



Clean Energy Future – Energy Efficiency Program Direct Install Program

Installation and Repayment Agreement

Customer Name: UNION CNTY EDUCATIONAL SERV COMM

Contact Name: Eric Larson

Date: 02/10/2026

Facility Name: UCESC-45 Cardinal Drive-Phase II

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 #: TSPSU4901

Assessment Date: 09/25/2025

Assessment Firm: TSLE

Auditor: C-K

Facility Sq. Footage: 45,000

This Installation and Repayment Agreement (“Agreement”) is entered into as of 02/10/2026 , by TSLE and between Public Service Electric and Gas Company (“PSE&G”) and UNION CNTY EDUCATIONAL SERV COMM (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 Direct Install Program (a/k/a 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 \$ **\$433,680.00**.

Customer's cost contribution is equal to 53.03 % 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 \$229,975.00 OR sixty (60) monthly payments of \$3,832.92

(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
Direct Install Program
80 Park Plaza, T11
Newark, NJ 07102

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

Customer Signature:

Customer Signatory Name (Print): EricLarson

Customer Signatory Title:

Signature Date:

PSE&G Signature:

PSE&G Signatory Name (Print):

PSE&G Signatory Title:

Signature Date:

Energy Efficiency Upgrade Proposal

(see attached)