

2021 Existing Buildings

Equipment & Systems Performance Optimization Track: Low Cost Tuning Measures



www.massave.com/en/learn/business/ESPO

Program Administrators

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Equipment & Systems Performance Optimization Program Description

The **Equipment & Systems Performance Optimization (ESPO) Program** is designed for commercial and industrial customers to optimize equipment and systems as well as building energy controls and process system operations, which includes retro-commissioning (RCx) and operations & maintenance (O&M) optimization. Through ESPO, Program Administrators (PAs) offer assistance for investigations to identify these typically low cost energy efficiency improvements and incentives to implement measures.

Under the Equipment & Systems Performance Optimization Program, Mass Save Program Administrators offer multiple options (Tracks) for customers depending on needs, preferences and available resources. Please contact your Program Administrator to determine which Track is best for your facility.

For general questions about the ESPO Program, please contact ESPO-Program@eversource.com regardless of which PA territory your facility is in.

Track	Low Cost Tuning Measures	Targeted Systems Tuning	Whole Building & Process Tuning
Overview	Individual measure approach to RCx	Individual system or systems approach to RCx	Comprehensive full building or process approach to RCx
Application Type	Prescriptive	Custom	Custom

This application is for the Low Cost Tuning Measures Track. For a custom approach, please see the Targeted Systems and Whole Building & Process Tuning Track Application. For customers pursuing Monitoring Based Commissioning at the equipment, system or whole building/ process level, please see the Monitoring Based Commissioning Track Application. These additional ESPO applications are available at www.masssave.com/en/learn/business/ESPO.

Low Cost Tuning Measures Track Information

In facilities where isolated items need standard tuning, the Low Cost Tuning Measures Track enables customers or their service provider(s) to perform proactive energy efficiency measures. The Low Cost Tuning Measures Track provides incentive dollars to sites where the baseline condition and the proposed upgrade are documented through simple inputs requested in this application that determine savings on the measure level. Please contact your Program Administrator or ESPO-Program@eversource.com if you require assistance with the application, or technical or implementation guidance.

Note: If more than one measure belonging to any given system is being considered, consider the Targeted System Track where more comprehensive savings and incentives are available.

Incentive Levels

Implementation incentives metrics are provided for each measure. Please see the Eligible Measures section on Page 4 of this application for the included measures, brief descriptions, and incentive levels. In order to expedite this process for all involved parties, only select measures are available through this application at this time.

Eligibility Requirements

1. Is your facility eligible for the Equipment & Systems Performance Optimization Program, including the Low Cost Tuning Measures Track?

- Tuning shall be performed on equipment already installed in a commercial, industrial, institutional, educational, or municipal building within an electric Program Administrator's service territory. Measures must be an approved retrofit project that includes the implementation of new tuning measures on existing equipment.
- The proposed measures cannot be part of a larger, time-dependent, new construction or major renovation project that is mandated by Massachusetts State Building Code.

2. Is the tuning measure you intend to perform eligible for the Low Cost Tuning Measures Track?

- Only the tuning measures listed in this application are eligible for the Low Cost Tuning Measures Track's prescriptive incentives at this time. However, other tuning measures not listed here may be eligible for incentives using the Targeted Systems and Whole Building & Process Tuning Tracks and their Custom application for retro-commissioning measures. Please contact your Program Administrator if you believe this is relevant for your project.
- Systems being tuned must not have participated in the Custom Retro-Commissioning or Pay-for-Performance Programs within the past five years.
- Systems being tuned under this measure Program must average a minimum of 2,000 operating hours per year.

3. What additional conditions apply to the Low Cost Tuning Measures Track?

- Facilities must maintain the tuning measure for at least the lifetime of the project, or until a business operational need dictates the need for adjustment, at which point the customer should contact the Program Administrator for guidance.
- Implemented measures and corresponding approved savings are subject to post-installation verification, including but not limited to the right for the Program Administrator to inspect upon implementation and/or to revisit the customer site to assess tuning status for the lifetime of the measure. If a measure is found out-of-tune, the Program Administrator will seek to facilitate re-tuning of the measure or measures.

1. Confirm Eligibility

If you have any questions on whether a project is eligible for this Retrofit Program, please contact your PA before continuing with the application or beginning the work.

