

EFFICIENCY MAINE

MULTIFAMILY EFFICIENCY PROGRAM

Application and Participation Agreement



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

Electronic Submission

The Application Package can be submitted electronically via email to: MMcQueeney@trcsolutions.com

Mail Submission

Submit the Application Package via mail to:

Multifamily Efficiency Program – Efficiency Maine
c/o Intake Manager
TRC Energy Services
14 Gabriel Drive
Augusta, ME 04330

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 207-620-3826 or email Mike McQueeney at MMcQueeney@trcsolutions.com.

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MULTIFAMILY EFFICIENCY PROGRAM APPLICATION AND PARTICIPATION AGREEMENT



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. Prescriptive 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

- | | | |
|---|---|---|
| <input type="checkbox"/> Central Maine Power Company | <input type="checkbox"/> Houlton Water Company | |
| <input type="checkbox"/> Maine Public Service Company | <input type="checkbox"/> Van Buren Power and Light District | |
| <input type="checkbox"/> Bangor Hydro-Electric Company | <input type="checkbox"/> Kennebunk Light and Power District | <input type="checkbox"/> Other (specify): |
| <input type="checkbox"/> Eastern Maine Electric Cooperative | <input type="checkbox"/> Madison Electric Works | |
| <input type="checkbox"/> Swans Island Electric Cooperative | <input type="checkbox"/> Fox Island Electric Cooperative | |

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

- | | | |
|-----------------------------------|----------------------------------|---|
| <input type="checkbox"/> Electric | <input type="checkbox"/> Gas | <input type="checkbox"/> Steam |
| <input type="checkbox"/> Oil | <input type="checkbox"/> Propane | <input type="checkbox"/> 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 energy efficiency programs? Yes No

If yes, please select all that apply or may apply:

- Weatherization Assistance Program
Other energy efficiency program 1: Organization: Program Name:
Other energy efficiency program 2: Organization: Program Name:

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 *(Incentives 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:

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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 Efficiency Maine's Benchmarking Tool in accordance with the guidelines as indicated in the Benchmarking Tool. Any discrepancies, intentional or otherwise, between the project's actual consumption and that entered into the Benchmarking Tool may be subject to immediate cancellation of this Agreement and/or repayment of any Efficiency Maine incentives;
 - 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,
3. Efficiency Maine will arrange to provide incentives 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.*

MULTIFAMILY EFFICIENCY PROGRAM APPLICATION AND PARTICIPATION AGREEMENT



ATTACHMENT E – TERMS AND CONDITIONS

1. Eligibility

Eligible Participants are defined as the owner of the multifamily building with between five (5) and twenty (20) units within the State of Maine

2. Approval of Required Documentation

Efficiency Maine is not bound to pay any incentive unless Efficiency Maine approves the documentation required to be submitted as a condition of each trigger event. Efficiency Maine reserves complete discretion to approve or disapprove this documentation.

3. Incentive Payments

All incentive payments are made to the signatory of this agreement. Incentive payments shall be made according to the schedule below.

4. Analysis and Follow-up Visits

Efficiency Maine reserves the right to make a reasonable number of pre- and post-installation follow-up visits to the project during the implementation of the Energy Reduction Plan and up to 36 months following the date of its completion. Such visit(s) will be at a time convenient to the Participant and made with at least one (1) week advance notice to the Participant by Efficiency Maine.

5. Changes in the Program

Notwithstanding paragraph 12(b), the program and these Terms & Conditions may be changed by Efficiency Maine at any time without notice. Approved applications, however, will be processed to completion under the Terms & Conditions in effect at the time of the approval by Efficiency Maine.

6. Energy Reduction Plan Development Requirements

If the Participant has not met the trigger events required under Payment #1 within six (6) months of the date of application approval, Efficiency Maine may cancel this Agreement.

7. Indemnification

The Participant shall protect, indemnify, and hold harmless Efficiency Maine and the State of Maine from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney’s fees and expenses) imposed upon or incurred by or asserted against Efficiency Maine or the State of Maine resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Participant under this section shall survive any expiration or termination of this Agreement.

8. No Warranties

- a) Efficiency Maine does not endorse, guarantee, or warrant any particular manufacturer or product, and Efficiency Maine provides no warranties, expressed or implied, for any product or services. The Participant’s reliance on warranties is limited to any warranties that may arise from, or be provided by, contractors, vendors, etc.
- b) The Participant acknowledges that neither Efficiency Maine nor any of its consultants are responsible for assuring that the design, engineering, and construction of the Building or installation of the recommendations made by the Multifamily Partner is proper or complies with any particular laws (including patent laws), codes, or industry standards. Efficiency Maine does not make any representations of any kind regarding the results to be achieved by the recommendations made by the Multifamily Performance Partner or the adequacy or safety of such measures.

9. Limit of Incentive Payments

Efficiency Maine reserves the right, for any reason, to stop approving incentive applications at any time without notice.

10. Release by the Participant

The acceptance by the Participant of final payment shall release Efficiency Maine from all claims and liability the Participant, its representatives, and assigns might otherwise have relating to this award.

11. Application Does Not Entitle Participant to Participate

Submission of a completed application does not entitle the Participant to program participation.

12. Miscellaneous

- a) This Agreement (the application and these Terms and Conditions) is the entire agreement between the parties and supersedes all other communications and representations.
- b) If either Efficiency Maine or the Participant desires to modify this Agreement, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.

