

2024



Building Management Systems (BMS)

WE ARE MASS SAVE®:



How to Receive an Incentive

1. Work with a building controls vendor to discuss your BMS project and determine eligibility. If you or your vendor have any questions regarding project eligibility, please contact your Mass Save Sponsor.
2. BMS upgrades replacing old (10+ year) systems require a pre-inspection. Please reach out to your Sponsor for more information.
3. Fill out the Prescriptive BMS Calculator to estimate project savings and incentives.
4. Upon completion of installation, apply for an incentive by submitting all required documentation to your electric and/or gas Sponsor (contact details on following page). If the project is served by a gas and electric Sponsor, application and documentation must be submitted to both to receive a full incentive.

Project Eligibility

- Incentives are available only for projects implementing sequences of operation for the purpose of reducing energy consumption of existing equipment. Other BMS features, such as alarms, monitoring, equipment management, etc., are not considered.
- Building Management System must be installed by December 31, 2024.
- Offers valid only for commercial & industrial customers in Massachusetts where Berkshire Gas, Cape Light Compact, Eversource, Liberty, National Grid, or Until are the electric or gas Sponsor.
- The following BMS upgrades are not eligible for incentives:
 1. Control of process and lab loads. Incentives may be available on a custom basis.
 2. Standalone front-end upgrades or software updates.
 3. Expansion of BMS to control new equipment.
 4. BMS installations in new construction buildings.
 5. Replacement of existing BMS less than 10 years old.
 6. Control products with subscription or annual fee structures.
 7. Sequences and BMS that have already received a rebate or incentive from a Sponsor of Mass Save.
- Project incentives will be capped at 100% of eligible project costs, summarized in the table below.
- Building area undertaking control system upgrades must be greater than 5,000 square feet and less than 200,000 square feet. Larger control projects may be eligible for incentives on a custom basis.
- A BMS shall include a central operator's station with a central processing unit, PC (local or remote), and monitor. The operator's station shall be capable of monitoring all sensors and field devices in real time. Communications shall be via modem, communication bus, wireless device, or Internet connection to other microprocessor-based field devices.
- BMS must include sequences required by relevant building codes, including but not limited to:
 1. Optimal start/stop
 2. System scheduling and unoccupied setbacks
 3. Economizer or enthalpy control
 4. Demand control ventilation
- Trend data and screenshots are required to verify that implemented sequences align with design expectations. Trends and screenshots must be collected as specified in the project verification section of this application and per the minimum requirements document (MRD).

Eligible Project Costs

Project incentives are not to exceed the total eligible project costs, summarized below.

| Eligible Project Costs | Ineligible Project Costs |
|--|---|
| <ul style="list-style-type: none">• Adding control points (sensors, transducers, etc.)• Adding point modules/field panels• Programming with the installation of points and panels• Communication/translation cards for <i>existing</i> standalone devices• Addition of memory for trend data storage | <ul style="list-style-type: none">• Components and programming associated with automation of new equipment• Upgrades unrelated to energy consumption (e.g., fire, security, fault detection, etc.)• Workstation (laptops, desktops, etc.)• Servers for historical data• Front-end software upgrades• IP addressing• Field panel firmware upgrades• Field panel and terminal device replacements <i>if less than 10 years old</i>• Subscription-based controls |

For more information about BMS incentives and the Prescriptive BMS Calculator, visit: www.masssave.com/en/business/rebates-and-incentives/building-and-hvac-controls/building-management-systems-and-controls

Documentation Requirements for Pre-Approval

Completed and signed application from, including pre-installation signatures for customer and vendor.

- Incomplete applications requiring additional information may delay processing.

Completed Prescriptive BMS Calculator Tool.
Proposed Sequences of Operation (SOO).
Once received, signed copy of pre-approval letter, including sign off on trend data requirements by customer and vendor.
Full year of billing usage data for project building's electric and fossil fuel account(s).

Documentation Requirements for Final Approval

Completed and signed application form, including post installation customer signature.
Final project added BMS points list.
Final Prescriptive BMS Calculator Tool (if changed from pre-approval).
Itemized invoice from the BMS contractor with the following:

- Installation date.
- Installation address.
- Itemized list of component costs.
- Installation company/contractor name and address.

Copy of W-9 for payee.
Trend data report (see Project Verification section of this form).
Required system screen shots taken as system is operational (see Project Verification section of this form).
Completed Minimum Requirements Document.

