

2021

Small Commercial Heat Pump

For Conditioned Spaces Less than 10,000 sq. ft.



Apply online at www.MassSaveApplicationPortal.com

Electric Program Administrators



Cape Light Compact
Tel: 1-800-797-6699
www.capelightcompact.org
efficiency@capelightcompact.org



Eastern Massachusetts:
Tel: 1-844-887-1400
www.eversource.com
efficiencyma@eversource.com

Western Massachusetts:
Tel: 1-844-887-1400
www.eversource.com
efficiencywmass@eversource.com



National Grid
Tel: 1-800-787-1706
www.nationalgridus.com
efficiency@nationalgrid.com



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

How to Receive an Incentive

1. Work with a licensed HVAC contractor to determine which equipment is right for your business space and install qualifying equipment.
 - **Use with your existing heating system** – Using heat pumps in the winter to complement your existing heating system can reduce your overall heating costs without sacrificing comfort. The highest cost savings occur when heat pumps serve as the primary source of heat for an entire zone currently heated by a baseboard electric, oil or propane heating system.
 - **Integrated Controls** – Integrated Controls are designed to automatically switch between a heat pump and a conventional heating system at a pre-set outdoor air temperature, recommended to be 30 degrees, creating a more efficient way to heat a building. As each building's heating need is unique, work closely with your contractor to determine whether integrated controls are a good fit. The installation of integrated controls is required for customers applying for the “energy optimization” incentive.
2. Equipment must be installed at a property with an active commercial or industrial electric account with Cape Light Compact (Cape Cod and Martha's Vineyard), Eversource, National Grid or Unitil.
3. Equipment must be installed in conditioned spaces less than 10,000 sq. ft. Contact Program Administrator if conditioned space is greater than 10,000 sq. ft.
4. Contact your Program administrator if installing more than five (5) outdoor units at a service address.
5. Upon completion of installation, apply for the incentive by submitting all required documentation online at www.masssaveapplicationportal.com or by email to the appropriate Program Administrator listed below.

REQUIRED DOCUMENTS AND INFORMATION

- Equipment Make
- Coil and Condenser Model Numbers
- Square footage of conditioned space
- Size in Tons
- Installation Date and Address
- Total Install Cost and Proof of Payment
- Contractor Information
- W-9 form
- Energy Optimization incentive only:** A copy of your most recent oil or propane bill and Manual J

Cape Light Compact
Tel: 1-800-797-6699
efficiency@capelightcompact.org

Eversource Eastern MA:
Tel: 1-844-887-1400
efficiencyma@eversource.com

Eversource Western MA:
Tel: 1-844-887-1400
efficiencywmass@eversource.com

National Grid
Tel: 1-800-787-1706
efficiency@nationalgrid.com

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

Program Details & Equipment Requirements

1. Incentives available for purchases and installations made January 1, 2021 through December 31, 2021. Application must be submitted no later than January 31, 2022.
 - Equipment that has already received an incentive from a Mass Save Program Administrator is not eligible.
2. This application is intended for the installation of heat pumps rated at less than 5.4 tons of cooling capacity per outdoor unit. For systems above this capacity rating, please contact your Program Administrator.
3. The Program Administrators do not recommend fully replacing existing central heating systems with heat pump equipment. Customers that choose to do so may apply for the Energy Optimization incentive levels without the installation of an integrated control.
4. Program details, including minimum efficiency levels for equipment and incentive levels, is subject to change at any time. Incentive cannot exceed the purchase price.
5. All incentivized central ducted heat pumps, or ductless mini or multi-split units must be qualified, listed with and certified by the Air Conditioning, Heating, and Refrigeration Institute (AHRI), and meet the program efficiency requirements in the Mass Save qualified products list found at MassSave.com/HPQPL.
 - For central ducted heat pumps, the condenser and evaporator coil must be new and replaced together.
 - The condenser and coil are separate components in a split heat pump system but for incentive purposes are considered one unit.
 - All central ducted heat pumps units must have a thermostatic expansion valve (TXV) or electronic expansion valve (EXV) to qualify for incentive.
6. Integrated controls are either approved control packages or dual fuel thermostats that switch between a heat pump and a central heating system.
 - For a qualified products list for integrated controls, refer to MassSave.com/ICQPL.
7. Actual tons are calculated based on AHRI cooling capacity divided by 12,000 Btus
 - Rounding up of SEER or HSPF ratings is not acceptable.
 - Incentives will be based on tonnage rating up to two decimal places.

ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION

Indicate the Program Administrator for this Application

Cape Light Compact Eversource National Grid Unitil

Submit your application [online at www.masssaveapplicationportal.com](http://www.masssaveapplicationportal.com) or at the email address for the appropriate PA listed on page 2.

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 | | |

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

| | | |
|--|------------|----------------------------------|
| <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 |

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 \$: | |

Small Commercial Heat Pump – Eligibility Requirements and Incentive Details

Save with incentives on qualifying heat pump equipment installed between January 1, 2021 and December 31, 2021.

Standard Heat Pump Incentives

| Equipment Type | Efficiency Requirements | Incentive Amount |
|--|---|------------------|
| Central Ducted Heat Pump <5.4 tons Ductless Mini or Multi Split | Refer to Heat Pump Qualified Products List at: MassSave.com/HPQPL | \$250 per ton |

Energy Optimization Heat Pump Incentives

| Equipment Type | Efficiency Requirements | Primary Fuel Type | Additional Requirements | Incentive Amount |
|--|---|--|--|------------------|
| Central Ducted Heat Pump <5.4 tons Ductless Mini or Multi Split | Refer to Heat Pump Qualified Products List at: MassSave.com/HPQPL | Oil, Propane or Electric Resistance Heat | Integrated Controls required (for oil or propane heat) unless central heating system is removed. Refer to Integrated Controls Qualified Products List at: MassSave.com/HPQPL | \$1,250 per ton |

New Equipment Installed (Please Complete All Fields)

| |
|--|
| Pre-existing heating fuel type: <input type="radio"/> Electric resistance heat <input type="radio"/> Oil <input type="radio"/> Propane <input type="radio"/> Natural Gas |
| Pre-existing heating system type: <input type="radio"/> Forced hot water or steam system <input type="radio"/> Forced hot air system <input type="radio"/> Electric baseboard |
| Pre-existing cooling system type: <input type="radio"/> Central AC <input type="radio"/> Window AC <input type="radio"/> None |
| Zone space type: <input type="checkbox"/> Office <input type="checkbox"/> Service/Other <input type="checkbox"/> Food sales <input type="checkbox"/> Outpatient health <input type="checkbox"/> Education <input type="checkbox"/> Retail (non-mall) <input type="checkbox"/> Food service <input type="checkbox"/> Public assembly <input type="checkbox"/> Religious worship |
| Balance point: <input style="width: 50px;" type="text"/> °F |
| Incentive type: <input type="radio"/> Energy optimization (\$1250/ton) <input type="radio"/> Standard (\$250/ton) |

NOTE: Energy optimization incentives available to customers with fuel oil, propane, or electric resistance heating systems only

| System Type (Central Ducted, Ductless Mini or Ductless Multi-Split) | Square Footage (Conditioned space of zone covered by outdoor unit(s). Total must be less than 10,000 sq. ft.) | AHRI Reference # | Integrated Control Model Number(s) (Not applicable for standard incentives, electric heat or full oil/propane displacement) | Quantity* (If multiple identical outdoor units, total quantity must be five (5) or fewer) | # of Tons per Outdoor Unit (1 ton = 12,000 Btu) | Customer Incentive |
|--|--|------------------|--|--|--|--------------------|
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In the past year, electric resistance has been used to heat my business all winter Yes No

I have elected to remove my oil or propane central heating system Yes No

* Contact your program administrator with project square footage >10,000 sq. ft. or if the number of outdoor units exceed 5

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.