

2024
Existing Buildings



Equipment & Systems Performance Optimization

Tracks: Targeted Systems and Whole-Building & Process Tuning

WE ARE MASS SAVE®:



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 include retro-commissioning (RCx) and operations and maintenance (O&M) optimization. Through ESPO, the Sponsors of Mass Save offer assistance for investigations to identify these typically low-cost energy efficiency improvements and incentives to implement measures. Implementation incentives are based on energy savings, and customers have the ability to achieve additional performance-based incentives if certain savings levels relative to annual usage are achieved.

Under the ESPO program, the Sponsors of Mass Save offer multiple options (tracks) for customers depending on needs, preferences, and available resources. Please contact your Sponsor 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 Sponsor(s) serve your facility.

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

This application is for the Targeted Systems Tuning and the Whole-Building & Process Tuning tracks. For a prescriptive approach, please see the Low-Cost Tuning Measures 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.

Equipment & Systems Performance Optimization Program

Track	
Targeted Systems Tuning	Whole-Building & Process Tuning
<p>In facilities where specific systems could benefit from tuning and performance optimization, the Targeted Systems Tuning track offers just that—an in-depth investigation and tuning process for independent building systems or process lines. Rather than exploring the entire facility for optimization and control opportunities, the Sponsors utilize this pathway to work with customers to target the system(s) with energy savings potential at a customer site. This path is a comprehensive option with a modest level of customer-required resources for engagement. See below for more information on eligible systems.</p> <p><i>Note: Customers may elect to tune up to three targeted systems under a given application; however, if more than one system is being considered, explore the Whole-Building & Process Tuning track, where more comprehensive investigations and savings value are available.</i></p>	<p>In larger facilities where annual electric usage is greater than 5,000,000 kWh and where a functional control system is in place, the Whole-Building & Process Tuning track enables customers to capture comprehensive energy savings and improved building operations and comfort. Manufacturing or industrial customers are also able to utilize a comprehensive tuning approach for their systems through this track. In this track, the involvement of the facility staff is increased given the broader scope and longer timeline of comprehensive Sponsor resources.</p> <p><i>Note: There is no minimum threshold of gas usage necessary to participate in this program. In the event a customer has substantial gas usage but does not qualify based on the electric usage threshold, the customer will likely qualify. Please contact your Sponsor.</i></p>

Provided Resources

Targeted Systems Tuning	Whole-Building & Process Tuning
<p>The tuning investigation can be fully funded for pre-approved projects at the Sponsor's discretion. Before applying, please contact your Sponsor to discuss track options and resource offerings for your specific case. Your Sponsor will also inform you if on-site training for tuned systems, processes, or buildings is available in your territory.</p> <p><i>Customers who do not qualify or elect not to receive resource support for the investigation are still eligible to receive implementation and performance incentives based on approved savings. Please contact your Sponsor prior to beginning the project regardless.</i></p>	
The value of this resource offering can be up to \$12,000 per site.	The value of this resource offering can be up to \$30,000 per site.

Incentive Amount

Targeted Systems Tuning	Whole-Building & Process Tuning
Implementation incentives are provided on a \$0.17/kWh and \$1.20/therm saved basis for approved energy savings.	

Equipment & Systems Performance Optimization Program (Continued)

Performance Bonus

Targeted Systems Tuning

Whole-Building & Process Tuning

An additional performance incentive may be available to customers who achieve an annualized savings relative to total facility usage of **at least 2.75% for electric and 1.5% for gas**. The performance bonus incentive rate is **\$0.03/kWh and \$0.20/therm** times the total project's annual approved savings. Please contact your Sponsor for more details on how the performance bonus incentive will be qualified.

For clarity, savings from multiple systems tuned concurrently as part of the same project can be summed to perform this calculation.

Program Eligibility Requirements

Targeted Systems Tuning

Whole-Building & Process Tuning

1. Systems must already be installed in an existing commercial, industrial, institutional, educational, or municipal building within an electric Sponsor's service territory.
2. Systems/facility must not be at end of life or nearing planned retirement.
3. Proposed projects cannot be part of a larger, time-dependent new construction or major renovation project that is mandated by Massachusetts State Building Code.
4. Systems/facilities must average 2,000 or more operating hours per year.
5. Implemented measures must not have participated in the Custom Retro-Commissioning or Pay-for-Performance programs within the past five years.

