# 2014 Energy Management Systems Application Retrofit Program

The Retrofit Program is designed for commercial and industrial customers to help replace aging, inefficient equipment and systems with energy efficient technologies. The Retrofit Program provides a customer with incentives and technical services that will facilitate the installation of premium efficient equipment. Call your Program Administrator ("PA") to arrange a convenient time to perform an inspection of the existing equipment or systems.

## Prescriptive Retrofit Application & Instructions

For Replacement of Operating Equipment

**NOTE:** If you are interested in financing your project, please contact your energy efficiency Program Administrator to discuss terms and eligibility prior to purchasing your qualifying equipment. Further information can also be found on **masssave.com/financing**.

**1. Is your project eligible?**
- Equipment shall be new and shall be installed in a commercial, industrial, institutional, educational, or municipal building within an electric Program Administrator's (PA's) service territory

**2. Is the equipment you intend to buy eligible?**
- Product types listed in this form are eligible for prescriptive incentives. However, other measures not listed here may be eligible for custom incentives using the Custom Retrofit Application

**3. Pre-Approval requirements:**
- Contact your Program Administrator before purchasing and installing the equipment
- To see if the energy efficient measure (EEM) qualifies for an incentive:
  - i. Review the Terms and Conditions governing the program, then submit a completed application form with an authorized signature
  - ii. Submit a copy of the Manufacturer's technical specification sheets ("cut sheets") for each type of eligible equipment to be purchased
  - iii. Once pre-approved, a "pre-approved incentive letter" will be issued

**4. Installation and incentive requirements:**
- Once pre-approved, purchase and install the qualifying equipment within twelve (12) months of PA's pre-approval
- Return the required information to your Program Administrator within 30 days of the installation:
  - i. A copy of the completed and signed pre-approval application
  - ii. If there is a change in equipment, please submit a new manufacturer's technical specification sheets ("cut sheets") for each type of eligible equipment purchased
  - iii. A copy of your invoice indicating Proof of Purchase must indicate type, size, make, and model number of the equipment and date of purchase and installation
  - iv. At the post-installation verification, the customer is required to sign the post-installation customer acknowledgement section of the original application

**Program details:**
This incentive program covers applications created on or after January 1, 2014. Details of this Program, including incentive levels, are subject to change without prior notice. Contact your Program Administrator or sponsor for the latest program details.

**Send application to address indicated below for customer's Electric Energy Efficiency Program Administrator.**

### 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

RETROFIT

# 2014 Energy Management Systems 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<br>Western Massachusetts Electric | | ELECTRIC ACCOUNT NUMBER | |
| GAS COMPANY NAME<br>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.)<br>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.

**ANTICIPATED COMPLETION DATE**

| DATE | PRINT NAME | AUTHORIZED SIGNATURE<br>X |
|---|---|---|

**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<br>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: | | | | |

**EMS Requirements:**

1. To qualify for an incentive, the building's new energy management system (EMS) must incorporate all EMS strategies listed if they are appropriate to the facility and equipment. Only EMS points associated with control of non-lighting electric end uses and gas end uses are eligible for incentives (i.e., fuel controls, lighting controls and alarm points are not eligible).
2. Only the installation of a new EMS or expansion of an existing system to control additional equipment is eligible for incentives. EMS must be installed in an existing building on existing equipment. The replacement of an operating EMS or existing control points or a software upgrade is not eligible for incentives. The installation of EMS on new equipment is not eligible for incentives.
3. An EMS shall include a central operator's station including a central processing unit, PC (local or remote), monitor and printer. The operator's station shall be capable of monitoring all sensors and field devices in real time. Communications shall be via modem, communications bus, wireless device or internet connection to other microprocessor-based field services.

**Table 1A: EMS Incentives**

| Measure Description | | Maximum Unit Incentive for Eligible Points | Maximum Number of Points | | Minimum Efficiency Incentive Criteria |
|---|---|---|---|---|---|
| **Energy Management Systems** Conditioned space controlled *(See Req. 1,2,3 above)* | | | | | Facility must have electric AC and/or electric/gas heat. EMS to include, if applicable:<br>1. Optimal Start/Stop<br>2. 7-day scheduling<br>3. Economizer or enthalpy control<br>4. Direct digital temperature control for air handling unit |
| 5,000 – 40,000 Sq. Feet | | **$225/pt** | *(up to 20 points)* | | |
| **Total Sq. Feet** | | | **16 Electric** | **4 Gas** | |
| | | | **Total # of Points** | | |
| 40,001 - 80,000 Sq. Feet | | | *(up to 60 points)* | | |
| **Total Sq. Feet** | | | **48 Electric** | **12 Gas** | |
| | | | **Total # of Points** | | |
| 80,001 Sq. Ft. to < 200,000 Sq. Ft. | | | *(up to 160 points)* | | |
| **Total Sq. Feet** | | | **128 Electric** | **32 Gas** | |
| | | | **Total # of Points** | | |