Mass Save Incentive Application

All Fields on This Page Are Required to Complete Your Application

Indicate the Mass Save Sponsor(s) and Account Number(s) for This Application

| | | | | | |
|-------------------------|--------------------|------------|--------------------|---------------|--------|
| Berkshire Gas | Cape Light Compact | Eversource | Liberty | National Grid | Unitil |
| ELECTRIC ACCOUNT NUMBER | | | GAS ACCOUNT NUMBER | | |

Account Holder Information

| | | | | |
|--------------------------------|--------------------------|-------|--------------------------------------|--|
| COMPANY NAME | INSTALLATION SITE NAME | | APPLICATION DATE | |
| INSTALLATION ADDRESS | CITY | STATE | ZIP | |
| MAILING ADDRESS (IF DIFFERENT) | CITY | STATE | ZIP | |
| CONTACT NAME | EMAIL ADDRESS | | PHONE | |
| BUILDING TYPE | IF OTHER, PLEASE SPECIFY | | SQUARE FEET AFFECTED BY NEW CONTROLS | |

Payment Method—Payee Must Submit a W-9 Form (Tax ID # Required if Receiving Rebate)

| | |
|--|--|
| PAYMENT TO (PAYEE) Customer Vendor/Installer | PAYEE TAX ID # |
| CHECK PAYABLE TO | PAYEE COMPANY TYPE Incorporated Not Incorporated Exempt |

Vendor Information

| | | | |
|--|----------------|-------|------|
| VENDOR/INSTALLER | CONTACT PERSON | | |
| PHONE | EMAIL ADDRESS | | |
| STREET ADDRESS | CITY | STATE | ZIP |
| VENDOR/INSTALLER AUTHORIZED SIGNATURE ACKNOWLEDGING VERIFICATION REQUIREMENTS AND PAYEE (IF APPLIES) | | | DATE |

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 |
| PRINT NAME | AUTHORIZED SIGNATURE | DATE |
| POST-INSTALLATION I certify that I have seen the energy efficiency measure(s) that have been installed and I am satisfied with their installation. | | |
| PRINT NAME | AUTHORIZED SIGNATURE | DATE |

Sponsors of Mass Save

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

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

Eversource
844-887-1400
www.eversource.com
efficiencyma@eversource.com

Liberty
508-324-7811
www.libertyutilities.com
efficiency@libertyutilities.com

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

Unitil
888-301-7700
www.unitil.com
efficiency@unitil.com

Project Incentives

Project incentives are estimated in the Prescriptive BMS Calculator and subject to review and approval by the Sponsor(s). Project incentives are capped at the total eligible project costs. Total project incentives will be allocated and provided separately by gas and electric Sponsors as applicable.

$$\text{Project Incentive} = \text{Incentive Rate} \times \text{Number of Eligible Sequences Implemented} \times \text{Area Affected by Controls}$$

BMS Project Types and Incentive Rates

| BMS Project Type | Description | Incentive Rate (\$/sequence/sqft) |
|---|---|-----------------------------------|
| Add-On Sequences to Existing BMS | Projects implementing additional sequences to existing BMS on existing equipment. Existing control panels may be removed or replaced. Sensors or control components are installed as part of add-on projects. Example: DCV added to a school gym, including installation of new CO ₂ sensors and modulating damper actuator. | \$0.10 |
| First-Time BMS Installation | Projects installing new BMS (panels, sensors, transducers, etc.) in existing buildings on existing equipment for the first time, including the installation of control panels for the first time to the facility. Example: replacing distributed thermostat control with a new, centralized control system. | \$0.15 |
| Replacement of Existing BMS | Projects replacing legacy systems that are at least 10 years old, verified through a pre-inspection. Replacement systems must introduce new control functionality not existing in the prior BMS. Example: replacement of existing pneumatic system with new DDC BMS. | \$0.20 |