Track Eligibility Requirements

Targeted Systems Tuning

Whole-Building & Process Tuning

Specific building or process systems eligible for this track include, but are not limited to:

- Chiller
- Compressed Air
- Airflow Management
- Boiler—Steam & Hot Water
- Scheduling/Setpoint Optimization
- Rooftop Units (RTUs)
- Refrigeration
- Pumping
- Cold Storage
- Waste Energy Recovery
- Production Systems or Lines

Facilities eligible for the Whole-Building & Process Tuning track must:

- Consume more than 5,000,000 kWh annually—exceptions to the minimum electric usage are available based on level of gas usage, as there is no explicit minimum threshold of gas usage necessary to participate in this program. Please contact your Sponsor for information.
- Have a functional control system in place.

Additional Conditions

Targeted Systems Tuning

Whole-Building & Process Tuning

1. 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 Sponsor for guidance.
2. Implemented measures and corresponding approved savings are subject to post-installation verification, including but not limited to the right for the Sponsor 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 Sponsor will seek to facilitate retuning of the measure(s).

For additional information on these tracks and their process, please see the project checklist included in this PDF as an attachment.

1. Confirm Eligibility

- I. If you have any questions on whether a project is eligible for this retrofit program, please contact your Sponsor before continuing with the application or beginning the work.

2. Pre-Approval for Investigation

- I. Complete & submit Part 1 of the application, including the track screening questionnaire, to ESPO-Program@eversource.com.
- II. Work with Sponsor to identify vendor(s) and track.
- III. Define relevant baseline and approach to savings calculations.
- IV. Receive pre-approval for investigation.

3. Tuning Investigation & Reporting

- I. Perform site visit(s) for tuning investigation.
- II. Complete and submit Part 2 of the application.
 - Fill out Part 2 of this application and submit to your Sponsor along with the investigation report and supporting energy engineering calculations.
- III. Receive pre-approval for implementation.

4. Implementation

- I. Perform tuning implementation.

5. Completion

- I. Submit signed final documents.
 - Within 30 days of the implementation, submit the following signed documents to your Sponsor:
 - i. Any changes in scope of work, with corresponding updated calculations (if needed).
 - ii. Application, Parts 1 and 2.
 - iii. Invoices, work orders, or other pre-approved means to verify implementation.
- II. Receive incentives.
- III. Maintain tuning measures.
 - Ensure implemented tuning measures are maintained.
 - Permit Sponsor to verify project persistence.

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 COVERED BY NEW EQUIPMENT	

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 (NOT APPLICABLE IF CUSTOMER IS PAYEE)			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

Part 1: Track Screening Questionnaire (to Be Completed by Customer)

Overview

The Sponsors of Mass Save want to ensure that the chosen approach to retro-commissioning suits your needs and provides you with energy and cost savings. To do this, your organization's decision makers will need to consider the resources you can dedicate and what goals you are trying to achieve. This questionnaire will begin the discussion with your Sponsor about what support and services the ESPO program can offer to help you accomplish your goals. To the best of your abilities, please answer these questions in Microsoft Word or Adobe PDF format and send to ESPO-Program@eversource.com along with the required account information on the prior page.

Questionnaire

1. Financial Criteria: Please note that while control measures are low cost relative to large capital projects, it is important to understand that costs to implement will exist, including but not limited to the time and attention of site staff. Your Sponsor is here to mitigate these costs; however, knowing your organization's limits will help your Sponsor find the right approach and combination of resources to offer. Please answer the following to the best of your abilities.
 - a. What amount is the organization willing to invest in order to achieve controls and performance optimization-based energy savings?

\$ _____
 - b. What is your required maximum simple payback period when incentives are included?

_____ year(s)

2. Resources & Capabilities:
 - a. What sort of staff time are you able to allocate to implementation of controls and operations and maintenance projects? This could include vendor walk-throughs, trainings, or time to implement.

_____ hours/week or _____ total hours
 - b. Do you work with an existing controls vendor or service provider? If so, who and in what capacity?

 - c. Do you already have an idea who would be completing the retro-commissioning investigation and/or implementation? If so, who and in what capacity? Please identify if you need recommendations on qualified vendors.

Investigator: _____

Implementer: _____

3. Potential Projects:
 - a. What type of project are you looking to implement? Do you have an estimate on the savings potential? Attach any supporting documents if available. If you're unsure what sort of project is right for your facility, please reach out to ESPO-Program@eversource.com for guidance.

Part 2: Required Energy Savings Data

Which track are you applying for? (Please check only one.)

Targeted Systems Tuning Whole-Building & Process Tuning

If Targeted Systems Tuning is selected, please list which system(s) are included in this application:

The following form may be filled out for preliminary project submittal and review, but a final custom project information package must also be submitted in electronic format. Contact a Sponsor’s technical representative for details.

Proposed Equipment Specification (Facility Detail)
Building, Room, and Equipment Identification (Installation Site)
Description of Project
Existing System: Measure Description
Proposed System: Measure Description
Manufacturer Incentives, Manufacturer Discounts, Taxes, and/or Salvage Values

Please provide the energy savings, demand savings, and other benefits in the tables below. Use negative values where consumption increases.

