RETROFIT

2014 Custom Application

ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION.

Indicate Program Administrator for Application: ☐ Cape Light Compact ☐ National Grid ☐ NSTAR ☐ Unitil ☐ Western Massachusetts Electric Company

CUSTOMER/ACCOUNT HOLDER INFORMATION

COMPANY NAME	CONTACT PERSON		APPLICATION DATE
INSTALL SITE	PHONE	FAX NUMBER	
EMAIL ADDRESS		SQUARE FEET (COVERED BY THIS APPLICATION)	
STREET ADDRESS	CITY	STATE	ZIP
MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP
ELECTRIC COMPANY NAME Western Massachusetts Electric		ELECTRIC ACCOUNT NUMBER	
GAS COMPANY NAME Unitil		GAS ACCOUNT NUMBER	

BUILDING TYPE (PLEASE PLACE "X" IN APPROPRIATE BALLOT BOX)

☐ ASSEMBLY	☐ FAST FOOD	☐ HOTEL	☐ MULTI STORY RETAIL	☐ RELIGIOUS	☐ SMALL RETAIL
☐ AUTOMOTIVE	☐ FULL SERVICE RESTAURANT	☐ LARGE REFRIGERATED SPACE	☐ MULTIFAMILY HIGH-RISE	☐ K-12 SCHOOL	☐ UNIVERSITY
☐ BIG BOX	☐ GROCERY	☐ LARGE OFFICE	☐ MULTIFAMILY LOW-RISE	☐ SMALL OFFICE	☐ WAREHOUSE
☐ COMMUNITY COLLEGE	☐ HEAVY INDUSTRIAL	☐ LIGHT INDUSTRIAL	☐ OTHER:		
☐ DORMITORY	☐ HOSPITAL	☐ MOTEL			

PROJECT TYPE (select one)

☐ CHANGE IN THE USE OR FUNCTION OF THE BUILDING SPACE	☐ NEW BUILDING	☐ EXPANSION OF AN EXISTING BUILDING	☐ PLANNED REPLACEMENT OF EQUIPMENT
☐ NEW EQUIPMENT FOR NEW PROCESS OR EXPANDED OPERATION	☐ RENOVATION OF EXISTING EQUIPMENT	☐ NEW CONTROLS FOR IMPROVED OPERATIONS	☐ REPLACEMENT OF FAILED EQUIPMENT

PAYMENT METHOD (PAYEE MUST SUBMIT A W-9 FORM)

CHECK PAYABLE TO: ☐ **CUSTOMER — TAXPAYER ID (REQUIRED)** ☐ **VENDOR/INSTALLER — TAXPAYER ID (ONLY REQUIRED IF VENDOR/INSTALLER IS RECEIVING INCENTIVE)**

CUSTOMER COMPANY TYPE: ☐ INCORPORATED ☐ NOT INCORPORATED ☐ EXEMPT

VENDOR COMPANY TYPE: ☐ INCORPORATED ☐ NOT INCORPORATED ☐ EXEMPT

VENDOR INFORMATION

VENDOR/INSTALLER	CONTACT NAME		
STREET ADDRESS	CITY	STATE	ZIP
PHONE	EMAIL ADDRESS		
DATE	VENDOR/INSTALLER AUTHORIZED SIGNATURE (NOT APPLICABLE IF CUSTOMER IS PAYEE.) X		

CUSTOMER ACCEPTANCE OF TERMS

PRE-INSTALLATION ☐ I CERTIFY THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON THE BACK OF THIS FORM.

DATE	PRINT NAME	AUTHORIZED SIGNATURE X	ANTICIPATED COMPLETION DATE

POST-INSTALLATION ☐ I CERTIFY THAT I HAVE SEEN THE ENERGY EFFICIENCY MEASURES THAT HAVE BEEN INSTALLED AND I AM SATISFIED WITH THEIR INSTALLATION.

