

# 2019

## New Buildings, New Equipment, and Major Renovations

### Compressed Air



Apply online at [www.MassSaveApplicationPortal.com](http://www.MassSaveApplicationPortal.com)

#### Electric Program Administrators



Cape Light Compact  
Tel: 1-800-797-6699  
[www.capelightcompact.org](http://www.capelightcompact.org)  
[efficiency@capelightcompact.org](mailto:efficiency@capelightcompact.org)



Eastern Massachusetts:  
Tel: 1-844-887-1400  
[www.eversource.com](http://www.eversource.com)  
[efficiencyma@eversource.com](mailto:efficiencyma@eversource.com)

Western Massachusetts:  
Tel: 1-844-887-1400  
[www.eversource.com](http://www.eversource.com)  
[efficiencywmass@eversource.com](mailto:efficiencywmass@eversource.com)



National Grid  
Tel: 1-800-787-1706  
[www.nationalgridus.com](http://www.nationalgridus.com)  
[efficiency@nationalgrid.com](mailto:efficiency@nationalgrid.com)



Unitil  
Tel: 1-888-301-7700  
[www.unitil.com](http://www.unitil.com)  
[efficiency@unitil.com](mailto:efficiency@unitil.com)

#### Gas Program Administrators



Berkshire Gas  
Tel: 1-800-944-3212  
[www.berkshiregas.com](http://www.berkshiregas.com)  
[efficiency@berkshiregas.com](mailto:efficiency@berkshiregas.com)



Columbia Gas of Massachusetts  
Tel: 1-800-232-0120  
[www.ColumbiaGasMA.com](http://www.ColumbiaGasMA.com)  
[efficiency@columbiagasma.com](mailto:efficiency@columbiagasma.com)



Eversource Energy  
Tel: 1-844-887-1400  
[www.eversource.com](http://www.eversource.com)  
[efficiencyma@eversource.com](mailto:efficiencyma@eversource.com)



Liberty Utilities  
Tel: 1-508-324-7811  
[www.libertyutilities.com](http://www.libertyutilities.com)  
[efficiency@libertyutilities.com](mailto:efficiency@libertyutilities.com)



National Grid  
Tel: 1-800-787-1706  
[www.nationalgridus.com](http://www.nationalgridus.com)  
[efficiency@nationalgrid.com](mailto:efficiency@nationalgrid.com)



Unitil  
Tel: 1-888-301-7700  
[www.unitil.com](http://www.unitil.com)  
[efficiency@unitil.com](mailto:efficiency@unitil.com)

The New Construction Program is designed for commercial and industrial customers who are building new facilities, undergoing major renovations of an existing facility, or replacing failed equipment. The New Construction Program provides incentives as well as technical services that will facilitate the identification and installation of premium efficient equipment. Call your Program Administrator (“PA”) to arrange a convenient time to learn about strategies for designing and constructing a better building.

## Application Instructions

### 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 Program Administrator’s (PA’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 New Construction Application

### 3. Pre-Approval requirements:

- Contact your Program Administrator 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 PA’s pre-approval
- Return the required information to your Program Administrator 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 a new manufacturer’s technical specification sheets (“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 acknowledgement section of the original application

### Program details:

This incentive program covers applications created on or after January 1, 2019. Details including incentive levels, are subject to change without prior notice. Contact your Program Administrator for the latest program details.

**Once completed, send this Application Form to the Program Administrator serving the specific customer account where the selected efficiency measure(s) will be installed. Contact information for all Program Administrators can be found on Page 1 of this Application.**

**Alternatively, Applications can be created and submitted online using the Mass Save Application Portal ([www.MassSaveApplicationPortal.com](http://www.MassSaveApplicationPortal.com)). The Portal makes it possible to create and submit a single Application regardless of the number of measures, the number of end uses involved, and the types of projects or programs they span.**

**NOTE:** If you are interested in financing your project, please contact your energy efficiency Program Administrator to discuss terms and eligibility prior to purchasing your qualifying equipment. Further information can also be found on [www.masssave.com/en/learn/business/the-mass-save-financing-for-business-program/](http://www.masssave.com/en/learn/business/the-mass-save-financing-for-business-program/).

## ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION

### Indicate the Program Administrator for this Application

Cape Light Compact  
  Eversource  
  National Grid  
  Unitil

## CUSTOMER/ACCOUNT HOLDER INFORMATION

COMPANY NAME	CONTACT PERSON	APPLICATION DATE
INSTALL SITE	PHONE	FAX NUMBER
EMAIL ADDRESS	SQUARE FEET (COVERED BY THIS APPLICATION)	
STREET ADDRESS	CITY	STATE      ZIP
MAILING ADDRESS (IF DIFFERENT)	CITY	STATE      ZIP
ELECTRIC COMPANY NAME	ELECTRIC ACCOUNT NUMBER	
GAS COMPANY NAME	GAS ACCOUNT NUMBER	
<b>BUILDING TYPE (PLEASE PLACE "X" IN APPROPRIATE BALLOT BOX)</b>		
<input type="checkbox"/> ASSEMBLY <input type="checkbox"/> FAST FOOD <input type="checkbox"/> HOTEL <input type="checkbox"/> MULTI STORY RETAIL <input type="checkbox"/> RELIGIOUS <input type="checkbox"/> SMALL RETAIL <input type="checkbox"/> AUTOMOTIVE <input type="checkbox"/> FULL SERVICE RESTAURANT <input type="checkbox"/> LARGE REFRIGERATED SPACE <input type="checkbox"/> MULTIFAMILY HIGH-RISE <input type="checkbox"/> K-12 SCHOOL <input type="checkbox"/> UNIVERSITY <input type="checkbox"/> BIG BOX <input type="checkbox"/> GROCERY <input type="checkbox"/> LARGE OFFICE <input type="checkbox"/> MULTIFAMILY LOW-RISE <input type="checkbox"/> SMALL OFFICE <input type="checkbox"/> WAREHOUSE <input type="checkbox"/> COMMUNITY COLLEGE <input type="checkbox"/> HEAVY INDUSTRIAL <input type="checkbox"/> LIGHT INDUSTRIAL <input type="checkbox"/> OTHER: <input style="width: 100px; height: 15px;" type="text"/> <input type="checkbox"/> DORMITORY <input type="checkbox"/> HOSPITAL <input type="checkbox"/> MOTEL		
<b>PROJECT TYPE (select one)</b>		
<input type="checkbox"/> NEW BUILDING <input type="checkbox"/> EXPANSION OF AN EXISTING BUILDING <input type="checkbox"/> RENOVATION OF AN EXISTING BUILDING <input type="checkbox"/> CHANGE IN THE USE OF FUNCTION OF THE BUILDING SPACE <input type="checkbox"/> NEW CONTROLS FOR IMPROVED PERFORMANCE <input type="checkbox"/> NEW EQUIPMENT FOR NEW PROCESS OR EXPANDED OPERATION <input type="checkbox"/> PLANNED REPLACEMENT OF EQUIPMENT <input type="checkbox"/> REPLACEMENT OF FAILED EQUIPMENT		

## PAYMENT METHOD (PAYEE MUST SUBMIT A W-9 FORM)

PAYMENT TO: <input type="checkbox"/> CUSTOMER <input type="checkbox"/> VENDOR/INSTALLER	CUSTOMER – TAX ID# (REQUIRED)	VENDOR/INSTALLER – TAX ID# (REQUIRED IF RECEIVING INCENTIVE)
CHECK PAYABLE TO:	CUSTOMER COMPANY TYPE: <input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT	VENDOR COMPANY TYPE: <input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT

## VENDOR INFORMATION

VENDOR/INSTALLER	CONTACT NAME
STREET ADDRESS	CITY      STATE      ZIP
PHONE	EMAIL ADDRESS
DATE	VENDOR/INSTALLER AUTHORIZED SIGNATURE (NOT APPLICABLE IF CUSTOMER IS PAYEE.) <div style="text-align: center; color: red; font-size: 2em; font-weight: bold;">X</div>

## CUSTOMER ACCEPTANCE OF TERMS

PRE-INSTALLATION <input type="checkbox"/> I CERTIFY THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON THE BACK OF THIS FORM.	ANTICIPATED COMPLETION DATE
DATE	PRINT NAME      AUTHORIZED SIGNATURE <div style="text-align: center; color: red; font-size: 2em; font-weight: bold;">X</div>
POST-INSTALLATION <input type="checkbox"/> I CERTIFY THAT I HAVE SEEN THE ENERGY EFFICIENCY MEASURES THAT HAVE BEEN INSTALLED AND I AM SATISFIED WITH THEIR INSTALLATION.	
DATE	PRINT NAME      AUTHORIZED SIGNATURE <div style="text-align: center; color: red; font-size: 2em; font-weight: bold;">X</div>

## FOR PROGRAM ADMINISTRATORS ONLY

REQUIRED INSPECTIONS	DATE	INSPECTOR	PROJECT COSTS:	
PRE-INSPECTION:			LABOR \$:	
POST INSPECTION:				
APPROVAL	DATE	PROGRAM MANAGER	MATERIAL \$:	
PRE-APPROVED INCENTIVE:				
FINAL INCENTIVE:				

Prescriptive incentives are available for air compressors in accordance with the following rules.

