	\$5,210.47	\$829.89	(\$210,267.84)
49	\$5,210.47	\$829.89	(\$214,648.42)
50	\$5,210.47	\$829.89	(\$219,029.00)
51	\$5,210.47	\$829.89	(\$223,409.58)
52	\$5,210.47	\$829.89	(\$227,790.16)
53	\$5,210.47	\$829.89	(\$232,170.74)
54	\$5,210.47	\$829.89	(\$236,551.32)
55	\$5,210.47	\$829.89	(\$240,931.90)
56	\$5,210.47	\$829.89	(\$245,312.48)
57	\$5,210.47	\$829.89	(\$249,693.06)
58	\$5,210.47	\$829.89	(\$254,073.64)
59	\$5,210.47	\$829.89	(\$258,454.22)
60	\$5,210.47	\$829.89	(\$262,834.80)
Totals	\$312,628.29	\$49,793.30	\$-262,834.8

Projected Five Year Cash Flow

Year	Customer Payments	Yearly Savings	Cumulative Cash Flow
1	\$62,525.66	\$9,958.66	(\$52,567.00)
2	\$62,525.66	\$9,958.66	(\$105,134.00)
3	\$62,525.66	\$9,958.66	(\$157,701.00)
4	\$62,525.66	\$9,958.66	(\$210,268.00)
5	\$62,525.66	\$9,958.66	(\$262,835.00)
Totals	\$312,628.29	\$49,793.30	(\$262,835.00)

Proposal Notes

The predominant operating hours for this analysis provided by Customer are: 0

An electric rate of \$0.15 per kWh was utilized to generate this proposal.
 A gas rate of \$0.97 per Therm was utilized to generate this proposal.

This is a turnkey Proposal and includes, but is not limited to, all labor, permits, and material costs. Project costs do not include New Jersey sales tax. For capital improvement projects, customer must complete and submit a ST-8 form for tax exemption. Recycling of all lamps is included in the scope of work for this project. Project installation labor is warranted for a period of one (1) year - see the contract for more information.

New Jersey Clean Energy Program Protocols 2020 were utilized to evaluate this Project Proposal. The estimated energy savings and environmental impacts in this proposal are based on the New Jersey Clean Energy Program Protocols 2020. Among other items, these Protocols utilize predetermined run

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hours which may be different than the predominant operating hours provided by the Customer. The Company does not guarantee the proposed energy savings measures will, in fact, save any level of energy or result in a lowering of Customer's energy bills. However, based on the represented predominant run hours, it is expected that the actual energy savings will be near the estimates provided in this Project Proposal.

The information provided in this proposal is for informational purposes only and Customer's actual energy savings may vary based on numerous determining factors including but not limited to weather, changes to Customer utility rates, facility use and facility operating hours.

Environmental Impact Statement

According to the EPA, for each kWh saved, approximately 1.52 pound of Carbon Dioxide (CO2), 0.0065 pounds of Sulfur Dioxide (SO2), and 0.0028 pounds of Nitrogen Oxides (NOx) are eliminated from future power plant emissions into our atmosphere annually.

CO2 is a "Greenhouse Gas" while SO2 contributes to acid rain formation and NOx contributes to the atmosphere ozone formation (Smog) and estuarial damage.

The Annual Pollution Reduction Impact of Your Project

Carbon Dioxide (lbs)	100,914.4012
Nitrogen Oxides (lbs)	185.8949
Sulphur Dioxide (lbs)	431.5418

For every 10,000 Kilowatt Hours saved the EPA has estimated the savings to be equivalent to planting 2.9 acres of trees annually or equivalent to removing 1.4 cars from our roads annually.

Your Project's Local Impact

Acres of Trees Planted	19
Cars Removed	9

Energy Savings Calculator

How We Derive Your Energy Savings

$$\frac{\text{Watts Saved} \times \text{Operating Hours}}{1,000 \text{ w per KW}} \times \text{kWh Rate}$$

We save you electric energy (kilowatt-hours) by updating your lighting equipment with advanced, highly efficient technology products that provide more capability while using less electricity.