Sequence Eligibility by Major Equipment

| Primary or Secondary HVAC Equipment | System Schedule and Unoccupied Setbacks ¹ | Optimal Start/Stop ¹ | Reset Supply Air Static Pressure | Reset Boiler Water Temperature | Demand Control Ventilation | Economizer Control (Dry Bulb or Dual Enthalpy) | Reset Supply Air Discharge Temperature | Reset Chilled Water Temperature | Reset Condenser Water Temperature |
|---------------------------------------|--|---------------------------------|----------------------------------|--------------------------------|----------------------------|--|--|---------------------------------|-----------------------------------|
| Cooling: Direct Expansion in AHU | - | - | - | - | Eligible | Eligible | Eligible | - | - |
| Cooling: Chiller | - | - | - | - | Eligible | Eligible | Eligible | Eligible | Eligible |
| Pumps and Fans: Constant Volume | Eligible | Eligible | - | - | - | - | - | - | - |
| Pumps and Fans: Variable Air Volume | Eligible | Eligible | Eligible | - | - | - | - | - | - |
| Heating: Boiler | Eligible | Eligible ² | - | Eligible ^{2,3} | Eligible | - | Eligible | - | - |
| Heating: Furnace | Eligible | Eligible ² | - | - | - | - | - | - | - |
| Heating: Electric Resistance in AHU | Eligible | Eligible ² | - | - | Eligible | - | Eligible | - | - |
| Heating: Electric Baseboard | Eligible | Eligible ² | - | - | - | - | - | - | - |
| Centrally Ducted Air Source Heat Pump | Eligible ⁴ | Eligible | - | - | - | - | - | - | - |

¹ Not eligible for facilities occupied 24/7

² Not eligible for secondary heating equipment with heat pump as primary

³ Steam Boilers not eligible for reset boiler water temperature sequence

⁴ Only eligible for 5-6 day operation with unoccupied nights

Project Verification

Trend data and screenshots are required to verify that implemented sequences align with design expectations. Trend screenshots must be collected for *all major equipment affected by the sequence* while the building is operating. Three weeks of trends at 15 to 30 minute intervals must be provided to the Sponsor in an Excel (.xls) file upon request. All projects must provide a trend report and all requested screenshots as part of the project documentation.

Verification Requirements by Sequence

| Sequence | Trend Data Points | Screenshots |
|---|---|--|
| System Schedule and Unoccupied Setbacks | <ul style="list-style-type: none"> Space temperature setpoint(s) Space temperature(s) for 10% of space On/off status of supply fan on each air handler | Include noted data points as well as: <ul style="list-style-type: none"> Building schedule Occupied and unoccupied space temperature setpoints |
| Optimal Start/Stop | <ul style="list-style-type: none"> On/off status of major equipment (include as applicable: air handlers, boilers, furnaces, chillers) | Include noted data points as well as: <ul style="list-style-type: none"> Building schedule Major equipment involved with optimal start/stop |
| Reset Supply Air Static Pressure | <ul style="list-style-type: none"> Discharge static pressure(s) Static pressure setpoint(s) Supply fan speed(s) Virtual calculated feedback point indicating average VAV box damper position OR damper signal of each box associated with air handler | Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum static pressure setpoints Boxes associated with each involved air handler |
| Reset Boiler Water Temperature | <ul style="list-style-type: none"> Hot water supply temperature Hot water supply setpoints Outdoor air temperature | Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum hot water supply setpoints |
| Demand Control Ventilation | <ul style="list-style-type: none"> Measured CO₂ levels (return air or space ppm) Outdoor air damper signal Air handler/room occupancy status | Include noted data points as well as: <ul style="list-style-type: none"> Low and high space CO₂ thresholds |
| Economizer Control (Dry Bulb or Dual Enthalpy) | <ul style="list-style-type: none"> Outdoor air damper position Outdoor air temperature (or enthalpy) Return air temperature (or enthalpy) Discharge air temperature Discharge air temperature setpoint Mixed air temperatures Cooling valve signal | Include noted data points |
| Reset Supply Air Discharge | <ul style="list-style-type: none"> Discharge air temperature Discharge air temperature setpoint Return air temperature Outdoor air temperature Heating status/valve signal Cooling status/valve signal | Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum discharge temperature setpoints |
| Reset Chilled Water Temperature | <ul style="list-style-type: none"> Chilled water supply temperature Chilled water supply setpoints Outdoor air temperature | Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum chilled water supply temperature setpoints |
| Reset Condenser Water Temperature | <ul style="list-style-type: none"> Condenser water supply temperature (leaving chiller) Condenser water supply temperature setpoint Outdoor air temperature Chiller on/off status Cooling tower fan on/off status | Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum condenser water supply temperature setpoints |

