

2024  
Existing Buildings



# Motor & Variable Speed Drive (VSD)

WE ARE MASS SAVE®:



The Retrofit Program is designed to help commercial and industrial customers replace aging, inefficient equipment and systems with energy-efficient technologies. The Retrofit Program provides a customer with incentives and technical services that will facilitate the installation of premium efficient equipment. Call your Mass Save Sponsor to arrange a convenient time to perform an inspection of the existing equipment or systems.

## Application Instructions

For Replacement of Operating Equipment:

1. Is your project eligible?
  - Equipment shall be new and shall be installed in a commercial, industrial, institutional, educational, or municipal building within an electric Sponsor's service territory.
2. Is the equipment you intend to buy eligible?
  - Product types listed in this form are eligible for prescriptive incentives. However, other measures not listed here may be eligible for custom incentives using the custom application.
3. Pre-approval requirements:
  - Contact your Sponsor before purchasing and installing the equipment.
  - To see if the energy-efficient measure (EEM) qualifies for an incentive:
    - i. Review the Terms and Conditions governing the program, then submit a completed application form with an authorized signature.
    - ii. Submit a copy of the manufacturer's technical specification sheets ("cut sheets") for each type of eligible equipment to be purchased.
    - iii. Once pre-approved, a "pre-approved incentive letter" will be issued.
4. Installation and incentive requirements:
  - Once pre-approved, purchase and install the qualifying equipment within twelve (12) months of Sponsor's pre-approval.
  - Return the required information to your Sponsor within 30 days of the installation:
    - i. A copy of the completed and signed pre-approval application.
    - ii. If there is a change in equipment, please submit new manufacturer's cut sheets for each type of eligible equipment purchased.
    - iii. A copy of your invoice indicating proof of purchase must indicate type, size, make, and model number of the equipment and date of purchase and installation.
    - iv. At the post-installation verification, the customer is required to sign the post-installation customer acknowledgment section of the original application.

## Program Details

This incentive program covers applications created on or after January 1, 2024. Details, including incentive levels, are subject to change without prior notice. Contact your Sponsor for the latest program details.

Once completed, send this application form to the Sponsor serving the specific customer account where the selected efficiency measure(s) will be installed. Contact information for all Mass Save Sponsors can be found on Page 3 of this application.

# Mass Save Incentive Application

All Fields on This Page Are Required to Complete Your Application

## Indicate the Electric Sponsor and Account Number for This Application

Cape Light Compact	Eversource	National Grid	Unitil
ELECTRIC 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](http://www.berkshiregas.com)  
efficiency@berkshiregas.com

Cape Light Compact  
800-797-6699  
[www.capelightcompact.org](http://www.capelightcompact.org)  
efficiency@capelightcompact.org

Eversource  
844-887-1400  
[www.eversource.com](http://www.eversource.com)  
efficiencyma@eversource.com

Liberty  
508-324-7811  
[www.libertyutilities.com](http://www.libertyutilities.com)  
efficiency@libertyutilities.com

National Grid  
800-787-1706  
[www.nationalgridus.com](http://www.nationalgridus.com)  
efficiency@nationalgrid.com

Unitil  
888-301-7700  
[www.unitil.com](http://www.unitil.com)  
efficiency@unitil.com

### Measure Information

Please review the eligibility requirements on page 6. Attach invoices, product specification sheets, and other relevant documentation to this application. VSDs installed in process applications, wastewater, or municipal water supply applications may use the custom application process, which requires detailed energy savings calculations.

**Table 1: Select VSD Installation Type**

<b>BDF</b>	Boiler Draft Fan	<b>FWP</b>	Boiler Feed Water Pump	<b>PE</b>	Process Exhaust and Make-Up Fan
<b>BEF</b>	Building Exhaust Fan	<b>HWP</b>	Hot Water Circ. Pump	<b>RFA</b>	HVAC Return Air Fan
<b>CTF</b>	Cooling Tower Fan (Single-Speed Only)	<b>MAF</b>	Make-Up Air Fan	<b>SFA</b>	HVAC Supply Air Fan
<b>CWP</b>	Chilled / Cond. Water Pump	<b>PCP</b>	Process Cooling Pump	<b>WHP</b>	WS Heat Pump Circ. Loop

**Table 2: Select VSD Size**

Horsepower	Incentive	Horsepower	Incentive	Horsepower	Incentive	Horsepower	Incentive
1 - 3	\$1,250	15	\$2,750	30	\$4,800	60	\$8,250
5 - 7.5	\$1,750	20	\$3,300	40	\$5,850	75	\$9,450
10	\$2,250	25	\$4,050	50	\$6,750	100 - 150	\$10,950

**Table 3: Controlling Parameters**

<b>DP</b>	Pressure Differential	<b>DT</b>	Temperature Differential	<b>OTH</b>	Other (Specify)
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**Table 4: From Tables 1, 2, & 3 above, fill in using one line for each VSD & motor.**

Attach specification sheets and invoice copies to this application.