INCENTIVE PAYMENT SCHEDULE	
Incentive #1 - Paid upon approval of the Energy Reduction Plan	
Prescriptive Path	\$100 per apartment unit
Modeling Path	\$200 per apartment unit
Incentive # 2 - Paid upon final inspection and approval of installed scope of work	
All Paths	Up to \$1,400 per apartment unit or 50% of installed costs, whichever is less

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ATTACHMENT F – U.S. DEPARTMENT OF ENERGY TERMS AND CONDITIONS

- 1. RESOLUTION OF CONFLICTING TERMS.** Any apparent inconsistency between federal statutes or regulations and the terms and conditions of this Agreement must be referred to the Agreement Administrator for guidance from the USDOE.
- 2. FEDERAL STEWARDSHIP.** USDOE will exercise normal federal stewardship in overseeing project activities and work performed using federal funds awarded under the State Energy Program. Stewardship activities may include, without limitation, conducting site visits; reviewing performance and financial reports; providing technical assistance and or temporary intervention in extraordinary circumstances; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.
- 3. SITE VISITS.** USDOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Provider must provide, and must require any subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives to perform their duties. All site visits will be performed in a manner that does not unduly interfere with or delay the work.
- 4. REPORTING REQUIREMENTS.** Federal regulations require the Trust to report on use of State Energy program funds provided through the Agreement. Provider agrees to cooperate with the Trust on State Energy Program reporting and shall report the information reasonably requested and required by the Trust to meet its obligation to provide accurate, complete, and timely information to the public; to meet the federal program reporting requirements; and/or to comply with state or federal law or regulation. Failure to comply with required federal reporting requirements is considered material non-compliance with the terms of this Agreement and the underlying federal award. Noncompliance may result in withholding of future payments, suspension, or termination of the Agreement and withholding of future agreements or awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other contracts or awards may result in a debarment to preclude future contracts or awards.
- 5. PUBLICATIONS.** Provider is encouraged to publish or otherwise make publicly available the results of the work conducted under this Agreement. An acknowledgement of federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under the project contemplated by this Agreement. Provider agrees that all publications created with funding under this Agreement shall prominently contain the following statement: "This material is based upon work supported by the United States Department of Energy through Efficiency Maine Trust. Neither the United States Government nor any agency thereof, nor any of its employees or those of Efficiency Maine Trust makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof or Efficiency Maine Trust. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof nor Efficiency Maine Trust." EMT SERVICES AGREEMENT (SEP Non-ARRA) (P0074869.1) 23
- 6. COMPLIANCE WITH FEDERAL, STATE AND MUNICIPAL REQUIREMENTS.** Provider must obtain any required permits and comply with any applicable federal, state, and municipal laws, codes, and regulations for work performed under this Agreement.
- 7. NONDISCRIMINATION POLICIES; EQUAL EMPLOYMENT.** Provider must, as applicable, comply with the provisions of the following national policies prohibiting discrimination, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C.6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.), as implemented by DOE regulations. Provider must, as applicable, comply with E.O. 11246 (3 CFR, 1964–1965 Comp., p. 339), "Equal Employment Opportunity," as amended by E.O. 11375 (3 CFR, 1966–1970 Comp., p. 684), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 8. INTELLECTUAL PROPERTY.** Provider shall comply with the intellectual property requirements found at http://www.gc.doe.gov/financial_assistance_awards.htm. Questions regarding intellectual property matters should be referred to the USDOE Award Administrator and the Patent Counsel designated as the service provider for the USDOE office that issued this award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual_Property_\(IP\)_Service_Providers_for_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf).
- 9. LOBBYING RESTRICTIONS.** No funds obligated under the USDOE award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.
- 10. NOTICE REGARDING SENSE OF CONGRESS ON PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.** It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.
- 11. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS.** Notwithstanding any other provision of this Agreement, the United States Government shall not be responsible for or have any obligation to Provider for (i) Decontamination and/or Decommissioning (D&D) of any Provider's facilities, or (ii) any costs that may be incurred by Provider in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.
- 12. HISTORIC PRESERVATION.** Prior to the expenditure of federal funds to alter any structure or site, Provider must be in compliance with the requirements of Section 106 of the National Historic Preservation Act outlined in 36 C.F.R. Part 800, consistent with USDOE's 2009 letter of delegation authority regarding NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Provider must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm> THPO contact information is available at the following link: <http://www.nathpo.org/map.html> Section 110(k) of the NHPA applies to USDOE funded activities. Provider shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. Provider should be aware that the USDOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Provider has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Provider that it does not object to its Section 106 finding or determination. Provider shall provide a copy of this concurrence to the Contracting Officer.
- 13. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C).** If applicable, Provider must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). EMT SERVICES AGREEMENT (SEP Non-ARRA) (P0074869.1) 24
- 14. CONTACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327–333).** If applicable, Provider must comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5).
- 15. CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 ET SEQ.), AS AMENDED.** Provider must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (41 U.S.C. 7401 et seq.) and the Federal Water Pollution control act as amended (33 U.S.C. 1251 et seq.).
- 16. ADDITIONAL FEDERAL REQUIREMENTS.** All other applicable requirements, restrictions and obligations regarding the use of Federal funds and contract awards are deemed incorporated in this Agreement to the extent necessary to ensure compliance with applicable law. Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in law or regulation governing the use of Federal funds or contract awards are automatically incorporated in the Agreement without the necessity of a formal written amendment. Provider agrees to comply with all such requirements, restrictions and obligations and shall cause its subcontractors to comply with all such requirements, restrictions and obligations.