- Accessory devices besides the prescriptive ECM's included on this form, will be handled as a separate stand alone Custom projects while the prescriptive measures (ie: compressor, receiver, dryer, drains and filters) for the same project continue on the standard prescriptive incentive track.
- Proposed compressor installations that satisfy all the requirements of the Prescriptive Approach, that also include significant energy conservation measures involving modifying the distribution system or reducing air consumption at the end uses, may apply for incentives under the Custom Approach.
- Correction of air leakage is generally the best opportunity for compressed air systems savings. These opportunities are supported under the Custom Approach.

### A. Variable Speed Air Compressor Incentives

1. Only new oil flooded rotary screw compressors for single compressors systems are eligible for prescriptive incentives. For scroll, reciprocating and oil free compressors follow the Custom Approach.
2. Only compressors with nameplate horsepower equal to or greater than 15 HP and less than or equal to 75 HP are eligible for Prescriptive incentives. For compressors with capacity rated in kW, rating shall be converted to HP for compliance check  $[= (kW) / (.746kW/HP)]$ .
3. Proposed compressor must have Variable Frequency Drive capacity control.
4. Prescriptive incentives are only applicable to compressors that operate at 145 psi or below.
5. Primary storage is required on all projects
  - a. For VFD the minimum requirement is 2 gallons per acfm of compressor capacity.
  - b. Storage from any existing tank mounted compressors remaining on site may not be counted toward minimum requirements.
  - c. Contact your Program Administrator's for assistance with storage rules.
6. Compressors must run a minimum of 2,000 hours a year. To calculate run hours, include only the hours that the end uses supplied by the compressor are operational, not the operating hours of the facility.
7. Compressors with VFDs recommended to have a minimum 3% impedance series reactor in its AC power input connection.
8. Provide a cut-sheet on compressor that states capacity (CFM) at the operating pressure specific to this project.

### B. Refrigerated Dryers for Air Compressors

- Dryers must serve a single air compressor with an input power rating of 75 HP or less.
- Dryer sizing shall be in line with the design capacity (acfm) of the single compressor it serves.
- Dryers shall be refrigerated, "thermal mass", cycling design. VSD refrigerated dryers also qualify.
- Dryer must operate a minimum of 2,000 hours.

### C. Zero-Loss Condensate Drains

- New construction and retrofit installations are eligible. Eligibility is limited to customers with compressed air systems containing a single operating compressor less than or equal to 75 HP in size.
- Equipment Eligibility: A Zero-Loss condensate drain designed to remove liquid water without venting compressed air must be purchased and installed on a qualifying compressed air system. Zero-Loss condensate drains purchased as requirements for other compressed air measures are eligible for individual incentives.

### D. Low Pressure Drop Filters

- New construction and retrofit installations are eligible.
- System pressure drop/reduction MUST be implemented and documented.
- Equipment Eligibility: Low-pressure drop filters must be purchased and installed in place of standard coalescing filters on compressed air systems with a single operating compressor 15 – 75 HP, and meet all other program terms and conditions. Low-pressure drop filters must meet the following criteria:
  1. Pressure loss at rated flow is  $\leq 1$  psi and  $\leq 3$  psi at element change
  2. Particulate filtration is 100% at  $\geq 3.0$  microns, 99.98% at 0.1 to 3.0 microns,  $\leq 5$  ppm liquid carryover
  3. Filter is deep-bed, "mist eliminator" style

### E. Engineered Nozzles

1. Normal and Early Replacement projects may be eligible for installing engineered nozzles that work on the principle of entrainment of building air with compressed air and provide effective air nozzle action while reducing compressed air system flow.
2. Prescriptive incentives apply to 1/8" and 1/4" nozzles.
3. Flow rates if known can be entered under site specific option. Otherwise default flow rates will be used to calculate energy savings.