Installation Type (Table 1)	VSD & Motor Horsepower (Table 2)	Controlling Parameter (Table 3)	Motor Type (ODP or TEFC)	Motor Speed	NEMA Nominal Efficiency	*Annual Hours of Operation	Alternate or Backup?	Location/Designation	Requested Incentive per VSD (Table 2)
							Alt.		
							Alt.		
							Alt.		
							Alt.		
							Alt.		
							Alt.		
							Alt.		
							Alt.		
							Alt.		
							Alt.		
							Alt.		
							Alt.		
							Alt.		
							Alt.		
							Alt.		
							Alt.		
							Alt.		
							Alt.		
If necessary, use embedded Excel file to document additional inventory.								Total Requested Incentive (This Page)	

\*Motors must operate a minimum of 2,000 hours annually to qualify for incentives.

### Important VSD Information

VSDs can be sensitive to over-voltages that occur when power factor correcting capacitor banks on the utility power system are switched on. A minimum 3% series reactor (inductor, choke) is strongly recommended on the drive AC input connections based on the horsepower of the VSD to be installed. In some instances, your supplier may find it necessary to install 5% reactors and, rarely, additional filtering devices to meet acceptable current and voltage harmonic distortion requirements.

If your power factor is less than 0.8 (80%), we recommend that you consider power factor correction concurrent with the installation of drives.

The use of VSDs that incorporate pulse width modulation (PWM) may produce over-voltages, which may cause premature failure of AC induction motors not rated for use with an inverter. We recommend that when installing PWM drives, you consider utilizing inverter-rated motors.

### Equipment Information

Fan or Pump ID(s): \_\_\_\_\_ (Example: feedwater pump #1; condenser water pump #1)

Device Code: \_\_\_\_\_ (Use list of applications types from page 2, or describe other)

Type of Area(s) Served by Fan(s) Or Pump(s): \_\_\_\_\_

Equipment Served by the Fan(s) Or Pump(s): \_\_\_\_\_

If Fan, Note Type: \_\_\_\_\_ (centrifugal, forward curve, backward curve, axial, etc.)

Fan or Pump Nominal HP: \_\_\_\_\_ (if multiple motors, list individual HPs)

Nominal HP	Nameplate Motor Efficiency

Fan or Pump Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

Full Load Design Conditions: \_\_\_\_\_ (CFM, GPM) Pressure: \_\_\_\_\_ (inches static, feet of water, PSI, other?)

Flow Existing Controls: \_\_\_\_\_ (discharge damper, inlet guide vanes, outlet control valve, bypass valve, etc.)

Existing Set Point: \_\_\_\_\_ (inches static, feet of water, PSI, other?)

### Operating Hours

The fan or pump operates the following hours: (Example: 0600 to 1800)

**Summer**

Weekdays \_\_\_\_\_ to \_\_\_\_\_

Saturdays \_\_\_\_\_ to \_\_\_\_\_

Sundays \_\_\_\_\_ to \_\_\_\_\_

Number of shifts per weekday: \_\_\_\_\_

Number of shifts per weekend day: \_\_\_\_\_

**Winter**

Weekdays \_\_\_\_\_ to \_\_\_\_\_

Saturdays \_\_\_\_\_ to \_\_\_\_\_

Sundays \_\_\_\_\_ to \_\_\_\_\_

### Motor Load

**Option 1 (Retrofit):** Measured Input Power Under Full Load: \_\_\_\_\_ kW (True RMS Power) \_\_\_\_\_ Power Factory

**Option 2 (Retrofit):** Measured Current and Voltage Under Full Load: \_\_\_\_\_ Amps \_\_\_\_\_ Volts

**Load Calculation =** \_\_\_\_\_ Volts X \_\_\_\_\_ Amps X \_\_\_\_\_ PF = \_\_\_\_\_ kW

**Option 3 (Retrofit or New):** Estimated Fan or Pump Load: \_\_\_\_\_ % Estimated Power \_\_\_\_\_ kW

If estimating load, provide description, assumptions, and formula used to calculate power: \_\_\_\_\_

### Proposed Operations

The proposed VSD will be automatically controlled to maintain the following set points:

Flow: \_\_\_\_\_ (CFM, GPM, other?) Pressure: \_\_\_\_\_ (inches static, feet of water, PSI, other?)