Table 1E: Electric Energy (kWh) and Demand (kW) Reduction

Electric Energy Savings			Average Peak Electric Demand Savings	
Annual kWh Savings ¹			Summer Average kW Savings ⁶	
Summer Peak ²		%	Winter Average kW Savings ⁷	
Summer Off-Peak ³		%		
Winter Peak ⁴		%		
Winter Off-Peak ⁵		%		

Estimated Savings with Calculations: Provide calculations that show the following:

1. Annual kWh Savings: **Estimated first year kWh savings**
2. Summer Peak: **Percent of annual kWh savings occurring 7AM – 11PM, weekdays except holidays, June to September**
3. Summer Off-Peak: **Percent of annual kWh savings occurring 11PM – 7AM weekdays, all day weekends and holidays, June to September**
4. Winter Peak: **Percent of annual kWh savings occurring 7AM – 11PM, weekdays except holidays, October to May**
5. Winter Off-Peak: **Percent of annual kWh savings occurring 11PM – 7AM weekdays, all day weekends and holidays, October to May**
6. Summer Average kW Savings*: **Average demand (kW) reduction occurring 1PM – 5 PM, weekdays except holidays, June to August**
7. Winter Average kW Savings*: **Average demand (kW) reduction occurring 5PM – 7 PM, weekdays except holidays, December and January**

*Average kW savings example: Assume the demand savings is 10 kW whenever a plant is in operation and the plant shuts down at 6pm, then the winter average kW savings is 5 kW (10 kW ÷ 2 hours = 5 kW)

Table 1G: Gas Energy (Therm) Reduction

Annual Gas Savings (Therms)			
Heating (Seasonal)	Process / Hot Water (Non-Heating)	Other (Year Round)	Total

Cost Estimates

Provide back-up documentation for all material and labor costs broken down by major pieces of equipment and project components. Sales tax may not be included. Adjust for salvage/resale value of equipment being replaced. Enter summarized costs in the table below.

Table 2: Cost Estimates

	Base Case Cost (\$)*	Proposed Case Cost (\$)	Incremental Cost (\$)
Material Cost			
Labor Cost			
Total Cost			

*Base case cost, if applicable, for new construction or replace-on-failure projects

Table 3: Non-Electric / Non-Gas Benefits (Impacts)

Installing the proposed measure may result in significant savings or possibly increased costs for the owner beyond electric and natural gas savings. Examples include water, sewer, fossil fuel, and labor costs. These costs are to be assessed and quantified in the support documentation. These effects are to be combined and reported in the categories provided in the following table.

Non-Electric, Non-Gas Benefits (Impacts)					
Oil (MMBtu)	Propane (MMBtu)	Water (Gallons)	Sewer (Gallons)	Annual O&M / Labor / Materials (\$)	Other One-Time (\$)

Minimum Requirements Document

See attached file for examples. The blank template must be used for multiple measures or complex installations that require more space than provided below.

This form is to be completed by your Sponsor's technical representative or designated technical assistance contractor to specify herein minimum equipment and operational requirements of the proposed system. This requirements document shall address the criteria necessary to be met to achieve the demand and energy savings estimated in the engineering analysis for this project. Testing and submittals may be required as further verification of system compliance. These requirements must be met before the Sponsor's incentives are paid.

Equipment Requirements: Provide a list of equipment or materials to be installed as part of this project. Include manufacturer, model, HP or kW ratings, BTU/H or thermal efficiency rating, etc.

Post-Installation Inspection Record (Check One) OK Not OK

Operational Sequences Requirements: Provide a description of equipment operating sequences, set points, operating schedules, balancing requirements (such as flow, velocity, head, suction, etc.), or any other operating parameters to obtain the estimated energy savings.

Post-Installation Inspection Record (Check One) OK Not OK

Documentation: List any written documentation that should be required to verify, operate, or maintain the equipment being installed or controlled. This information may include equipment specification sheets, test reports, construction drawings, sequences of operation, etc.

Post-Installation Inspection Record (Check One) OK Not OK

Other Requirements or Comments: Describe any requirements for demolition, removal, or decommissioning of existing equipment.

Post-Installation Inspection Record (Check One) OK Not OK

The pre-approved incentive is subject to your Sponsor's post-installation inspection of final specifications, drawings, and operation of the proposed equipment. In the event the proposed system is altered from the above description, notify your Sponsor of the change prior to the equipment purchase and installation, as the change in design and operation may impact the incentive.

TECHNICAL REPRESENTATIVE	DATE	CUSTOMER SIGNATURE	DATE
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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.

WE ARE MASS SAVE*:



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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