

# Equipment & Systems Performance Optimization

## Monitoring Based Commissioning

### 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 includes retro-commissioning (RCx) and operations & maintenance (O&M). Through the Program, National Grid also supports customer's proactive efforts to achieve energy savings through monitoring-based commissioning (MBCx) at the equipment, system or whole building/process level.

This application is for the Monitoring Based Commissioning Track based on a custom pay-for-performance approach. For a prescriptive-like, individual measure-focused approach to retro-commissioning, please see the Low Cost Tuning Measures Track Application. For a comprehensive custom approach to retro-commissioning with potential support for investigation, please see the Targeted Systems and Whole Building & Process Tuning Track Application.

#### Incentive Levels

Incentives for the Monitoring Based Commissioning Track are offered at \$0.17/kWh and \$1.20/therm on a pay-for-performance basis. Achieved savings will be confirmed by National Grid before incentive is issued.

Incentives are capped at 100% of the implementation costs for each measure. However, where cost effective energy savings warrant, Program Administrators can assist customers in recouping the costs of MBCx system installation (if during the first year of monitoring and/or annual subscription fees for MCBx platforms (for subsequent years of monitoring). Please contact National Grid with the Project Enrollment information request in this application for further details on eligibility.

#### Eligibility Requirements

- 1. Is your facility eligible for the Equipment & Systems Performance Optimization Program, including the Monitoring Based Commissioning Track?**
  - All systems must be existing and already be installed in a commercial, industrial, institutional, educational, or municipal building within an electric National Grid's service territory.
  - Systems/facility must not be at end of life or nearing planned retirement.
  - Proposed projects cannot be part of a larger, time-dependent, new construction or major renovation project that is mandated by State Building Code.
  - Systems/facilities must average 2,000 or more operating hours per year.
  - Energy savings measures (at the same customer location) are not eligible to receive additional incentives if those measures were implemented and received program incentives via the Custom Retro-commissioning or Pay-for-Performance programs within the past five years.
- 2. Does your Control System meet the needs of the Monitoring Based Commissioning Track?**
  - Control System must be in working order and not at end of life.
  - Control System must be capable of interfacing successfully with the selected monitoring-based commissioning platform. Prior to completing your application, you will work with your Program Administrator and monitoring based commissioning provider to ensure functionality.
- 3. What additional conditions apply to the Monitoring Based Commissioning Track?**
  - This Track assumes the identified energy savings measures are implemented and customer is committed to energy monitoring and on-going energy tracking for a minimum of three years.
  - 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 Program Administrator for guidance.
  - Measures implemented and incentivized through this monitoring-based commissioning program are expected to persist within the site monitoring and/or continuous commissioning system for a minimum of the life of the measure.
  - Implemented measures and corresponding approved savings are subject to post-installation verification, including but not limited to the right for the Program Administrator to inspect upon implementation and/or to revisit the customer site to assess measure status for the lifetime of the measure. If the implemented measure or measures are no longer part of the site monitoring and/or continuous commissioning system, the Program Administrator will work with the customer to take corrective action in order to facilitate oversight of the measure in such system.

These programs are funded by the energy efficiency charge on all customers' utility bills, in accordance with Rhode Island law.

Equipment & Systems Performance Optimization 2022 Retrofit Program RI

### APPLICATION PROCESS

#### 1. Project Enrollment

I. Complete & Submit Application including the requested information (below) for each facility:

- Facility Description & Use Summary
  - Key equipment and controls information
  - Annual energy usage
  - EUI benchmarking, if available
  - Provide a description of all buildings and corresponding billing account numbers served by a central MBCx system, if applicable
- Identify monitoring and/or continuous commissioning system to be enrolled with the Program Administrator
  - Describe the basic infrastructure and methodology comprising the monitoring and/or continuous commissioning system
- Vendor Description & Service Offering
  - Brief Vendor description
  - What services are offered by the Vendor? (e.g. Measure prioritization, implementation of identified measures, energy engineering services & calculations, etc.)
- Description of agreement in place between the Customer & Vendor
  - Include term of agreement (years)
  - Include cost to install system and any subscription fees
- Other Information requested
  - Identify and establish roles of key customer (site) staff involved in the monitoring-based commissioning process

#### 2. Measure Identification

I. Identify eligible energy conservation measures through the monitoring based commissioning process

#### 3. Seek Measure-Level Pre-Approval (Optional)

I. Submit energy conservation measures to PA for Pre-Approval to implement

- Vendor to provide both Customer and PA with information on energy conservation measure(s) identified through the monitoring based commissioning process. Submission to include:
  - Measure descriptions
  - Measure energy savings estimates
  - Proposed timeframe for monitoring and trending of identified measures
  - Estimated cost of implementation including value of staff, vendor, or contractor hours and any additional expected costs necessary to complete the project
  - Relevant pre-implementation data trend(s) and expected post-installation results
  - Summarize savings estimates for multiple measures in the spreadsheet included in the compressed folder this application was originally downloaded in

II. Receive Pre-Approval to implement energy conservation measure(s) with:

- Agreed upon timeframe of trending and data requirements
- Estimated incentive amount based upon projected pre-approved savings which shall be subject to post-verification including trending

III **Note: For enrolled MBCx projects where measures were not pre-approved prior to implementation, please contact your Program Administrator to confirm eligibility under this pay-for-performance structure.**