While your cost per kilowatt-hour is fixed, your operating hours are variable as they are in your control. As long as operating hours are as represented, your electrical savings should be in line with the projected energy savings.

For more information, please visit www.epa.gov

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Account:	004245764805		UNION CNTY EDUCATIONAL SERV COMM SERVICES COMISSION (TSPSU4353)					
Measure Line Item	Area Description/Location	Floor	Exist. Measure	Count of existing	Proposed Measure	Proposed Measure Count	Watts Saved	Therms Saved
Demand Controlled Ventilation						1	15300	0
Dual Enthalpy Economizers						1	0	
Electric HVAC Systems					TRANE / SCOTT SPRINGFIELD /MODINE RAUKD124 / AHU-1	1	10924.609	0
Fuel Use Economizer						1		0

TSLE - NOTES & EXCLUSIONS

Lighting

1. Aged lighting components, including sockets, lenses, etc. often become brittle over time and will crack or break with the slightest touch. While we take great care when handling your existing lighting fixtures, we are not responsible for damage caused by routine handling.
2. Typical dimmers will control incandescent lamps smoothly from full bright to "off," but LEDs tend to "drop out" or flicker at the lower end of the dimming range. They may not operate or even dim at all, requiring replacement of the existing dimmer with a compatible device. Also, existing occupancy (vacancy) sensors may not be compatible with LEDs. There is no allowance in your Scope of Work for replacement of existing dimming or occupancy sensing controls.
3. There is an aesthetic issue to consider as well with dimmable LEDs. Traditional incandescent lamps appear warmer in color temperature as they dim, but the color of screw-in LEDs remains constant throughout the dimming range. This is not necessarily desirable, as we are accustomed to color warming as lighting is dimmed.
4. Line voltage (Direct Wire) LED tubes are more sensitive to voltage fluctuations than traditional lamps. If your existing electrical system experiences voltage fluctuations (typically caused by other equipment in the building) you may observe flickering in the lights.
5. The standard color for LED lamps that replace fluorescent tubes is 4000k, roughly equivalent to what used to be called "cool white." Standard color for screw-in lamps is 2700k. Requests to change these standard colors must be made before materials are ordered. *Once materials are ordered, changes become expensive and are the customer's responsibility.*
6. This Scope of Work assumes all lighting equipment operates on voltages between 120V and 277V unless specifically noted otherwise. If any lighting fixtures included in this scope operate at other voltages (e.g. 480 volts) there will be additional costs.
7. There may or may not be an allowance for emergency battery backup systems. If these systems exist in your facility, there will be additional costs to include battery backups in retrofits or fixture replacements.
8. There is no allowance for correction of health or safety issues, code violations, or for additional work needed to meet current code requirements. Hidden or conditions undiscovered prior to removal of existing equipment are excluded.
9. There is no allowance to repair or extend wiring or for additional wiring which may be necessary. This is often an issue where existing feeds are not long enough to reach connections on new fixtures.
10. There is no allowance for painting, patching, or other general construction. Please be aware that newer LED fixtures are often smaller than the fixtures they replace. Removal of the existing fixture may leave a scar that will not be covered by your new fixture.
11. Basic permit costs are covered by the program, but additional requests from state or local code officials, such as for reflected ceiling plans or documents requiring the stamp or seal of a professional engineer (P.E.) may not be covered.

Heating and Air Conditioning

Air Distribution

1. The Program offers one-for-one equipment replacement and may not address pre-existing ductwork conditions. Some items excluded include:
 - 1) Undersized, oversized and or damaged ductwork (Hard or Flex)

- 2) Faulty VAV Boxes
- 3) Faulty Re-Heat Coils
- 4) Faulty or incorrect Supply Diffusers or Return Diffusers
- 5) Humidifiers, De-Humidifiers or Air Cleaners
- 6) Air Balancing of the system

Code Violations

2. There is no allowance for correction of health or safety issues, code violations, or additional work required to meet changes in code requirements that occurred after installation of your existing equipment. Hidden or conditions undiscovered prior to removal of existing equipment are excluded.

