

2021

Existing Buildings

Equipment & Systems Performance Optimization

Track: Monitoring Based Commissioning



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

Program Administrators

WE ARE MASS SAVE®:



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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). Through the Program, Program Administrators (PAs) also support customer's proactive efforts to achieve energy savings through monitoring-based commissioning (MBCx) at the equipment, system or whole building/process level.

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

This application is for the Monitoring Based Commissioning Track based on a custom pay-for-performance approach. For a prescriptive-like, individual measure-focused approach to retro-commissioning, please see the Low Cost Tuning Measures Track Application. For a comprehensive custom approach to retro-commissioning with potential support for investigation, please see the Targeted Systems and Whole Building & Process Tuning Track Application. These additional ESPO applications are available at www.masssave.com/en/learn/business/ESPO.

Incentive Levels

Incentives for the Monitoring Based Commissioning Track are offered at \$0.17/kWh and \$1.20/therm on a pay-for-performance basis. Achieved savings will be confirmed by the Mass Save Program Administrator before incentive is issued.

Incentives are capped at 100% of the implementation costs for each measure. However, where cost effective energy savings warrant, Program Administrators can assist customers in recouping the costs of MBCx system installation (if during the first year of monitoring) and/or annual subscription fees for MCBx platforms (for subsequent years of monitoring). Please contact your Program Administrator with the Project Enrollment information requested in this application for further details on eligibility.

Eligibility Requirements

1. Is your facility eligible for the Equipment & Systems Performance Optimization Program, including the Monitoring Based Commissioning Track?

- All systems must be existing and already be installed in a commercial, industrial, institutional, educational, or municipal building within an electric Program Administrator's service territory.
- Systems/facility must not be at end of life or nearing planned retirement.
- Proposed projects cannot be part of a larger, time-dependent, new construction or major renovation project that is mandated by Massachusetts State Building Code.
- Systems/facilities must average 2,000 or more operating hours per year.
- Energy savings measures (at the same customer location) are not eligible to receive additional incentives if those measures were implemented and received program incentives via the Custom Retro-commissioning or Pay-for-Performance programs within the past five years.

2. Does your Control System meet the needs of the Monitoring Based Commissioning Track?

- Control System must be in working order and not at end of life.
- Control System must be capable of interfacing successfully with the selected monitoring-based commissioning platform. Prior to completing your application, you will work with your Program Administrator and monitoring based commissioning provider to ensure functionality.

3. What additional conditions apply to the Monitoring Based Commissioning Track?

- This Track assumes the identified energy savings measures are implemented and customer is committed to energy monitoring and on-going energy tracking for a minimum of three years.
- 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.
- Measures implemented and incentivized through this monitoring-based commissioning program are expected to persist within the site monitoring and/or continuous commissioning system for a minimum of the life of the measure.
- 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 measure status for the lifetime of the measure. If the implemented measure or measures are no longer part of the site monitoring and/or continuous commissioning system, the Program Administrator will work with the customer to take corrective action in order to facilitate oversight of the measure in such system.

1. Project Enrollment

- I. Complete & Submit Application including the requested information (below) for each facility:
 - Facility Description & Use Summary
 - Key equipment and controls information
 - Annual energy usage
 - EUI benchmarking, if available
 - Provide a description of all buildings and corresponding billing account numbers served by a central MBCx system, if applicable
 - Identify monitoring and/or continuous commissioning system to be enrolled with the Program Administrator
 - Describe the basic infrastructure and methodology comprising the monitoring and/or continuous commissioning system
 - Vendor Description & Service Offering
 - Brief Vendor description
 - What services are offered by the Vendor? (e.g. Measure prioritization, implementation of identified measures, energy engineering services & calculations, etc.)
 - Description of agreement in place between the Customer & Vendor
 - Include term of agreement (years)
 - Include cost to install system and any subscription fees
 - Other Information requested
 - Identify and establish roles of key customer (site) staff involved in the monitoring-based commissioning process

2. Measure Identification

- I. Identify eligible energy conservation measures through the monitoring based commissioning process

3. Seek Measure-Level Pre-Approval (Optional)

- I. Submit energy conservation measures to PA for Pre-Approval to implement
 - Vendor to provide both Customer and PA with information on energy conservation measure(s) identified through the monitoring based commissioning process. Submission to include:
 - Measure descriptions
 - Measure energy savings estimates
 - Proposed timeframe for monitoring and trending of identified measures
 - Estimated cost of implementation including value of staff, vendor, or contractor hours and any additional expected costs necessary to complete the project
 - Relevant pre-implementation data trend(s) and expected post-installation results
 - Summarize savings estimates for multiple measures in the spreadsheet included in the compressed folder this application was originally downloaded in
- II. Receive Pre-Approval to implement energy conservation measure(s) with:
 - Agreed upon timeframe of trending and data requirements
 - Estimated incentive amount based upon projected pre-approved savings which shall be subject to post-verification including trending
- III. **Note: For enrolled MBCx projects where measures were not pre-approved prior to implementation, please contact your Program Administrator to confirm eligibility under this pay-for-performance structure.**

4. Implementation

- I. Perform Necessary Work to Implement Approved Measures

5. Completion

- I. Submit Signed Final Documents to your Program Administrator
 - Within the agreed upon timeframe, submit the following:
 - Application with Customer's Post-Installation Signature
 - Updated measure description
 - Updated measure savings calculations
 - Relevant and agreed upon pre and post implementation data trends
 - Updated spreadsheet summarizing achieved savings
 - Invoices and/or work orders proving implementation
- II. Receive Incentives upon Receipt of All Required Documentation by PA
- III. Maintain Tuning Measures
 - Ensure implemented tuning measures are monitored, tracked and maintained
 - Permit PA to verify project persistence, including that implemented measures are not manually overridden or no longer within a site monitoring and/or continuous commissioning system

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 <input type="checkbox"/> VENDOR/INSTALLER | CUSTOMER — TAX ID# (REQUIRED) | VENDOR/INSTALLER — TAX ID# (REQUIRED IF RECEIVING INCENTIVE) |
| CHECK PAYABLE TO: | | CUSTOMER COMPANY TYPE: <input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT | VENDOR COMPANY TYPE: <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 | | | ANTICIPATED COMPLETION DATE |
| <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. | | | |
| 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: | | | MATERIAL \$: | |
| FINAL INCENTIVE: | | | | |

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.