DATE	PRINT NAME	AUTHORIZED SIGNATURE X

FOR PROGRAM ADMINISTRATORS ONLY

REQUIRED INSPECTIONS	DATE	INSPECTOR	PROJECT COSTS:	
PRE-INSPECTION:				
POST INSPECTION:			LABOR $:	
APPROVAL	DATE	PROGRAM MANAGER		
PRE-APPROVED INCENTIVE:			MATERIAL $:	
FINAL INCENTIVE:				

Electric Program Administrators

Cape Light Compact
P.O. Box 427 SCH.
Barnstable, MA 02630
Tel: 1-800-797-6699
www.capelightcompact.org
efficiency@capelightcompact.org

National Grid
40 Sylvan Road
Waltham, MA 02451-1120
Tel: 1-800-787-1706
www.nationalgridus.com
efficiency@nationalgrid.com

NSTAR
One NSTAR Way, SW360
Westwood, MA 02090
Tel: 1-781-441-8592
www.nstar.com
efficiency@nstar.com

Unitil
285 John Fitch Highway
Fitchburg, MA 01420
Tel: 1-888-301-7700
www.unitil.com
efficiency@unitil.com

Western Massachusetts Electric Company
P.O. Box 2010
West Springfield, MA 01090-2010
Tel: 1-800-835-2707
www.wmeco.com
efficiency@wmeco.com

GAS Program Administrators

Columbia Gas of Massachusetts
Tel: 1-800-232-0120
www.ColumbiaGasMA.com
efficiency@columbiagasma.com

Berkshire Gas
Tel: 1-800-944-3212
www.berkshiregas.com
efficiency@berkshiregas.com

Liberty Utilities
Tel: 1-508-324-7811
www.libertyutilities.com
efficiency@libertyutilities.com

National Grid
Tel: 1-800-843-3636
www.nationalgridus.com
efficiency@nationalgrid.com

NSTAR
Tel: 1-781-441-8592
www.nstar.com
efficiency@nstar.com

Unitil
Tel: 1-888-301-7700
www.unitil.com
efficiency@unitil.com

Custom Measure Application Process

1. All applications for incentives under the Custom Application Process require sound documentation of the proposed cost, projected electricity and/or natural gas savings and the related non energy savings.
2. Before starting the application process, check with your Program Administrator to determine eligibility of the proposed project and to establish requirement for detailed savings projections and cost estimates.
3. This information will be submitted to Program Administrator's Technical Representative for review and evaluation of potential incentives.
4. The Technical Representative will develop a Minimum Requirements Document which describes the minimum equipment specifications and operational requirements of the proposed system. The Customer will be required to sign this document.
5. After successful review and project approval, the Program Administrator will notify customer in writing of the project approval, the incentive amount and the terms and conditions required to receive final incentive payment.
6. The following is a guide to the level of technical information and documentation that is typically required.

Project Description

- General description of facility, it's use and typical operation (include occupancy schedules)
- Overall project description including operating schedules and parameters

Existing Materials and Equipment

- Detailed description of equipment and operations
- Cuts sheets with equipment performance ratings (BHP, CFM, BTU/H, kW, etc.). Provide nameplate data if cut sheets are unavailable
- Part load performance data where applicable
- Description of controls and sequence of operations

Proposed Materials and Equipment

- Detailed description of equipment and operations
- Cuts sheets for the materials or performance ratings for equipment being installed (BHP, CFM, PSI, Efficiency rating, U-value, Lumens, etc)
- Description of controls and sequence of operations

Load Profile

- Equipment hours of operation (operating schedule per day, week, year)
- Provide operating load profiles showing how equipment load and operating parameters vary over time due to changes in: occupancy, weather, production, etc.
- Where there are existing systems involved, metering kW and kWh of major equipment loads is recommended. If metered information is not available, provide other documentation used to estimate loads and operating hours.

Savings Calculations

- Show calculations used to determine electricity and/or natural gas savings.
- The calculations should clearly show all the details of how the energy savings were estimated. This includes all engineering formulas and documentation of all the factors, values and assumptions used in the formulas (spreadsheet preferred)
- In cases where energy modeling is used to determine savings, approved modeling software must be used. Input and output data from the model must be provided.

