

EFFICIENCY MAINE

MULTIFAMILY EFFICIENCY PROGRAM

Application and Participation Agreement

Custom Path

Application Instructions

The Application and Participation Agreement must be filled out electronically. A complete Application Packet consists of the following documents:

1. Application Form
2. Participation Agreement

Instructions

Complete the Application and Participation Agreement with the assistance of the owner or owner's project representative. Please note the following requirements:

- The name of the Owner/Participating Entity and number of units must be consistent between the Application (*Sections A, J & K*) and the Participation Agreement (page 5).
- The name of the Owner/Participating Entity must be complete, including the company designation (*Inc., Co., LLC, LP, etc*).
- A legal signatory for the Owner/Participating Entity must sign the Participation Agreement.

Submission

- Application Packages for new projects will be uploaded directly to effRT by your Program Partner.
- For projects that have already received Benchmarking services, email Application Package to efficiencymaine@efficiencymaine.com.



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Efficiency Maine provides incentives to reduce the purchase price of premium, reliable, energy efficient products.

Efficiency Maine cash incentives lower your purchase costs, but the real savings come as this premium equipment reduces your energy costs in the future. When you purchase energy efficient products, you lower your energy bill and help Maine avoid costly, new electric generation.

If you have questions, or if you would like assistance in completing this form, call us at 866-376-2463 or email efficiencymaine@efficiencymaine.com.

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A. PROJECT INFORMATION (MUST MATCH PARTICIPATION AGREEMENT)

Project Name: *(This should be property name or main address for the property, e.g. Maplewood Terrace or 174 East 3rd Street)*

City: State: Zip Code:

County: Total Building Size *(Square feet)*:

Project area subject to this application, if not entire building (square feet):

Please choose the approach to develop energy savings estimates for this project. ☐ Fast Track ☐ Modeling

B. BUILDING INFORMATION

Building Address	Number of Units	Number of Stories	Electric Metering <i>(master metered, submetered or direct-metered)</i>

C. ELECTRIC DISTRIBUTION UTILITY INFORMATION

- ☐ Central Maine Power Company
☐ Maine Public Service Company
☐ Bangor Hydro-Electric Company
☐ Eastern Maine Electric Cooperative
☐ Swans Island Electric Cooperative
- ☐ Houlton Water Company
☐ Van Buren Power and Light District
☐ Kennebunk Light and Power District
☐ Madison Electric Works
☐ Fox Island Electric Cooperative
- ☐ Other (specify):

D. HEATING INFORMATION - HEATING SOURCE(S) *(please select all that apply)*

- ☐ Electric
☐ Oil
- ☐ Gas
☐ Propane
- ☐ Steam
☐ Other (specify):

E. GAS DISTRIBUTION UTILITY INFORMATION

Gas Service Use: *(Check all that apply)*

- ☐ Heating ☐ DHW Heating
- ☐ Cooking ☐ Other *(specify)*:

Type of Gas Rate:

- ☐ Firm Gas *(not dual fuel capable)*
☐ Interruptible Gas
☐ Cooking Only *(no gas heating)*

Enter rate class *(if known)*:

Gas Utility:

- ☐ Unutil
☐ Bangor Gas Company, LLC.
☐ Maine Natural Gas, LLC.
☐ Other (specify):

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F. OTHER PROJECT INFORMATION

If applicable, provide additional information about your project:

G. PROJECT OWNERSHIP

☐ Private (for-profit) ☐ Private (non-profit) ☐ Public/Municipal

H. ADDITIONAL FUNDINGS

Do you expect to receive funding or loans under any other programs? ☐ Yes ☐ No

If yes, please list below:

Rebates cannot be combined with funds from other Efficiency Maine or utility programs.

I. OTHER EFFICIENCY MAINE INVOLVEMENT

Has this property participated in any other Efficiency Maine programs? ☐ Yes ☐ No

If Yes, what programs?

What energy efficiency measures were accomplished?

J. OWNER/PARTICIPANT INFORMATION *(Must match the attached Participation Agreement)*

Participant/Owning Company Name: *(Payment will only be made to the entity entered here)*

Federal ID or SSN:

Address 1:

Address 2:

City:

State:

Zip+4:

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K. PROJECT CONTACT

Note: Project-related correspondence & communication will be directed to this individual

Name of Project Manager/Contact: _____ Title: _____

Company: _____ E-mail: _____

Day Phone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip+4: _____

L. FINANCIAL CONTACT *(Rebates will be mailed to this address)*

Note: Incentive payment-related correspondence & communication will be directed to this individual