2. Pre-Approval for Implementation

- I. Complete & Submit the Application
 - Provide all requested inputs for each measure via the Input Workbook provided in the compressed folder this application was originally downloaded as part of
- II. Receive Pre-Approval for Implementation

3. Implementation

- I. Perform the Tuning Measure

4. Completion

- I. Submit Signed Final Documents
 - Within 30 days of the implementation, submit the following signed documents to your Program Administrator
 - i. Updated Input Workbook (if needed)
 - ii. Application
 - iii. Invoices, work orders, or other pre-approved means to verify implementation
- II. Receive Incentives
- III. Maintain Tuning Measure(s)

ABOUT THE MEASURES

For the Low Cost Tuning Measures Track, only the selected measures listed below are eligible for the specified incentives. Necessary items to track for each measure are identified in the Input Workbook included in the compressed folder this application was originally downloaded in.

As part of a retrofit program, these measures are intended to ensure proper operation of previously installed controls mechanisms and are not to be utilized if these controls are being installed for the first time. Controls must already be in place and either no longer functioning or not performing optimally for current conditions. **Please contact your Program Administrator to ensure that the baseline conditions are eligible for this prescriptive approach before implementing the measure.**

End Use	Measure	Description	Incentive Metric	Key Definitions
HVAC	Optimize Economizer Control	Repair and retune economizers to ensure optimal operations of economizers and associated controls by utilizing free cooling when conditions allow. After tuning, the system controls should continuously monitor both the outside air and return air conditions and control the dampers adjusting the outdoor air flow based on the two readings.	\$175/DX Packaged or Split System Economizer \$600/Water or Air Cooled Chiller System Economizer	
HVAC	Reset Condenser Water Temperature	Investigate the chiller system to determine the minimum allowed temperature of condenser water and, where safe for the chiller, lower the condenser water temperature to allow for more efficient chiller operations.	\$600*	* \$800 If all three cooling system reset measures are undertaken collectively, combined incentive of \$800 is offered.
HVAC	Reset Discharge Air Temperature	Adjust discharge air setpoints and ensure optimal operation of the controls enabling modulation of discharge air temperature based on the space temperature. This will minimize the amount of heating and/or cooling needed when the building is operating below peak conditions (weather or occupancy).	\$50*	
HVAC	Reset Chilled Water Temperature	Investigate the chiller system to determine the optimal operation of the controls adjusting the chilled water temperature to increase when outdoor air conditions allow and the building is experiencing a reduced demand for cooling.	\$100*	
HVAC	Reset Boiler Water Temperature	Repair and retune boiler reset controller to ensure automatic control of boiler water temperature based on outdoor or return water temperature.	\$300/Reset Controller	
HVAC	Adjust Pump Schedules	Adjust scheduling on the pumps of heating and cooling systems to align the operational hours with the occupancy of the space they serve.	\$14/hp per Hour* of Reduced Run Time	*Average # of daily hours reduced over the course of the year for each pump
HVAC	Adjust System Schedules	Adjust scheduling on HVAC systems such as cooling tower fans, rooftop units, air handler fans, exhaust fans and electric resistance heating to align the operational hours with the occupancy of the space they serve.	\$30/Fan hp per Hour* of Reduced Run Time; \$25/kW Elec Heat per Hour* of Reduced Run Time	*Average # of daily hours reduced over the course of the year for each fan
HVAC	RTU Coil Cleaning	Clean the evaporator and condenser coils of a Direct Expansion (DX) Rooftop Unit (RTU) in order to improve heat transfer. Use an approved cleaning solution and remove any debris obstructing airflow.	\$5/ton cooling capacity	DX RTUs up to 150 tons
Steam	Reduce Steam Boiler Pressure	Lower continuous operating steam boiler pressure to increase boiler efficiency. Ensure that minimum pressure needs are met for equipment utilizing steam supply before lowering the pressure of the boiler. For best results with boiler pressure reduction, ensure that steam traps are working properly and regularly checked, pipe insulation is installed and in good condition, and that steam leaks are repaired.	\$100/1 PSIG Reduction in Boiler steam pressure	