See Table 1E and Table 1G on page 4 for the specific details of the data required.

The following form may be filled out for preliminary project submittal and review, but a final Custom Project information package must also be submitted in electronic format. Contact a Program Administrator's Technical Representative for details.

Proposed Equipment Specification (Facility Detail)

BUILDING, ROOM AND EQUIPMENT IDENTIFICATION (Installation Site) _____

DESCRIPTION OF PROJECT

Existing System: Measure Description

Proposed System: Measure Description

Manufacturer Incentives, Manufacturer Discounts, Taxes, and/or Salvage Values

INTERNAL USE ONLY:

MEASURE CODE _____ **MEASURE DESCRIPTION** _____

Important VSD Information

VSDs can be sensitive to over-voltages that occur when power factor correcting capacitor banks on the utility power system are switched on. To qualify for an incentive payment, each VSD must include a series reactor (inductor, choke) in its AC input connections. Your VSD supplier should assist in the sizing of the reactor. Minimum requirement is a 3% impedance reactor, based on the horsepower of the VSD to be installed.

In some instances your supplier may find it necessary to install 5% reactors and, rarely, additional filtering devices to meet acceptable current and voltage harmonic distortion requirements.

If your power factor is less than 0.8 (80%), we recommend that you consider power factor correction concurrent with the installation of drives.

The use of VSDs which incorporate pulse width modulation (PWM) may produce over-voltages which may cause premature failure of AC induction motors not rated for use with an inverter. We recommend that when installing PWM drives, you consider utilizing inverter rated motors.

Table 1E: Electric Energy (kWh) and Demand (kW) Reduction

Please provide the total Electric Energy (kWh) and Demand (kW) reduction that occurs during the time periods listed below.

	kWh				Total Percent Energy Savings on Peak ***	
	Summer		Winter			
Peak Energy		kWh		kWh		%
Off-Peak Energy		kWh		kWh		
				Total Estimated Annual kWh Savings**		kWh

	kW				
	June	July	August	January	December
Average Peak*					

Estimated Savings with Calculations: Provide Calculations that show the following:

1. First Year kWh savings (annual)
2. Winter Peak Energy kWh: 6AM – 10PM, weekdays except holidays, October to May
3. Winter Off-Peak Energy kWh savings: 10PM – 6AM weekdays, all day weekends and holidays, October to May
4. Summer Peak Energy kWh savings: 6AM – 10PM, weekdays except holidays, June to September
5. Summer Off-Peak Energy kWh savings: 10PM – 6AM weekdays, all day weekends and holidays, June to September
6. Summer Average Demand kW reduction: 1PM – 5 PM, weekdays except holidays, June to August
7. Winter Average Demand kW reduction: 5PM – 7 PM, weekdays except holidays, December and January

* **Average Peak kW:**
Example: Assume the demand savings is 10 kW whenever a plant is in operation and the plant shuts down at 6pm, then the average demand reduction in winter is 5 kW (10 kW ÷ 2 hours = 5 kW)

** **Total Estimated Annual kWh Savings:** The sum of all the Summer and Winter Peak and Off-Peak kWh Savings

*** **Total Percent Energy Savings on Peak:** The sum of the Summer and Winter Peak kWh divided by the Total Annual kWh Savings

Table 1G: Gas Energy (Therm) Reduction

Annual Gas Savings Inputs (Therms)			
Heating (Seasonal)	Process / Hot Water (Non-Heating)	Other (Year Round)	Total

Cost Estimates

Provide back-up documentation for all material and labor costs, broken down by major pieces of equipment and project components. Sales tax may not be included. Adjust for salvage/resale value of equipment being replaced. Enter summarized costs in the table below.

Table 2: Cost Estimates

Measure	Cost ($)
Estimated Material Cost	
Estimated Labor Cost	
Estimated Total Cost	

Non-Energy Benefits and Effects

Installing the proposed measure may result in significant savings or possibly increased costs for the owner beyond electric and natural gas savings. Examples include water, sewer, fossil fuel and labor costs. These costs are to be assessed and quantified in the support documentation. These effects are to be combined and reported in the categories provided in Table 3.