Name of Billing Contact: _____ Title: _____

Company: _____ E-mail: _____

Day Phone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip+4: _____

M. PROPERTY MANAGING AGENT/AGENCY *(This may be the same as J and K above)*

Name of Managing Agent: _____ Title: _____

Company: _____ E-mail: _____

Day Phone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip+4: _____

N. MULTIFAMILY PROGRAM PARTNER

Company: _____ Project Representative/Manager: _____

Title: _____ E-mail: _____

Day Phone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip+4: _____

MULTIFAMILY EFFICIENCY PROGRAM APPLICATION AND PARTICIPATION AGREEMENT

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1. Efficiency Maine understands that the Participant named below has agreed to undertake changes, additions, or deletions to any system or process that impacts their existing building's energy consumption and/or cost as set forth in this application.
2. Under this Participation Agreement, the Participant agrees:
 - a. to benchmark their project's energy performance or to enable the project's Multifamily Program Partner to benchmark the project's energy performance using EPA ENERGY STAR® Portfolio Manager®.
 - b. to hire a Multifamily Program Partner to provide the services indicated in their Partnership Agreement with Efficiency Maine and to provide access to the project's building staff, tenants and/or shareholders, and others as necessary to develop a draft Energy Reduction Plan that will achieve a performance target of at least 20%;
 - c. to finalize the Energy Reduction Plan that incorporates a set of recommended measures and/or strategies that will achieve the minimum 20% performance target in accordance with the various policies and guidelines as described in the Energy Reduction Plan Template and the Energy Reduction Plan Guidelines;
 - d. to implement the Energy Reduction Plan as represented by the final, proposed bid and/or construction documents or commit to make no changes during construction that would cause the final, installed measures to fail the 20% performance target;
 - e. to provide Efficiency Maine or its designees the electricity, fuel, and water consumption data for the entire common area and a sample of the units for at least three (3) years following completion of the Plan;
 - f. not to increase or seek an increase in rent for Project Work to the extent that such Project Work is performed with Program Funds; and,
 - g. to follow the rebates table below with total rebates not to exceed 50% of the total project cost.

Whole Building Energy Savings	% Cap (of installation cost)	Max. Rebate
20% or greater	%50	\$500 per apartment

3. Efficiency Maine will arrange to provide rebates as modified at the sole discretion of Efficiency Maine upon notice to Participant
4. Efficiency Maine is not responsible for the payment of any taxes assessed by federal, state, or local governments on benefits conferred on the Participant by Efficiency Maine. No party shall be liable to the others for any indirect, incidental, or consequential damages.
5. I certify that I am, or I am authorized to act on behalf of, the Participant, and I certify that all information provided in this application, including any attachments, is true and correct to the best of my knowledge. I have read and understand the above Terms and Conditions which are part of this application and agree on behalf of the Participant to abide by them.

OWNER

Project Name: *(Must match Section A)*

Participant/Owning Company Name: *(Must match Section J)*

Legally Authorized Signature*:

Date:

Print Name & Title*: *(Must be a legal signatory)*

**The individual who signs this Agreement must be a legal signatory for the entity (examples: CEO, CFO, President, VP, Treasurer, etc).
Documentation may be requested.*

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TERMS AND CONDITIONS

Through its Multifamily Efficiency Program ("Program"), Efficiency Maine offers rebates to owners of qualified multifamily properties for eligible energy efficiency upgrades by participating installers. Participation in the Program is subject to these Terms and Conditions and the Multifamily Efficiency Program Manual. Customer's execution of a Program application or acceptance of a rebate under the Program constitutes Customer's acknowledgement of and agreement to be bound by these Terms and Conditions and the Program Manual.

DEFINITIONS

- a) **Customer** – An eligible owner of one or more qualified multifamily properties in the State of Maine.
- b) **Multifamily property** – any qualified multifamily building with five or more apartments as defined in the Multifamily Efficiency Program Manual.
- c) **Energy efficiency measures** ("Measures") – any qualifying energy upgrade listed or allowed in the Program Manual.
- d) **Participating installer** – unless otherwise stated in the Program Manual, any Multifamily Efficiency Program Partners, Residential Registered Vendors, and Qualified Partners are eligible installers of Measures under this Program.

TERMS AND CONDITIONS

1. OWNERSHIP OF CAPACITY AND ENVIRONMENTAL CREDITS

- a) Measures used to qualify for rebates under the Program are the property of the Customer, subject to any limitations contained within these Terms and Conditions.
- b) Efficiency Maine holds sole rights to any environmental, energy market, electric system capacity, and similar credits resulting from or that may be associated with Measures for which rebates were received, and Efficiency Maine can dispose of these credits in any manner authorized by law or regulation.
- c) In no event shall Efficiency Maine's disposition, use, or other activity associated with any energy or environmental credits interfere with the Customer's sole discretion to operate Measures as approved in Customer's rebate award.

2. CUSTOM PATH PRE-APPROVAL LETTER

Under the Custom Path, after an application is approved, the Customer will receive written notification of a maximum pre-approved incentive amount. Efficiency Maine will not pay Custom Path rebates for any Measures installed prior to the date of the Pre-Approved Incentive Letter, or any amounts in excess of the approved award.

3. INCENTIVE AMOUNTS

- a) Incentive amounts are listed in the Program Manual, as may be amended.
- b) The Customer is required to use the incentive amounts only for the approved purposes. Efficiency Maine has the right to seek a refund for incentives paid, and Customer shall be obligated to reimburse Efficiency Maine, if, at any time, it learns that the Measures were not actually and properly installed or were subsequently disconnected.