Duct Work

3. Two linear feet of transition ductwork is included to tie the new unit into existing ductwork.

Fire Alarm and BAS Systems

4. This proposal excludes wiring of Smoke or CO detectors to a building's fire alarm system, which must be completed by a certified fire alarm contractor. Factory-installed control boards or tying and programming into BAS control systems is also excluded.
5. There are no provisions within the program to install new smoke detectors, or to replace existing smoke detectors that are not in working condition.

Railings

6. This proposal excludes safety railings or seismic strapping if required by code. Code requires HVAC equipment to be at least 10 feet away from the edge of the roof. If less than 10 feet, local building codes may require the installation of a safety railing.

Structural

7. Unless specifically included, this proposal excludes structural engineering, structural drawings, and structural steel work. Customer may be responsible for supplying structural drawings or other documents requested by local code officials before they issue permits.

Maintenance

8. Your new high-efficiency HVAC equipment requires routine maintenance including changing filters, inspecting belts, cleaning coils, etc. If you do not perform this maintenance using a certified HVAC contractor your warranty may be voided. A maintenance agreement with your local service company is highly recommended.

General

Drawings

1. Costs to prepare drawings or other documentation required by code officials are not included.

Materials

2. Unless you specifically request specification sheets to review for your approval, materials may be ordered upon receipt of your signed Participation and Repayment Agreement, and are sold on a final, non-cancelable, non-returnable, non-refundable basis.

Warranty

3. The warranty period on materials and installed measures begins on the day of installation. Final completion and customer approval of the Measure Acceptance Form may occur at a later date.

Limitation of Liability; Limitation of Actions

4. In no event will TSLE or its subcontractors be liable for any losses, damages, cost or expenses however caused, arising from installation of Energy Conservation Measures ("ECMs")

described in the project proposal. TSLE'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 installation of ECMs shall, under no circumstances, exceed the cost of Customer's contribution to the cost of the Energy Conservation Measures (ECMs). TSLE 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 installation of ECMs, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract or otherwise. Any action against TSLE arising out of, resulting from, or related to the performance or breach of installation of ECMs shall be filed no later than one (1) year after the cause of action has occurred. The provisions of this paragraph shall survive termination or expiration of any agreements related to the installation of ECMs, including those agreements between customer and the provider of any incentives or utility company.

Indemnity

5. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS FOR ALL NEGLIGENT OR INTENTIONAL ACTS OF THIRD PARTIES. THE PROVISIONS OF THIS PARAGRAPH PROVIDING FOR CUSTOMER'S DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY SHALL ALSO APPLY TO AND PROTECT COMPANY'S OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SHAREHOLDERS, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS. CUSTOMER'S OBLIGATION TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SHALL UNDER THE PROVISIONS OF THIS PARAGRAPH EXCLUDE ONLY AND TO THE EXTENT THAT SUCH INSTANCES ARE DUE TO COMPANY'S INTENTIONAL AND DELIBERATE MISCONDUCT OR WHERE THE PERSONAL INJURY, DEATH, OCCUPATIONAL DISEASE OR LOSS OR DAMAGE TO REAL OR PERSONAL PROPERTY WAS DUE TO COMPANY'S SOLE NEGLIGENCE. [L] [SEP]
6. The customer acknowledges that TSLE performs installation of measures described in the project proposal based on the limitations of liability and disclaimers described above, and that the same form an essential basis of the bargain between TSLE and the customer. The customer agrees that the limitations and exclusions of liability and disclaimers specified in these Notes and Exclusions will survive and apply even if found to have failed of their essential purpose.

Marketing

As preferred contractors, some of our utility program contracts obligate us to provide finished marketing content including success stories, social media posts, web content, and fully developed case studies. The purpose of these notes is to establish which activities are considered 'standard' and you are approving now, and those activities where we will request specific permission from you only if you choose to participate.