## Compressed Air Measure Information

**Table 1: Air Compressor Incentives**

Horsepower	Incentive per HP Variable Speed
=or>15 hp and <25 hp	\$200/hp
=or>25 hp and <50 hp	\$150/hp
=or>50 hp and <=75 hp	\$100/hp

**Table 2: Refrigerated Dryer Incentives**

Incentive per CFM Cycling & VSD Dryers	\$5.25
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**Table 3: Storage Incentives**

Incentive per Gallon	\$2.75
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**Table 4: Zero-Loss Condensate Drain Incentives**

Incentive per Drain (limit 3 per facility)	\$125
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**Table 5: Low Pressure Drop Filter Incentives**

Incentive per Filter (limit 3 per facility)	\$0.80 / scfm
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**Table 6: Engineered Air Nozzles**

Incentive per Nozzle: 1/8" or 1/4"	\$20 / ea.
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**Table 7: Compressed Air System Incentive Calculations**

Air Compressor Description (Manufacturer & Model)	Rated HP & CFM	Operating PSI	Control Type*	Primary Storage (Gallons)	Hours/Wk	Compressor Loading (% Rated CFM)	Incentive Dollar per HP	Requested Incentive Dollars
<b>Example:</b> XYZ Company VSD 50 HP Model: #ABCDEF	50 HP 220 cfm	110	VSD	100	90	10hr@90% 30hr@30% 50hr@60%		
	HP cfm							

**Table 8: Refrigerated Dryer Incentive Calculations**

Refrigerated Dryer Manufacturer	Model Number	Dryer Type Cycling or VSD	Annual Operating Hours	Primary Storage	Rated CFM	Incentive Dollar per CFM	Requested Incentive Dollars
						\$5.25	

**Table 9: Compressor Storage Incentive Calculations**

Air Compressor CFM	Compressor Control Type: VSD	(A) Required Storage in Gallons	(B) Existing Storage in Gallons	(C) = (A - B) Additional Storage Requirement in Gallons	Incentive per Gallon	Requested Incentive Dollars
					\$2.75	

**Table 10: Zero-Loss Condensate Drain Incentive Calculations**

Manufacturer	Annual Operating Hours	Operating PSI	Inlet/Outlet Connection (inch)	Quantity of Installed Drains	Incentive per Drain	Requested Incentive Dollars
					\$125.00	

**Table 11: Low Pressure Drop Filter Incentive Calculations**

Manufacturer	Annual Operating Hours	Existing System PSI	Proposed System PSI	Quantity of Installed Filters	Filter Size (scfm)	Incentive per scfm	Requested Incentive Dollars
						\$0.80	

**Table 12: Engineered Nozzle Calculations**

Manufacturer	Quantity	Type (1/8", 1/4")	Annual Operating Hours	Operating PSI	SCFM Existing	SCFM Proposed	Incentive per Nozzle	Requested Incentive Dollars
							\$20.00	

\* Control Type: VSD - Variable Speed Drives

**Total Requested Incentive**

## Compressed Air Survey Document

The following information is to be completed by the equipment vendor in coordination with the customer. Please describe the major components of your existing facility compressor and compressed air system.

Existing Compressor (Manufacturer & Model)	Rated HP & CFM	Operating PSI	Control Type*	Existing Primary Storage (Gallons)	Operating Hours/Wk	Compressor Loading (% Rated CFM)	Original Install Date	Status After New Install**
<b>Example:</b> XYZ Company Model: #ABCDEF	50 HP 220 cfm	110	Mod	100	90	10hr@90% 30hr@30% 50hr@60%	1998	Removed
1.								
2.								
3.								

\* Modulating; VFD

\*\* Removed; Backup; Lead/Lag

\*\*\* When installing a new compressor and the existing compressor becomes lead or lag, the project will not qualify for an incentive as it will not be a single compressor system.

### COMPRESSED AIR SYSTEM OPERATIONAL ISSUES

How many shifts \_\_\_\_\_ and how does production vary? \_\_\_\_\_

What is the current system pressure at the furthest point from the compressor? \_\_\_\_\_ psi

What is the minimum pressure required for proper equipment operation? \_\_\_\_\_ psi

Any significant operational problems

- Inadequate pressure       Yes       No
- Moisture or air quality       Yes       No
- Production problems due to pressure fluctuations       Yes       No
- Other \_\_\_\_\_

Compressor Cooling Medium (air or water) \_\_\_\_\_

Number of Condensate Drains \_\_\_\_\_ Type \_\_\_\_\_ Timer Style Drain Setting \_\_\_\_\_

Dryer Type:

- Desiccant     Refrigerant     None

Dryer Capacity (CFM) \_\_\_\_\_

How many gallons of storage listed above are from tank mounted compressors? \_\_\_\_\_

Date of Last Leak Survey if Any \_\_\_\_\_

Would you like additional compressed air efficiency services?