4. COST OF EQUIPMENT

The Customer must provide copies of paid invoices or other satisfactory documentation verifying the costs of purchasing and installing the Measures.

5. DEADLINES

The Customer must abide by the applicable Program deadlines as set forth in the Program Manual. Efficiency Maine is not obligated to disburse rebates on applications received after the applicable Program deadline.

6. INSPECTIONS AND EVALUATION VISITS

Efficiency Maine reserves the right to inspect Measure installations to ensure eligibility and satisfactory installation before paying incentives. Efficiency Maine also reserves the right to make follow-up visits to a Customer's property during the 24 months following the completion date at a time convenient to the Customer. The purpose of the visit(s) would be to review the operation of the Measures for program evaluation purposes, including monitoring their energy performance. The Customer hereby authorizes Efficiency Maine to conduct such inspections and visits.

7. PROGRAM CHANGES

Efficiency Maine may change the Program requirements, rebates, or Terms and Conditions at any time without notice, including suspending acceptance of applications or terminating the Program. Efficiency Maine is not obligated to approve any submitted application that may result in Efficiency Maine exceeding its Program budget.

In the event of a Program change, pre-approved applications will be processed to completion under the Program Manual and Terms and Conditions in effect at the time of the pre-approval by Efficiency Maine.

8. PUBLIC INFORMATION

Efficiency Maine is a quasi-state agency. A Customer's participation in the Program may be a public record. Subject to any confidentiality requirements under applicable law, Efficiency Maine reserves the right to publicly disclose information about the Customer's participation in the Program. Disclosures may include, but are not limited to regulatory and legislative reports, tax reporting, published reports, Efficiency Maine newsletters, maps, web pages, presentations and marketing material.

9. WAIVER AND LIMITATION OF LIABILITY; INDEMNIFICATION

- a) Efficiency Maine's sole obligation and total liability under this Agreement will be limited to paying the incentive amounts as approved by Efficiency Maine. In no event shall Efficiency Maine be liable to the Customer or anyone claiming through Customer, for any special, consequential, or incidental damages, including lost profits or lost business opportunities, or for any damages in contract or tort (including negligence) arising or resulting from the Customer's participation in the Program or Efficiency Maine's administration of the Program. Except for the right to receive incentive amounts properly payable under the terms of the Program, the Customer expressly waives all claims against Efficiency Maine.
- b) The Customer shall protect, indemnify, and hold harmless Efficiency Maine and its trustees, employees, and agents from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against Efficiency Maine arising out of or relating to the Customer's participation in the Program and the installation and operation of the Measures.
- c) Nothing herein shall be construed to waive, release, or diminish any statutory or common law immunities of Efficiency Maine as a governmental entity, all of which are expressly retained.

10. WARRANTIES; DISCLAIMERS

- a) Efficiency Maine does not endorse, guarantee, or warrant any particular manufacturer or product, and it provides no warranties, express or implied, for any product or services. Efficiency Maine expressly disclaims all warranties relating to the Measures, including the installation of any Measures. Warranties are limited to those that may be provided by manufacturers, equipment suppliers, contractors, or vendors used by the Customer.

- b) Neither Efficiency Maine nor its agents or consultants are responsible for assuring that the design, engineering, or construction of any Measure or installation of the Measures is proper or complies with any particular laws, codes, or industry standards. Efficiency Maine does not make any representations of any kind regarding the results to be achieved by the Measures or the adequacy or safety of the Measures.
- c) The Customer is solely responsible for the selection of a participating installer and shall be solely responsible for all contractual undertakings with and payments to the participating installer. Efficiency Maine does not endorse, guarantee, or warrant the performance of any participating installer. In no event shall Efficiency Maine be liable for any act or omission of any participating installer or any third party providing goods or services to the Customer.

11. TAXES

Incentives received by the Customer may be taxable. The Customer is responsible for determining any tax obligations and declaring and paying all taxes that may be due in connection with participation in the Program. Customers must provide their tax identification number for payment processing. Incentive payments in excess of \$600 made to unincorporated entities will be reported by Efficiency Maine on IRS Form 1099-MISC.

12. PROGRAM OVERLAP

Multifamily Efficiency Program incentives cannot be combined with incentives from other Efficiency Maine programs.

13. MEASURE LIFE

Customer acknowledges and agrees that Measures funded by Efficiency Maine must be used for their intended purpose and for their rated useful life. By accepting an Efficiency Maine incentive, Customer agrees that it will not alter, modify or discontinue use of the Measures without prior written approval from Efficiency Maine.

14. MISCELLANEOUS

- a) These Terms and Conditions, the Program Manual, and any written approval notice from Efficiency Maine govern the rights and obligations of the Customer and Efficiency Maine. No other terms or conditions inconsistent with the foregoing shall be binding unless expressly agreed in writing and signed by both the Customer and Efficiency Maine.
- b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms.
- c) In the event of any dispute concerning these Terms and Conditions, or any other requirement of the Program or condition of an incentive award, resolution will be governed in all respects by the laws, statutes, and regulations of the State of Maine. Any legal proceeding shall be brought in State of Maine administrative or judicial forums. The Customer consents to personal jurisdiction in the State of Maine.