TSLE standard marketing activities include:

- Project summaries for Request for Proposals (RFPs) and Qualification Summaries
- Social Media Posts including but not limited to LinkedIn, Instagram and Google for Business
- Before/After photos of lighting, HVAC & refrigeration
- Project deck slides
- Web content on TSLE.com
- Email newsletters

TSLE will request your specific permission for the following:

- Adding your logo to our website
- Act as a reference – where you agree to share your experience with potential TSLE customers.
- Press release (requires your final review and approval)

- Case study detailing your experience with TSLE and the energy efficiency program(s) used to execute your project (requires your final review and approval)
- Attributing your quotes in public testimonials, mailings, or collaterals (requires your final review and approval). Google reviews are considered public and would not require approval for future use.

Your agreement to these activities does not obligate Tri-State Light & Energy to create them.

1. TSLE will discuss with you any quote block, full case study or press release and seek your review/approval for final content. You agree to review for factual accuracy and to prevent the inadvertent release of any of your confidential information. You agree to provide TSLE with your approval or comments in writing within ten (10) days of request from TSLE.
2. Tri-State Light & Energy (TSLE) will seek your permission to display your name, trademarks, service marks, logos and other identifying information in the documentation as approved by you during review of the documentation.
3. Except for any of your trademarks, service marks, logos, etc. TSLE will own all copyrights to the documentations and grants you a non-exclusive, nontransferable license to use and distribute the documentation solely for your own advertising and marketing efforts.
4. Both parties will have the rights to publish, use, reference, and display any final, approved documentation in whole or edited excerpts. Both parties agree the approved content will not be altered without prior written consent from the other party. Both parties agree to stop distributing, publicly referencing, and displaying the approved documentation at any time upon written request from the other party.
5. If you have any questions or need further clarification regarding the marketing policy, please call 610.789.1900 or email Marthe@email.tsle.com.

179D Allocation

As part of Tri-State Light and Energy's commitment to maximizing energy efficiency and achieving cost-effective solutions, we are pursuing available federal tax incentives to reduce overall project costs. Under §179D of the Internal Revenue Code, eligible projects that improve a building's energy performance can qualify for valuable tax deductions. For government or non-profit building owners who cannot directly utilize these deductions, the tax benefits may be allocated to the designer responsible for the energy-efficient systems.

To facilitate this benefit, we will include an allocation form in the final close-out document package for your review and signature. This form formally assigns the applicable §179D deduction to Tri-State Light and Energy, enabling us to apply the tax deduction for our work on this project's energy-efficient improvements. We appreciate your collaboration in finalizing this allocation, which will allow us to support further efficiency-focused initiatives on your behalf.

Please sign here to indicate you have reviewed and accept these
Notes & Exclusions to your project.

Date

**Allocation Form
Energy Efficiency Commercial Buildings Deduction
26 USCS § 179D, as amended
Internal Revenue Bulletin 2008-14
Notice 2008-40**

1. The name, address, and telephone number of an authorized representative of:

NAME: Eric Larson

Telephone number: (973) 908-5248

Union County Educational Services Commission, 45 Cardinal Dr, Westfield, NJ 07090

2. The name, address, and telephone number of an authorized representative of the designer requesting the allocation for the Deduction for Energy Efficiency Commercial Building (§ 179D) deduction.

Tri-State

3. The address of the building(s) on or in which the energy efficient property was installed.

Union County Educational Services Commission, 45 Cardinal Dr, Westfield, NJ 07090

The amounts in Sections 4,5, & 6 below will be determined as part of the certification process and a final signed copy will be presented by certification engineer to all signees

4. The cost of the energy efficient property associated with the qualified area and applicable energy upgrades for each building:

a. Interior lighting system \$

b. Heating, cooling, ventilation, and/or water systems \$

c. Building envelope \$

5. The date the energy efficient property was placed in service.

Date:

6. The dollar amount of the deduction for the Energy Efficiency Commercial Building allocated to the designer.

7. Amount of Section 179D deduction allocated to TriState Light & Energy:

8. Attached is the third-party certification required by the IRS that the energy efficient property satisfies the energy efficiency requirements of § 179D(c)(1) and (d) of the Internal Revenue Code.

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

Designer's Authorized Representative