Other (describe): \_\_\_\_\_

### Table 5: Estimated VSD Speed in Future Operations

Percent Load	Summer		Winter	
	Weekday	Weekend	Weekday	Weekend
90% to 100%				
80% to 90%				
60% to 80%				
20% to 60%				
<b>Totals (100%)</b>				

## Eligibility Requirements

Prescriptive incentives will be provided for the installation of variable speed drives (VSDs) from 1-150hp for ONLY the installation types outlined in Table 1:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>a. Supply fan on constant volume supply air handler and VAV packaged HVAC unit [SFA]</li> <li>b. Return fan on constant volume return air handler and VAV packaged HVAC unit [RFA]</li> <li>c. Boiler draft fan [BDF]</li> <li>d. Cooling tower fan [CTF]</li> </ul> | <ul style="list-style-type: none"> <li>e. Chilled and condenser water distribution pump [CWP]</li> <li>f. Boiler feed water pump [FWP]</li> <li>g. Water source heat pump circulation pump [WHP]</li> <li>h. Heating hot water pump [HWP]</li> <li>i. Process cooling pump [PCP]</li> <li>j. Process exhaust and make-up fan [PE] (non VAV system)</li> </ul> |
|---|---|

All other VSD applications MUST file a custom application.

**VSDs must be controlled by an automatic signal in response to modulating air/water flows. The VSD speed must be automatically controlled by differential pressure, flow, or temperature.** Applicants must demonstrate significant load diversity that will result in savings through motor speed variation.

**NOTE:** The following VSD applications are NOT eligible for prescriptive incentives under this application:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>1. Forward curve fans with inlet guide vanes.</li> <li>2. Variable-pitch vane-axial fans.</li> <li>3. Planned replacement or replacement of previously failed VSD.</li> <li>4. VSD used for balancing.</li> <li>5. Two-speed cooling tower fans.</li> <li>6. VSD used as two-speed control of fan or pump.</li> </ul> | <ul style="list-style-type: none"> <li>7. VSD used to mitigate oversized motor installation.</li> <li>8. VFDs on pumps in municipal or private water supply or wastewater facilities used for applications other than HVAC circulating systems must apply for incentives through the custom application process.</li> </ul> |
|--|---|

Motors must be new NEMA-Premium, inverter-duty rated, 3-phase, 1-150 hp, open drip-proof (ODP), or totally enclosed fan-cooled (TEFC), 1200, 1800, or 3600 RPM motors. Motors must operate a minimum of 2,000 hours annually and meet/exceed the minimum efficiency levels listed in the tables below.

Minimum Efficiency Levels — Open Drip-Proof (ODP) Motors																		
NEMA Nominal Efficiency																		
Size (HP)	1	1.5	2	3	5	7.5	10	15	20	25	30	40	50	60	75	100	125	150
1200 RPM	82.5%	86.5%	87.5%	88.5%	89.5%	90.2%	91.7%	91.7%	92.4%	93.0%	93.6%	94.1%	94.1%	94.5%	94.5%	95.0%	95.0%	95.4%
1800 RPM	85.5%	86.5%	86.5%	86.5%	89.5%	91.0%	91.7%	93.0%	93.0%	93.6%	94.1%	94.1%	94.5%	95.0%	95.0%	95.4%	95.4%	95.8%
3600 RPM	77.0%	84.0%	85.5%	85.5%	86.5%	88.5%	89.5%	90.2%	91.0%	91.7%	91.7%	92.4%	93.0%	93.6%	93.6%	94.1%	94.1%	94.1%

  

Minimum Efficiency Levels — Totally Enclosed Fan-Cooled (TEFC) Motors																		
NEMA Nominal Efficiency																		
Size (HP)	1	1.5	2	3	5	7.5	10	15	20	25	30	40	50	60	75	100	125	250
1200 RPM	82.5%	87.5%	88.5%	89.5%	89.5%	91.0%	91.0%	91.7%	91.7%	93.0%	93.0%	94.1%	94.1%	94.5%	94.5%	95.0%	95.0%	95.8%
1800 RPM	85.5%	86.5%	86.5%	89.5%	89.5%	91.7%	91.7%	92.4%	93.0%	93.6%	93.6%	94.1%	94.5%	95.0%	95.4%	95.4%	95.4%	95.8%
3600 RPM	77.0%	84.0%	85.5%	86.5%	88.5%	89.5%	90.2%	91.0%	91.0%	91.7%	91.7%	92.4%	93.0%	93.6%	93.6%	94.1%	95.0%	95.0%

**Table 6: ECM Motor Table**

ECM Motors					
	Quantity	CFM Rating	Location	Dollars	Requested Incentive Dollars
Electronically Commutated Motors (ECM) for Fan-Powered Boxes & Fan Coils or HVAC Supply Fans Only				\$100	
				\$100	
				\$100	
				\$100	
				\$100	
				\$100	
				\$100	
				\$100	
				\$100	
				\$100	
				\$100	
				\$100	
				\$100	
				\$100	
				<b>Total</b>	

# 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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