- Compressed Air Challenge technical training       Yes       No
- Technical assistance with a more complex compressed air project       Yes       No
- Leak assessment assistance       Yes       No

For Compressed Air Challenge technical and training information please visit: [www.compressedairchallenge.org](http://www.compressedairchallenge.org)

## 1. Incentives

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

## 2. Definitions

- (a) "Approval Letter" means the letter issued by PA stating PA's approval of Customer's application, the maximum approved Incentives, required date of EEM completion, any changes to Customer's application and any other requirements of the PA related to the Incentives.
- (b) "Customer" means the commercial and industrial ("C&I") customer maintaining an active account for service with either a gas or electric distribution company.
- (c) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the PA.
- (d) "Facility" means the Customer location in Massachusetts served by the PA where EEMs are to be installed.
- (e) "Incentives" means those payments made by the PA to Customer pursuant to the Program and these Terms and Conditions. Incentives may also be referred to as "Rebates".
- (f) "Minimum Requirements Document" means the minimum requirements document that may be required by the PA, which, if so required, will be submitted with Customer's application and approved by PA.
- (g) "Program" means any of the energy efficiency programs offered to a C&I Customer by PA.
- (h) "PA" or "Program Administrator" means The Berkshire Gas Company, or Cape Light Compact JPE, or Columbia Gas of Massachusetts, or Eversource Energy, or Liberty Utilities, or National Grid, or Unitil, as applicable.
- (i) "Program Materials" means the documents and information provided or made available by the PA specifying the qualifying EEMs, technology requirements, costs and other Program requirements.

## 3. Application Process and Requirement for PA Approval

- (a) The Customer shall submit a completed application to the PA. The Customer may be required to provide the PA with additional information upon request by the PA. Customer will, upon request by the PA, provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. To the extent required by the PA or by applicable law, regulation or code, this analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located.
- (b) To be eligible for gas funded EEM's Customer must have an active natural gas account. To be eligible for electric funded EEM's a Customer must have an active electric account. Customers must meet any additional eligibility requirements set forth in the Program Materials.
- (c) The PA reserves the right to reject or modify Customer's application. The PA may also require the Customer to execute additional agreements, or provide other documentation prior to PA approval. If PA approves Customer's application, PA will provide Customer with the Approval Letter.
- (d) The PA reserves the right to approve or disapprove of any application or proposed EEMs.
- (e) Sections 3(a)-(c) do not apply in the event that the Program Materials explicitly state that no Approval Letter is required for the Program. In such an event, Customer must submit to PA the following: (i) completed and signed Program rebate form, (ii) original date receipts for purchase and installation of EEMs, and (iii) any other required information or documentation within such time as Program Materials indicate.

## 4. Pre- and Post-Installation Verification; Monitoring and Inspection

- (a) Customer shall cooperate and provide access to Facility and EEM for PA's pre-installation and post-installation verifications. Such verifications must be completed to PA's satisfaction.
- (b) Customer agrees that PA may perform monitoring and inspection of the EEMs for a three year period following completion of the installation in order to determine the actual demand reduction and energy savings.

## 5. Installation Schedule Requirements

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

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

- (a) The PA reserves the right to adjust and/or negotiate the Incentive amount. PA will pay no more than the cost to Customer of purchasing and installing the EEM, the calculated incremental cost, the prescriptive rebate on the form, or the amount in the Approval Letter (unless such Approval Letter is not required), whichever is less.
- (b) PA shall not be obligated to pay the Incentive amount until all the following conditions are met: (1) PA approves Customer's application and provides the Approval Letter (unless an Approval Letter is not required by the terms of the Rebate), (2) satisfactory completion of pre-installation and post-installation verifications by PA, (3) purchase and installation of EEMs in accordance with Approval Letter, Program Materials, Minimum Requirements Document, Customer's application and these Terms and Conditions, (4) all applicable permits, licenses and inspections have been obtained by Customer, (5) PA's receipt of final drawings, operation and maintenance manuals, operator training, permit documents, and other reasonable documentation, and (6) PA's receipt of all invoices for the purchase and installation of the EEMs.
- (c) All EEM invoices will include, at the minimum, the model, quantity, labor, materials, and cost of each EEM and/or service, and will identify any applicable discounts or other incentives.
- (d) PA reserves the right, in its sole discretion, to modify, withhold or eliminate the Incentive if the conditions set forth in Section 6(b) are not met.
- (e) Upon PA's written request, Customer will be required to refund any Incentives paid in the event that Customer does not comply with these Terms and Conditions and Program requirements.
- (f) PA shall use commercially reasonable efforts to pay the Incentive amount within forty-five (45) days after the date all conditions in Section 6(b) are met.

