

## APPLICATION FOR CONNECTEDSOLUTIONS FOR COMMERCIAL / INDUSTRIAL CUSTOMERS

**ALL FIELDS WITH AN \* ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION**

**Indicate the Program Administrator for this Application**

Cape Light Compact     
  Eversource<sup>1</sup>     
  National Grid     
  Unitil

### CUSTOMER / ACCOUNT HOLDER INFORMATION

COMPANY NAME*	CONTACT PERSON*	ELECTRIC ACCOUNT NUMBER*	
PHONE	EMAIL ADDRESS*		
STREET ADDRESS*	CITY*	STATE*	ZIP*

<sup>1</sup> Please note. For Eversource customers, visit the Save Money & Energy of Eversource.com to download an application

### CURTAILMENT SERVICE PROVIDER INFORMATION

CURTAILMENT SERVICE PROVIDER*	<input type="checkbox"/> CPOWER	<input type="checkbox"/> ENEL-X	<input type="checkbox"/> IPKEYS	<input type="checkbox"/> VOLTUS	<input type="checkbox"/> OTHER
IF OTHER: CURTAILMENT SERVICE PROVIDER NAME			IF OTHER: CURTAILMENT SERVICE PROVIDER TAX ID#		
<input type="checkbox"/> NONE (DIRECT PARTICIPANT)					
FOR DIRECT PARTICIPANTS ONLY:		CUSTOMER TAX ID#	CUSTOMER COMPANY TYPE		CHECK PAYABLE TO
			<input type="checkbox"/> INC. <input type="checkbox"/> NOT INCOPP. <input type="checkbox"/> EXEMPT		

### CUSTOMER / ACCOUNT HOLDER CURTAILMENT COMMITMENT

CONNECTED SOLUTIONS OFFERS CUSTOMERS TWO OPTIONS FOR SUMMER PARTICIPATION AND ONE OPTION FOR WINTER PARTICIPATION. FOR DETAILED DESCRIPTIONS OF EACH OPTION, PLEASE SEE THE INFORMATION ON THE MASS SAVE WEBSITE.

PLEASE SELECT ONE		SUMMER		WINTER	
SUMMER OPTION AND/OR ONE WINTER OPTION	<input type="checkbox"/> TARGETED DISPATCH <input type="checkbox"/> DAILY DISPATCH		<input type="checkbox"/> TARGETED DISPATCH		
CURTAILMENT COMMITMENT*	USING GENERATOR FOR CURTAILMENT*			CO-PARTICIPATING IN ISO-NE FCM*	
kW	<input type="checkbox"/> NO <input type="checkbox"/> YES: NATURAL GAS <input type="checkbox"/> YES: DIESEL		<input type="checkbox"/> YES <input type="checkbox"/> NO		
PRIMARY TECHNOLOGY USED TO CURTAIL		<input type="checkbox"/> HVAC <input type="checkbox"/> LIGHTING <input type="checkbox"/> PROCESS <input type="checkbox"/> OTHER			

### CUSTOMER ACCEPTANCE OF TERMS

I CERTIFY THAT ALL STATEMENTS MADE IN THE 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.

DATE	PRINT NAME	AUTHORIZED SIGNATURE
		X

## 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)



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

## TERMS AND CONDITIONS

### 1. Incentives

Subject to these Terms & Conditions, the Program Administrator will pay Incentives to the Customer or their designated vendor based on curtailment performance.

### 2. Definitions

- a) "Customer" means the commercial and industrial ("C&I") customer maintaining an active account for service with a PA's electric distribution company, or in the case of a Program Administrator which is a municipal aggregator, maintains an account for service with the distribution company serving the territory of such Program Administrator, and who satisfies the Program eligibility requirements established by the Program Administrator.
- b) "DRM" are those demand reduction measures described in the Program Materials or other Custom Measures.
- c) "Facility" means the Customer location served by the Program Administrator where DRMs are to be implemented.
- d) "Incentives" means those payments made by the Program Administrator to Customers or to their designated vendor pursuant to the Program Materials and these Terms and Conditions. Incentives may also be referred to as "Rebates".
- e) "Program" means the DRMs offered by the Program Administrator to Customers.
- f) "Program Administrator" or "PA" means Cape Light Compact JPE, or Eversource Energy, or National Grid, or Unitil, as applicable.
- g) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying DRMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements, and application forms.

### 3. Application Process and Requirement for Program Administrator Approval

- a) The Customer or their designated vendor shall submit a completed application in the form specified by the Program Administrator.
- b) The Program Administrator reserves the right to approve or disapprove of any application or proposed DRMs.