Eligible Measures

End Use	Measure	Description	Incentive Metric	Key Definitions
Steam	Steam Trap Repair	Repair failed steam traps to ensure proper system operation. According to the US Department of Energy, a steam system that has not been maintained for 3-5 years will experience up to a 30% failure rate on steam traps which can drastically decrease system efficiency.	\$50/Trap Repaired	Only available for Mechanical Traps
Refrigeration	Tune Anti-Sweat Controls	Repair and retune dew-point based controls to reduce the runtime of door and frame heaters on refrigeration systems. This applies to both freezers and refrigerators including walk-in or reach-in units. The reduced door heating also results in a reduced cooling load.	\$400/low temp circuit \$800/med temp circuit	It is typical to have 4-5 doors per circuit but please contact your PA if you need guidance establishing the number and/or type of circuits impacted.
Refrigeration	Clean Condenser Coils	Remove dust and scale build up from condenser coils on refrigeration units improving heat transfer through lower head pressure and reduced compressor cycling.	\$150/Condenser Coil	Must utilize EPA approved coil cleaning solution
Refrigeration	Cycle Evaporator Fans	Repair or retune refrigeration controls enabling modulation of evaporator fans based on temperature conditions, reducing fan and compressor run time and limiting waste heat delivered into the refrigerated space.	\$35/fan	Not for standalone (self-contained) coolers or freezers
Refrigeration	Reduce Defrost	Repair or retune defrost controls to minimize defrost cycles on evaporator coils when enthalpy conditions allow. Reducing the number of defrost cycles also reduces the heat load in the refrigerated space.	\$100 per hour* increase of interval, between defrost cycles	*Average # of daily hours of increased cycle interval, over the course of the year
Refrigeration	Optimize Floating Head Pressure	Repair or retune controls to ensure optimal operation of controls decreasing compressor use by enabling head pressure reduction based on outside air wet bulb temperature. When conditions allow, the condenser capacity increases during cool outdoor conditions.	\$40/condenser fan hp	
Refrigeration	Lower Condensing Pressure	Permanently lower the condensing pressure (or temperature) setpoint on refrigeration systems with fixed setpoint controls. This is best suited for systems without temperature differential based floating head pressure controls.	\$35/condenser fan hp	
Refrigeration	Optimize Condenser Fans	Repair or retune fan controls to ensure that larger refrigeration systems equipped with VFDs are modulating the condenser fans appropriately based on loads.	Tier 1 Improvement*: \$20/hp of Fan Capacity Tier 2 Improvement*: \$50/hp of Fan capacity	Tier 1 Improvement: any of the optimization strategies available on the drop-down list for this measure that are an improvement to the existing control strategy.
Refrigeration	Optimize Evaporator Fans	Repair or retune fan controls to ensure that larger refrigeration systems equipped with VFDs are modulating the evaporator fans appropriately based on loads.	Tier 1 Improvement*: \$50/hp of Fan Capacity Tier 2 Improvement*: \$75/hp of Fan capacity	Tier 2 Improvement: the optimal control strategy which includes VFDs w/synchronized speed on all fans that are an improvement to the site's existing control strategy.
Compressed Air	Reduce Supply Side Compressed Air Pressure	Investigate the compressed air system and the equipment it serves to lower the supply side pressure to the minimum necessary level to decrease compressor run time.	\$0.85/hp	Minimum of 2 PSIG Reduction; hp is defined as the total hp of the compressed air plant excluding back-up units which only cycle on during failure mode
Compressed Air	Repair Compressed Air Leaks	Complete a leak assessment to identify all compressed air leaks throughout the system and repair each to increase system efficiency.	\$50/CFM reduced through leak repair	If CFM is not available, provide number of leaks and system pressure to your Program Administrator

ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION

Indicate the Program Administrator for this Application

Berkshire Gas Cape Light Compact Eversource Liberty Utilities National Grid Unitil

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		ELECTRIC ACCOUNT NUMBER		
GAS COMPANY NAME		GAS ACCOUNT NUMBER		
BUILDING TYPE (PLEASE PLACE "X" IN APPROPRIATE BALLOT BOX)				
<input type="checkbox"/> ASSEMBLY	<input type="checkbox"/> FAST FOOD	<input type="checkbox"/> HOTEL	<input type="checkbox"/> MULTI STORY RETAIL	<input type="checkbox"/> RELIGIOUS
<input type="checkbox"/> AUTOMOTIVE	<input type="checkbox"/> FULL SERVICE RESTAURANT	<input type="checkbox"/> LARGE REFRIGERATED SPACE	<input type="checkbox"/> MULTIFAMILY HIGH-RISE	<input type="checkbox"/> K-12 SCHOOL
<input type="checkbox"/> BIG BOX	<input type="checkbox"/> GROCERY	<input type="checkbox"/> LARGE OFFICE	<input type="checkbox"/> MULTIFAMILY LOW-RISE	<input type="checkbox"/> SMALL OFFICE
<input type="checkbox"/> COMMUNITY COLLEGE	<input type="checkbox"/> HEAVY INDUSTRIAL	<input type="checkbox"/> LIGHT INDUSTRIAL	<input type="checkbox"/> OTHER:	<input type="checkbox"/> WAREHOUSE
<input type="checkbox"/> DORMITORY	<input type="checkbox"/> HOSPITAL	<input type="checkbox"/> MOTEL		