**Table 1B: Documentation Required to Complete EMS Form**

| Seq. | Description | Completed |
|---|---|---|
| 1 | Complete Table 1D: "EMS — Equipment Inventory List," Survey of Controlled Equipment" (page 4) | ☐ Yes |
| 2 | Attached points list for all controls being installed. Include point type and description | ☐ Yes |
| 3 | Attach complete sequence of operations | ☐ Yes |
| 4 | Complete Table 1E: "Energy Management Summary" (page 5) | ☐ Yes |
| 5 | Attach manufacturers' performance for all controlled equipment including model numbers and efficiency levels | ☐ Yes |
| 6 | Complete Table 1A: EMS Incentives including the total square feet controlled and the total number of control points. | ☐ Yes |

**Table 1C: EMS — Equipment Specification (Facility Detail)**

| Building Type and Description | Building Conditioned Space Controlled (Sq. Ft.) | Building Control System Description | Annual Energy Use | | Estimated Energy Savings | |
|---|---|---|---|---|---|---|
| | | | kWh | Fossil Fuel | kWh | Fossil Fuel |
| | | | | | | |

**Table 1D: EMS — Equipment Inventory List — Survey of Controlled Equipment**

| Equipment ID | Location | Area Served | HP/kW/Tons/etc | Current Operating Schedule | Future Operating Schedules | Control Strategy |
|---|---|---|---|---|---|---|
| | | | | | | |
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## Table 1E: Energy Management Summary

| Equipment Controlled | Connected kW | No. of Input/ Output Points | Schedule Operating Hours | | | | Control Strategies (indicate with an "X" where applicable) | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Before EMS | | After EMS | | | | | | | | | | |
| | | | Hrs/Wk | Wks/Yr | Hrs/Wk | Wks/Yr | 7-day Schedule | Optimal Start/Stop | Night Setback | DDC Temp. Control | CHW Reset | Enthalpy Economizer | Static Reset | OA HW Reset | DCV |
| **Cooling Equipment — Variable Load Factors** | | | | | | | | | | | | | | | |
| Chillers | | | | | | | X | X | X | X | X | | X | X | X |
| Pumps – w/VSDs (CHW or CW) | | | | | | | X | X | X | X | | | X | X | X |
| Condenser Fans | | | | | | | X | X | X | X | | | X | X | X |
| Cooling Tower Fans | | | | | | | X | X | X | X | | | X | X | X |
| DX Compressors | | | | | | | X | X | X | X | | X | X | X | X |
| **Heating Equipment — Variable Load Factors** | | | | | | | | | | | | | | | |
| HW Pumps (VSD) | | | | | | | X | X | X | X | | | X | X | X |
| Electric Boiler | | | | | | | X | X | X | X | | | X | X | X |
| Baseboard Heating | | | | | | | X | X | X | X | | | X | X | X |
| Electric Heat | | | | | | | X | X | X | X | | | X | X | X |
| **Year Round Equipment — Variable Load Factors** | | | | | | | | | | | | | | | |
| Heat Pumps | | | | | | | X | X | X | X | | X | X | X | X |
| Fans – VAV | | | | | | | X | X | X | X | | X | X | X | X |
| Electric Reheat | | | | | | | X | X | X | X | | | X | X | X |
| **Constant Load Factors** | | | | | | | | | | | | | | | |
| Circ. Pumps – CHW & CW | | | | | | | X | X | X | X | | | X | X | X |
| Circ. Pumps – HW | | | | | | | X | X | X | X | | | X | X | X |
| Heat Recovery Pumps | | | | | | | X | X | X | X | | | X | X | X |
| Fans – Supply | | | | | | | X | X | X | X | | X | X | X | X |
| Fans – Exhaust | | | | | | | X | X | X | X | | | X | X | X |
| **Other Type of Loads** | | | | | | | | | | | | | | | |
| Lighting | | | | | | | X | X | X | X | X | X | X | X | X |
| Other | | | | | | | X | X | X | X | X | X | X | X | X |

## Hotel Occupancy Sensors Eligibility Requirements and Incentive Details

### Eligibility Requirements for Hotel Sensors:

1. Sensors must control PTAC, heat pump units or fan coil units
2. PTAC's must have electric heat to be eligible
3. The control must include:
   (a) occupancy detectors
   (b) window/door switches for rooms that have operable windows or patio doors
   (c) set back to 65°F in the heating mode and set forward to 78°F in the cooling mode when unoccupied detector is in unoccupied mode
4. Sensors controlled only by a front desk system are not eligible
5. Replacement or upgrade of occupancy based HVAC controls are not eligible
6. Hotels must operate 12 months of the year
7. Total quantity of eligible sensors cannot exceed the total quantity of room HVAC units controlled

### Table 2A: Hotel Occupancy Sensors Incentives

| Quantity of Sensors | Unit Incentive | Total Incentive | Heat Source Cooling Provided by | Equipment Capacity BTUH or Tons |
|---|---|---|---|---|
| | $75/Sensor | $0.00 | ☐ Heat Pump<br>☐ PTAC with Electric Heat | |
| | $75/Sensor | $0.00 | ☐ Heat Pump<br>☐ PTAC with Electric Heat | |

## 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.