## 7. Contractor Shared Savings Arrangements

If EEMs are being installed by a contractor under a shared savings arrangement, in which the contractor's compensation is based on the savings achieved, the PA maintains the right to determine the cost of purchasing and installing the EEMs.

## 8. Maintenance of EEMs

Customer shall properly operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms thereof for the life of the equipment.

## 9. Program/Terms and Conditions Changes

Program terms and materials (including these Terms & Conditions) may be changed by the PA at any time without notice. The PA reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the Approval Letter.

## 10. Publicity of Customer Participation

The Customer grants to the PA the absolute and irrevocable right to use and disclose for promotional and regulatory purposes (a) any information relating to the Customer's participation in the Program, including, without limitation, Customer's name, project energy savings, EEMs installed, and incentive amounts, and (b) any photographs taken of Customer, EEMs, or Facility in connection with the Program, in any medium now here or hereafter known.

**11. Indemnification and Limitation of the PA's Liability**

To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless PA, its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program, caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, or any contractor, subcontractor, agent, or third party hired by or directly or indirectly under the control of the Customer, including any party directly or indirectly employed by or under the control of any such contractor, subcontractor, agent, or third party or any other party for whose acts any of them may be liable.

To the fullest extent allowed by law, the PA's aggregate liability, regardless of the number or size of the claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the PA and its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives shall not be liable to the Customer or any third party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the PA and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

**12. No Warranties or Representations by the PA**

- (a) THE PA DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PA MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE PA AND THE PA MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PA's OTHER DOCUMENTS.
- (b) Review of the design and installation of EEMs by PA is limited solely to determine whether Program requirements have been met and shall not constitute an assumption by PA of liability with respect to the EEMs. Neither the PA nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The PA does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
- (c) PA is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (d) No activity by the PA includes any kind of safety, code or other compliance review.

**13. Customer Responsibilities**

Customer is responsible for all aspects of the EEMs and related work including without limitation, (a) selecting and purchasing the EEMs, (b) selecting and contracting with the contractor(s), (c) ensuring contractor(s) are properly qualified, licensed and insured, (d) ensuring EEMs and installation of EEMs meet industry standards, Program requirements and applicable laws, regulations and codes, and (e) obtaining required permits and inspections. PA reserves the right to (a) deny a vendor or contractor providing equipment or services, and (b) exclude certain equipment from the Program.

**14. Removal of Equipment**

The Customer shall properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. Customer will not re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the PA, and assumes all risk and liability associated with the reuse and disposal thereof.

**15. Energy Benefits**

Other than the (i) the energy cost savings realized by Customer, (ii) energy or ancillary service market revenue achieved through market sensitive dispatch, (iii) alternative energy credits, and (iv) renewable energy credits, the PA has the unilateral rights to apply for any credits or payments resulting from the Program or EEMs. Such credits and payments include but are not limited to: (a) ISO-NE capacity, (b) forward capacity credits, (c) other electric or natural gas capacity and avoided cost payments or credits, (d) demand response program payments. Except for the credits and payments set forth in (i)-(iv) of this Section, Customer agrees not to, directly or indirectly, file payments or credits associated with the Program or EEMs, and further will not consent to any other third party's right to such payments or credits without prior written consent from the PA. PA's rights under this Section are irrevocable for the life of the EEMs unless the PA provides prior written consent.

**16. Customer Must Declare and Pay All Taxes**

The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. The PA is not responsible for the payment of any such taxes.

**17. Counterpart Execution; Scanned Copy.**

Any and all Program related agreements and documents may be executed in several counterparts. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original.

**18. Miscellaneous**

- (a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- (b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- (c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Any claim or action arising under or related to the Program or arising between the parties shall be brought and heard only in a court of competent jurisdiction located in the Commonwealth of Massachusetts.
- (d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- (e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the PA.
- (f) Sections 4(b), 10, 11, 12, 14, 15 & 18 shall survive the termination or expiration of the Customer's participation in the Program.