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

PAYMENT TO:	<input type="checkbox"/> CUSTOMER	CUSTOMER – TAX ID# (REQUIRED)	VENDOR/INSTALLER – TAX ID# (REQUIRED IF RECEIVING INCENTIVE)
	<input type="checkbox"/> VENDOR/INSTALLER		
CHECK PAYABLE TO:	CUSTOMER COMPANY TYPE:	VENDOR COMPANY TYPE:	
	<input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT	<input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> 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	<input type="checkbox"/> 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	
		X	
POST-INSTALLATION	<input type="checkbox"/> 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:				
APPROVAL	DATE	PROGRAM MANAGER	LABOR \$:	
PRE-APPROVED INCENTIVE:				
FINAL INCENTIVE:			MATERIAL \$:	

1. Incentives

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

2. Definitions

- (a) "Approval Letter" means the letter issued by PA stating PA's approval of Customer's application, the maximum approved Incentives, required date of EEM completion, any changes to Customer's application and any other requirements of the PA related to the Incentives.
- (b) "Customer" means the commercial and industrial ("C&I") customer maintaining an active account for service with either a gas or electric distribution company.
- (c) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the PA.
- (d) "Facility" means the Customer location in Massachusetts served by the PA where EEMs are to be installed.
- (e) "Incentives" means those payments made by the PA to Customer pursuant to the Program and these Terms and Conditions. Incentives may also be referred to as "Rebates".
- (f) "Minimum Requirements Document" means the minimum requirements document that may be required by the PA, which, if so required, will be submitted with Customer's application and approved by PA.
- (g) "Program" means any of the energy efficiency programs offered to a C&I Customer by PA.
- (h) "PA" or "Program Administrator" means The Berkshire Gas Company, or Cape Light Compact JPE, or Eversource Energy, or Liberty Utilities, or National Grid, or Unitil, as applicable.
- (i) "Program Materials" means the documents and information provided or made available by the PA specifying the qualifying EEMs, technology requirements, costs and other Program requirements.

3. Application Process and Requirement for PA Approval

- (a) The Customer shall submit a completed application to the PA. The Customer may be required to provide the PA with additional information upon request by the PA. Customer will, upon request by the PA, provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. To the extent required by the PA or by applicable law, regulation or code, this analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located.
- (b) To be eligible for gas funded EEM's Customer must have an active natural gas account. To be eligible for electric funded EEM's a Customer must have an active electric account. Customers must meet any additional eligibility requirements set forth in the Program Materials.
- (c) The PA reserves the right to reject or modify Customer's application. The PA may also require the Customer to execute additional agreements, or provide other documentation prior to PA approval. If PA approves Customer's application, PA will provide Customer with the Approval Letter.
- (d) The PA reserves the right to approve or disapprove of any application or proposed EEMs.
- (e) Sections 3(a)-(c) do not apply in the event that the Program Materials explicitly state that no Approval Letter is required for the Program. In such an event, Customer must submit to PA the following: (i) completed and signed Program rebate form, (ii) original date receipts for purchase and installation of EEMs, and (iii) any other required information or documentation within such time as Program Materials indicate.

4. Pre- and Post-Installation Verification; Monitoring and Inspection

- (a) Customer shall cooperate and provide access to Facility and EEM for PA's pre-installation and post-installation verifications. Such verifications must be completed to PA's satisfaction.
- (b) Customer agrees that PA may 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.

5. Installation Schedule Requirements

If the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Approval Letter or twelve (12) months from the date the PA issues written pre-approval of the EEM project, the PA may terminate any obligation to make Incentive payments.

6. Incentive Amounts, Requirements for Incentives and Incentive Payment Conditions

- (a) The PA reserves the right to adjust and/or negotiate the Incentive amount. PA will pay no more than the cost to Customer of purchasing and installing the EEM, the calculated incremental cost, the prescriptive rebate on the form, or the amount in the Approval Letter (unless such Approval Letter is not required), whichever is less.
- (b) PA shall not be obligated to pay the Incentive amount until all the following conditions are met: (1) PA approves Customer's application and provides the Approval Letter (unless an Approval Letter is not required by the terms of the Rebate), (2) satisfactory completion of pre-installation and post-installation verifications by PA, (3) purchase and installation of EEMs in accordance with Approval Letter, Program Materials, Minimum Requirements Document, Customer's application and these Terms and Conditions, (4) all applicable permits, licenses and inspections have been obtained by Customer, (5) PA's receipt of final drawings, operation and maintenance manuals, operator training, permit documents, and other reasonable documentation, and (6) PA's receipt of all invoices for the purchase and installation of the EEMs.
- (c) All EEM invoices will include, at the minimum, the model, quantity, labor, materials, and cost of each EEM and/or service, and will identify any applicable discounts or other incentives.
- (d) PA reserves the right, in its sole discretion, to modify, withhold or eliminate the Incentive if the conditions set forth in Section 6(b) are not met.
- (e) Upon PA's written request, Customer will be required to refund any Incentives paid in the event that Customer does not comply with these Terms and Conditions and Program requirements.
- (f) PA shall use commercially reasonable efforts to pay the Incentive amount within forty-five (45) days after the date all conditions in Section 6(b) are met.