Table 3: Other Benefits Summary

Non-Electric, Non-Gas Benefits					
Oil (MMBtu)	Propane (MMBtu)	Water (Gallons)	Sewer (Gallons)	Annual O&M / Labor / Materials ($)	Other One-Time ($)

Minimum Requirements Document

Energy Conservation Measures

APPLICATION # _____ **CUSTOMER NAME** _____

This form is to be completed by a Program Administrator's Technical Representative or designated Technical Assistance Contractor to specify herein minimum equipment and operational requirements of the proposed system. This requirements document shall address the criteria necessary to be met to achieve the demand and energy savings estimated in the engineering analysis for this project. Testing and submittals may be required as further verification of system compliance. Use additional sheets, if necessary. These requirements must be met before the Company's incentives are paid.

Equipment Requirements: Provide a list of equipment or materials to be installed as part of this project. Include manufacturer, model, HP or kW ratings, BTU/H or thermal efficiency rating, etc.

Post-Installation Inspection Record (Check one) ☐ OK ☐ Not OK

Operational Sequences Requirements: Provide a description of equipment operating sequences, set points, operating schedules, balancing requirements (such as flow, velocity, head, suction, etc.) or any other operating parameters to obtain the estimated energy savings.

Post-Installation Inspection Record (Check one) ☐ OK ☐ Not OK

Documentation: List any written documentation that should be required to verify, operate or maintain the equipment being installed or controlled. This information may include equipment specification sheets, test reports, construction drawings, sequences of operation, etc.

Post-Installation Inspection Record (Check one) ☐ OK ☐ Not OK

Other Requirements Or Comments: Describe any requirements for demolition, removal, or decommissioning of existing equipment.

Post-Installation Inspection Record (Check one) ☐ OK ☐ Not OK

The pre-approved incentive is subject to the Company's post-installation inspection of final specifications, drawings and operation of the proposed equipment. In the event the proposed system is altered from the above description, notify the Company of the change prior to the equipment purchase and installation as the change in design and operation may impact the incentive.

TECHNICAL REPRESENTATIVE	DATE	CUSTOMER SIGNATURE	DATE

Terms and Conditions

1. Incentives
Subject to these Terms & Conditions, the Program Administrator will pay Incentives to Customer for the installation of EEMs.

2. Definitions
(a) "Customer" means the customer maintaining an account for service with the Program Administrator, or in the case of a Program Administrator which is a municipal aggregator, maintains an account for service with the distribution company serving the territory of such Program Administrator, and who satisfies the Program eligibility requirements established by the Program Administrator.
(b) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the Program Administrator.
(c) "Facility" means the Customer location served by the Program Administrator where EEMs are to be installed.
(d) "Incentives" means those payments made by the Program Administrator to Customers pursuant to the Program and these Terms and Conditions.
(e) "Program" means the energy efficiency program offered by the Program Administrator to Customers.
(f) "Program Administrator" means Berkshire Gas Company, or Cape Light Compact, or Columbia Gas of Massachusetts, or National Grid, or Liberty Utilities, or NSTAR Electric & Gas Corporation, or Unitil, or Western Massachusetts Electric Company, as applicable.
(g) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements, application forms and approval letters.