Terms and Conditions

1. Incentives

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

2. Definitions

- (a) "Approval Letter" means the letter issued by Sponsor stating Sponsor'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 Sponsor related to the Incentives. The Approval Letter may also be referred to as, inter alia, an Offer Letter or Pre-Approval Letter.
- (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 Sponsor.
- (d) "Facility" means the Customer location in Massachusetts served by the Sponsor where EEMs are to be installed.
- (e) "Incentives" means those payments made by the Sponsor to Customer pursuant to the Program and these Terms and Conditions. Incentives may also be referred to as "Rebates".
- (f) "Mass Save Sponsor" or "Sponsor" means The Berkshire Gas Company, or Cape Light Compact JPE, or Eversource Energy, or Liberty Utilities, or National Grid, or Unil, as applicable. Mass Save Sponsor may also be referred to as "Program Administrator" or "PA".
- (g) "Minimum Requirements Document" means the document setting forth the minimum requirements that may be required by the Sponsor, which, if so required, will be submitted with Customer's application and approved by Sponsor.
- (h) "Program" means any of the energy efficiency programs offered to a C&I Customer by Sponsor.
- (i) "PA" or "Program Administrator" means The Berkshire Gas Company, or Cape Light Compact JPE, or Eversource Energy, or Liberty Utilities, or National Grid, or Unil, as applicable.
- (j) "Program Materials" means the documents and information provided or made available by the Sponsor specifying the qualifying EEMs, technology requirements, costs and other Program requirements.

3. Application Process and Requirement for Sponsor Approval

- (a) The Customer shall submit a completed application to the Sponsor or rebate processor, as required. The Customer may be required to provide the Sponsor with additional information upon request by the Sponsor. For example, Customer will, upon request by the Sponsor, provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. To the extent required by the Sponsor 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 EEMs, Customer must have an active natural gas account. To be eligible for electric funded EEMs, a Customer must have an active electric account. Customers must meet any additional eligibility requirements set forth in the Program Materials.
- (c) The Sponsor reserves the right to reject or modify Customer's application. The Sponsor may also require the Customer to execute additional agreements, or provide other documentation prior to Sponsor approval. If Sponsor approves Customer's application, Sponsor will provide Customer with the Approval Letter.
- (d) The Sponsor 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 Sponsor 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, where applicable. Such verifications must be completed to Sponsor's satisfaction.
- (b) Customer agrees that Sponsor may perform monitoring and inspection of the EEMs for a three-year period following completion of the installation to determine the actual demand reduction and energy savings.

5. Installation Schedule Requirements

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

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

- (a) The Sponsor reserves the right to adjust and/or negotiate the Incentive amount. Sponsor 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) Sponsor shall not be obligated to pay the Incentive amount until all the following conditions are met: (1) Sponsor 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 Sponsor, where applicable, (3) purchase and installation of EEMs in accordance with Approval Letter, Program Materials, Minimum Requirements Document (where applicable), Customer's application, these Terms and Conditions, and any other required documents, (4) where applicable, all applicable permits, licenses and inspections have been obtained by Customer, (5) Sponsor's receipt of final drawings, operation and maintenance manuals, operator training, permit documents, and other reasonable documentation, where applicable, and (6) Sponsor'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) Sponsor 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 Sponsor'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) Sponsor 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 Sponsor 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 Sponsor at any time without notice. The Sponsor 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 Sponsor 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.

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11. Indemnification and Limitation of the Sponsor's Liability

To the fullest extent allowed by law, and except as the Commonwealth of Massachusetts and its agencies are precluded by Article 84 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, and the Commonwealth of Massachusetts' cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Customer shall indemnify, defend and hold harmless Sponsor, 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 Sponsor'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 Sponsor 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 Sponsor 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 Sponsor

- (a) THE SPONSOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE SPONSOR 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 SPONSOR AND THE SPONSOR 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 SPONSOR'S OTHER DOCUMENTS.
- (b) Review of the design and installation of EEMs by Sponsor is limited solely to determine whether Program requirements have been met and shall not constitute an assumption by Sponsor of liability with respect to the EEMs. Neither the Sponsor 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 Sponsor 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) Sponsor 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 Sponsor 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. Sponsor 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 Sponsor, and assumes all risk and liability associated with the reuse and disposal thereof.

15. Energy Benefits

As applicable, 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 Sponsor 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 Sponsor. Sponsor's rights under this Section are irrevocable for the life of the EEMs unless the Sponsor 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 Sponsor 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 Sponsor.
- (f) Sections 4(b), 10, 11, 12, 14, 15 & 18 shall survive the termination or expiration of the Customer's participation in the Program.

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