7. Contractor Shared Savings Arrangements

If EEMs are being installed by a contractor under a shared savings arrangement, in which the contractor's compensation is based on the savings achieved, the PA maintains the right to determine the cost of purchasing and installing the EEMs.

8. Maintenance of EEMs

Customer shall properly operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms thereof for the life of the equipment.

9. Program/Terms and Conditions Changes

Program terms and materials (including these Terms & Conditions) may be changed by the PA at any time without notice. The PA 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 Approval Letter.

10. Publicity of Customer Participation

The Customer grants to the PA the absolute and irrevocable right to use and disclose for promotional and regulatory purposes (a) any information relating to the Customer's participation in the Program, including, without limitation, Customer's name, project energy savings, EEMs installed, and incentive amounts, and (b) any photographs taken of Customer, EEMs, or Facility in connection with the Program, in any medium now here or hereafter known.

11. Indemnification and Limitation of the PA's Liability

To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless PA, its affiliates and their respective contractors, officers, directors, members, 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, caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, or any contractor, subcontractor, agent, or third party hired by or directly or indirectly under the control of the Customer, including any party directly or indirectly employed by or under the control of any such contractor, subcontractor, agent, or third party or any other party for whose acts any of them may be liable.

To the fullest extent allowed by law, the PA's aggregate liability, regardless of the number or size of the claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the PA and its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives shall not be liable to the Customer or any third 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 PA 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.

12. No Warranties or Representations by the PA

- (a) THE PA DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PA 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 PA AND THE PA 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 PA'S OTHER DOCUMENTS.
- (b) Review of the design and installation of EEMs by PA is limited solely to determine whether Program requirements have been met and shall not constitute an assumption by PA of liability with respect to the EEMs. Neither the PA 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 PA 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) PA is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (d) No activity by the PA includes any kind of safety, code or other compliance review.

13. Customer Responsibilities

Customer is responsible for all aspects of the EEMs and related work including without limitation, (a) selecting and purchasing the EEMs, (b) selecting and contracting with the contractor(s), (c) ensuring contractor(s) are properly qualified, licensed and insured, (d) ensuring EEMs and installation of EEMs meet industry standards, Program requirements and applicable laws, regulations and codes, and (e) obtaining required permits and inspections. PA reserves the right to (a) deny a vendor or contractor providing equipment or services, and (b) exclude certain equipment from the Program.

14. Removal of Equipment

The Customer shall properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. Customer will not re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the PA, and assumes all risk and liability associated with the reuse and disposal thereof.

15. Energy Benefits

Other than the (i) the energy cost savings realized by Customer, (ii) energy or ancillary service market revenue achieved through market sensitive dispatch, (iii) alternative energy credits, and (iv) renewable energy credits, the PA has the unilateral rights to apply for any credits or payments resulting from the Program or EEMs. Such credits and payments include but are not limited to: (a) ISO-NE capacity, (b) forward capacity credits, (c) other electric or natural gas capacity and avoided cost payments or credits, (d) demand response Program payments. Except for the credits and payments set forth in (i)-(iv) of this Section, Customer agrees not to, directly or indirectly, file payments or credits associated with the Program or EEMs, and further will not consent to any other third party's right to such payments or credits without prior written consent from the PA. PA's rights under this Section are irrevocable for the life of the EEMs unless the PA provides prior written consent.

16. 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 PA is not responsible for the payment of any such taxes.

17. Counterpart Execution; Scanned Copy.

Any and all Program related agreements and documents may be executed in several counterparts. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original.

18. 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. Any claim or action arising under or related to the Program or arising between the parties shall be brought and heard only in a court of competent jurisdiction located in 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 PA.
- (f) Sections 4(b), 10, 11, 12, 14, 15 & 18 shall survive the termination or expiration of the Customer's participation in the Program.