3. Application Process and Requirement For Program Administrator Approval
(a) The Customer shall submit a completed application in the form specified by the Program Administrator. In addition, at the Program Administrator's discretion, the Customer may be required to provide the Program Administrator with a copy of the detailed specifications and scope of work, as well as an analysis of the savings and/or demand reduction, for the EEMs proposed for approval. Customer will upon request by the Program Administrator provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. This analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located to the extent required by the Program Administrator or by applicable law, regulation or code.
(b) The Program Administrator will review the Customer's application and supporting documentation to determine the energy savings and demand reduction potential. The Program Administrator reserves the right to reject or modify any calculations, based on the Program Administrator's own analysis.
(c) The Program Administrator is not obligated to pay any Incentives unless the authorized representative of the Program Administrator issues an approval letter regarding the EEMs proposed by the Customer, and any necessary pre- and post- installation verification activity is successfully completed by the Program Administrator. The Program Administrator's approval letter shall state the maximum approved Incentive amount and the date by which the EEMs must be fully installed and operational to qualify for Incentive payments. The Program Administrator may also require the Customer to execute additional agreements, or provide other documentation regarding the proposed EEM installation and Incentive payment(s).
(d) The Customer will have no right to receive, and the Program Administrator will have no obligation to pay, Incentives for any EEMs that have not been approved in writing in advance by the Program Administrator, unless the Program Materials state that such prior approval is not required. Further, the Program Administrator is not obligated to pay Incentives for projects which were pre-approved but are determined to not comply with Program requirements after installation is complete.
(e) The Program Administrator reserves the right to approve or disapprove of any application or proposed EEMs.

4. Pre- and Post-Installation Verification
The Program Administrator is not obligated to pay any Incentives until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. If the Program Administrator determines that any EEMs were not installed in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval, the Program Administrator shall have the right to require modifications before having the obligation to make any Incentive payments. At its discretion the Program Administrator may also withhold payment of Incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training, and the Program Administrator has received documentation detailing the installation of the EEMs in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval.

5. Monitoring and Inspection
The Program Administrator reserves the right to perform monitoring and inspection of the EEMs for a three year period following completion of the installation in order to determine the actual demand reduction and energy savings.
As a condition of receiving an Incentive, the Customer agrees to provide access and information to the Program Administrator and cooperate with the Program Administrator regarding such activity. By participating in the Program, the Customer acknowledges and agrees that no activity by the Program Administrator includes any kind of safety, code or other compliance review.

6. Site-Specific Custom Measures
The Program Administrator will only approve of those site-specific custom EEMs that the Program Administrator believes have cost-effective energy savings potential. In any case, the Program Administrator reserves the right to approve or disapprove of any such EEMs proposed by Customer.

7. Incentive Amounts
(a) The Program Administrator reserves the right to adjust and/or negotiate the Incentive amount.
(b) Once an Incentive amount is pre-approved, the Program Administrator will pay no more than the cost to the Customer of purchasing and installing the EEM, or the pre-approved Incentive amount, whichever is less.
(c) The Program Administrator reserves the right to reduce or eliminate the Incentive amount if (1) the quantity and/or qualifying costs of EEMs actually installed differs from the pre-approved amounts, or (2) the EEMs were not installed in accordance with these Terms and Conditions, the Program Materials or the Program Administrator's approval, or which have not been properly maintained, have been altered or disconnected, or in the event of a shutdown or significant reduction of operations at facility where the EEMs are located. In addition, Customer shall be obligated to refund such Incentive amounts paid by the Program Administrator where the projected energy savings have not been achieved as a result of the foregoing circumstances.

8. Equipment and Installation
Customer shall be responsible for ensuring that the EEMs are installed and operated in accordance with applicable laws, regulations and codes and that all applicable permits and inspections are obtained. Customer shall provide the Program Administrator with copies of all invoices and related documents (including all materials, labor, and equipment discounts) relating to the purchase and installation of the EEMs. The itemized invoices shall include detail of all EEMs including the model, quantity and cost for each EEM, and shall identify any applicable discounts or Incentives. The Customer shall provide detail on the installation location of the EEMs in the format specified by the Program Administrator, and such other documentation and information as the Program Administrator may request, including, without limitation, copies of permits and contractor and supplier invoices, orders and records. The Program Administrator reserves the right to determine in its reasonable discretion the appropriate costs of EEMs in order to calculate the Incentive amount.

9. Installation Schedule Requirements
If the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Program Administrator's approval letter or twelve (12) months from the date the Program Administrator issues pre-approval of the EEM project, the Program Administrator may terminate any obligation to make Incentive payments.