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

- a) The PA reserves the right to adjust and/or negotiate the Incentive amount.
- b) PA shall not be obligated to pay the Incentive amount until all the following conditions are met:
  - (1) PA approves Customer's application
  - (2) all applicable permits, licenses and inspections have been obtained by Customer,
- c) Upon PA's written request, Customer will be required to refund any Incentives paid if Customer does not comply with these Terms and Conditions and Program requirements.
- d) PA shall use commercially reasonable efforts to pay the Incentive amount within forty-five (45) days after the end of the program season.

### 5. Program/Terms and Conditions Changes

The Program Administrator reserves the right, for any reason, to withhold approval of projects and any DRMs, 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 application approval by the Program Administrator.

### 6. Publicity of Customer Participation

The Customer grants to the Program Administrator the right to use and reference for promotional and regulatory purposes the Customer's participation in the Program, the details of the DRM project and the energy savings and/or demand reduction, the amount of Incentives paid to the Customer, and any other information relating to the Customer's participation in the Program.

### 7. Indemnification and Limitation of the Program Administrator's Liability

Customer shall indemnify, defend and hold harmless Program Administrator, its affiliates and their respective contractors, officers, directors, 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 ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. To the fullest extent allowed by law, the Program Administrator's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the Customer or any other 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 Program Administrator and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the DRMs, the performance of the DRMs, the Program, or these Terms and Conditions.

### 8. No Warranties or Representations by the Program Administrator

- a) THE Program Administrator DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE Program Administrator 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 Program Administrator AND THE Program Administrator 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 Program Administrator's OTHER DOCUMENTS.

- b) Neither the Program Administrator nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the DRMs is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits or energy savings and/or demand reduction to be achieved by the DRMs or the adequacy or safety of the DRMs.
- c) Customer and/or their designated vendor acknowledge and agree that they are responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert (not the Program Administrator) for all aspects of the DRMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and/or their designated vendor and that the same is properly installed and suitable for Customer's or Vendor's purposes; and determining if work was properly performed.
- d) Customer and/or their designated vendor agree and acknowledge that Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- e) The provisions of this Section 10 shall survive the termination, cancellation or completion of the Customer's or their designated vendor's participation in the Program.

#### **9. Equipment, Contractor Selection and Contracting**

Customer or their designated vendor is responsible for selecting and contracting with the design and installation contractor(s). The Vendor shall be responsible for enforcing all such contracts and for assuring that the DRMs meet Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Customer and Vendor acknowledge that the Program Administrator reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or services. The Program Administrator also has the right to exclude certain equipment from the Program.

#### **10. Removal of Equipment**

The Customer or their designated vendor agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment and components in accordance with all applicable laws, and regulations and codes. The Customer or their designated vendor agrees not to re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the Program Administrator, and assumes all risk and liability associated with the reuse and disposal thereof.

#### **11. Energy and Demand Reduction Benefits**

The Program Administrator is entitled to 100% benefits & rights associated with the measure. However, for the CONNECTEDSOLUTIONS FOR COMMERCIAL AND INDUSTRIAL CUSTOMERS Program, the Program Administrator agrees to waive or transfer ownership rights to the customer or their designated vendor for the ISO New England forward capacity market (FCM) annual, monthly capacity supply obligation (CSO), and Clean Peak Energy Certificates (CPECs).

#### **12. Customer and Vendor Must Declare and Pay All Taxes**

The benefits conferred upon the Customer or their designated vendor 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 assessed to Customer. Vendor is responsible for declaring and paying all such taxes assessed to Vendor. The Program Administrator is not responsible for the payment of any such taxes.

#### **13. Sharing Customer Data with Curtailment Service Providers and the Department of Environmental Resources (DOER)**

By signing this form, the customer authorizes the customer's Program Administrator to share the customer's data related to the Connected Solutions Program with the customer's Curtailment Service Provider. This information includes but is not limited to the customer's utility meter data and the customer's performance in demand response events. By signing this form, the customer authorizes the customer's Program Administrator to share the customer's Connected Solutions registration status with the DOER.

#### **14. Counterpart Execution; Scanned Copy**

Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

#### **15. 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.
- 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 Program Administrator.
- f) The provisions of Sections 4, 5, 6, 7, 8, 9, 10, 11, and 12 (including any other sections herein that specifies by its terms that it survives termination) shall survive the termination or expiration of the Customer's participation in the Program.

#### **16. PA Acceptance of Application and Customer's Participation Timeframe**

The customer's participation in the Program shall take effect on the date the PA approves of the Application for an initial term of one (1) year and shall automatically renew itself annually for additional one (1) year terms unless the customer notifies the inverter manufacturer of its intention to withdraw from the Program or the PA terminates the customers' participation in accordance with the above terms and conditions.