10. Incentive Payment Conditions
Provided that the Customer has satisfied its obligations, the Program Administrator shall use commercially reasonable efforts to pay each Incentive amount to the Customer within forty-five (45) days after all of the following conditions are met: (1) Program Administrator's approval of the EEM project has been provided; (2) all applicable permits, licenses and inspections have been obtained by the Customer; (3) installation of the EEMs has been completed in accordance with the requirements hereof; and (4) the Program Administrator has verified all product and installation costs and the satisfactory installation of the EEMs, all in accordance with the terms hereof. Customer shall not assign any of its rights or obligations referenced in these Terms and Conditions or in the Program Materials (including, without limitation, the right to receive Incentive payments) without first obtaining the written consent of the Program Administrator.

11. Contractor Shared Savings Arrangements
If EEMs are being installed by a contractor under a shared savings arrangement, the Program Administrator reserves the right to determine the cost of purchasing and installing the EEMs.

12. Maintenance of EEMs
Customer acknowledges and agrees that Customer shall operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms hereof, and shall replace consumable parts and other components with comparable or superior efficient products at the Customer's expense.

13. Program/Terms and Conditions Changes
Program expenditures, requirements and eligibility, and these Terms & Conditions, may be changed by the Program Administrator at any time without notice. The Program Administrator reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the pre-approval by the Program Administrator.

14. Third Party Financing
Pre-approved custom projects are eligible for financing by a Third Party Lender through your Program Administrator. (1) Lender to qualify customer. (2) Invoicing monthly payment will be administered by 3rd Party Lender. (3) Interest rate on 3rd party loans is set at prime plus 100 basis points with a 6.25% minimum rate. (4) Scheduled interest payments on the loan will be pre-paid by the Program Administrator in lieu of a portion of the incentive or rebate.

15. Publicity of Customer Participation
The Customer grants to the Program Administrator the right to use and reference for promotional and regulatory purposes the Customer's participation in the Program, the details of the EEM project and the energy savings, the amount of Incentives paid to the Customer, and any other information relating to the Customer's participation in the Program.

16. Indemnification and Limitation of the Program Administrator's Liability
Customer shall indemnify, defend and hold harmless Program Administrator, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
To the fullest extent allowed by law, the Program Administrator's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

17. No Warranties or Representations by the Program Administrator
(a) THE Program Administrator DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE Program Administrator MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HEREWITH OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE Program Administrator AND THE Program Administrator MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY Program Administrator's OTHER DOCUMENTS.
(b) Neither the Program Administrator nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
(c) Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert (not the Program Administrator) for all aspects of the EEMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed.
(d) Customer agrees and acknowledges that Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
(e) The provisions of this Section 16 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

18. Equipment, Contractor Selection and Contracting
Customer is responsible for selecting and purchasing the EEMs and selecting and contracting with the design and installation contractor(s). The Customer shall be responsible for enforcing all such contracts and for assuring that the EEMs meet Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Customer acknowledges that the Program Administrator reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or services. The Program Administrator also has the right to exclude certain equipment from the Program.

19. Removal of Equipment
The Customer agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. The Customer agrees not to re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the Program Administrator, and assumes all risk and liability associated with the reuse and disposal thereof.

20. Energy Benefits
Other than the energy cost savings realized by Customer, the Program Administrator is entitled to 100% of the benefits and rights associated with the EEMs, including without limitation ISO-NE products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation or program, and Customer waives, and agrees not to seek, any right to the same.

21. Customer Must Declare and Pay All Taxes
The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. The Program Administrator is not responsible for the payment of any such taxes.

22. Counterpart Execution; Scanned Copy.
Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

23. Miscellaneous
(a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
(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 provisions shall remain in full force and effect in accordance with their terms.
(c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts.
(d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
(e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Program Administrator.
(f) The provisions of Sections 5, 7, 8, 9, 11, 13, 15, 16, 18, 19, 20, and 21 (including any other sections herein that specifies by its terms that it survives termination) shall survive the termination or expiration of the Customer's participation in the Program.