#### 4. Implementation

I. Perform Necessary Work to Implement Approved Measures

#### 5. Completion

I. Submit Signed Final Documents to your Program Administrator

- Within the agreed upon timeframe, submit the following:
  - Application with Customer's Post-Installation Signature
  - Updated measure description
  - Updated measure savings calculations
  - Relevant and agreed upon pre and post implementation data trends
  - Updated spreadsheet summarizing achieved savings
  - Invoices and/or work orders proving implementation

II. Receive Incentives upon Receipt of All Required Documentation by PA

III. Maintain Tuning Measures

- Ensure implemented tuning measures are monitored, tracked and maintained
- Permit PA to verify project persistence, including that implemented measures are not manually overridden or no longer within a site monitoring and/or continuous commissioning system

**ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION.**

CUSTOMER/ACCOUNT HOLDER INFORMATION			
COMPANY NAME	CONTACT PERSON	APPLICATION DATE	
INSTALL SITE	PHONE	FAX	
EMAIL ADDRESS	SQUARE FEET <i>(Covered by this application)</i>		
STREET ADDRESS	CITY	STATE	ZIP
MAILING ADDRESS <i>(if different)</i>	CITY	STATE	ZIP
ELECTRIC COMPANY NAME	ELECTRIC ACCOUNT NUMBER <i>(or copy of electric bill)</i>		
GAS COMPANY NAME	GAS ACCOUNT NUMBER <i>(or copy of gas bill)</i>		
<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"/> K-12 SCHOOL <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"/> SMALL OFFICE <input type="checkbox"/> BIG BOX <input type="checkbox"/> GROCERY <input type="checkbox"/> LARGE OFFICE <input type="checkbox"/> MULTIFAMILY LOW-RISE <input type="checkbox"/> SMALL RETAIL <input type="checkbox"/> COMMUNITY COLLEGE <input type="checkbox"/> HEAVY INDUSTRIAL <input type="checkbox"/> LIGHT INDUSTRIAL <input type="checkbox"/> OTHER <input type="checkbox"/> UNIVERSITY <input type="checkbox"/> DORMITORY <input type="checkbox"/> HOSPITAL <input type="checkbox"/> MOTEL <input type="checkbox"/> RELIGIOUS <input type="checkbox"/> WAREHOUSE			
<b>Project Type (Select one)</b> <input type="checkbox"/> CHANGE IN THE USE OR FUNCTION OF THE BUILDING SPACE <input type="checkbox"/> NEW BUILDING <input type="checkbox"/> EXPANSION OF AN EXISTING BUILDING <input type="checkbox"/> PLANNED REPLACEMENT OF EQUIPMENT <input type="checkbox"/> NEW EQUIPMENT FOR NEW PROCESS OR EXPANDED OPERATION <input type="checkbox"/> RENOVATION OF EXISTING EQUIPMENT <input type="checkbox"/> NEW CONTROLS FOR IMPROVED OPERATIONS <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# <i>(Required)</i>	VENDOR/INSTALLER TAX ID# <i>(Required if receiving incentive)</i>
CHECK PAYABLE TO:	COMPANY TYPE: <input type="checkbox"/> INCORPORATED <input type="checkbox"/> NOT INCORPORATED <input type="checkbox"/> EXEMPT	VENDOR COMPANY TYPE: <input type="checkbox"/> INCORPORATED <input type="checkbox"/> NOT INCORPORATED <input type="checkbox"/> EXEMPT

VENDOR INFORMATION			
AUTHORIZED VENDOR/INSTALLER	CONTACT NAME		
STREET ADDRESS	CITY	STATE	ZIP
PHONE	EMAIL ADDRESS		
DATE	VENDOR/INSTALLER AUTHORIZED SIGNATURE <b>X</b> <i>(Not applicable if customer is payee.)</i>		

CUSTOMER ACCEPTANCE OF TERMS		
<b>PRE-INSTALLATION</b> <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 <b>X</b>
<b>POST-INSTALLATION</b> <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 <b>X</b>

FOR PROGRAM ADMINISTRATOR ONLY			
<b>REQUIRED INSPECTIONS</b>	DATE	INSPECTOR	PROJECT COSTS:
PRE-INSPECTION:			
POST-INSPECTION:			LABOR \$:
<b>APPROVAL</b>	DATE	PROGRAM MANAGER	MATERIAL \$:
PRE-APPROVED INCENTIVE:			
FINAL INCENTIVE:			

**TERMS AND CONDITIONS****1. Incentives**

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

**2. Definitions**

- a. "Customer" means the customer maintaining an account for service with the Program Administrator, and who satisfies the Program eligibility requirements established by the Program Administrator.
- b. "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the Program Administrator.
- c. "Facility" means the Customer location served by the Program Administrator where EEMs are to be installed.
- d. "Incentives" means those payments made by the Program Administrator to Customers pursuant to the Program and these Terms and Conditions.
- e. "National Grid" means [The Narragansett Electric Company d/b/a National Grid, as applicable].
- f. "Program" means the energy efficiency program offered by the Program Administrator to Customers.
- g. "Program Administrator" means National Grid.
- h. "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements, application forms and approval letters.

**3. Application Process and Requirement For Program Administrator Approval**

- a. The Customer shall submit a completed application in the form specified by the Program Administrator. Submission of a completed application does not alone entitle Customer to participation in the Program. Program Administrator reserves the right to reject any application, prior to pre-approval, for any reason whatsoever. In addition, at the Program Administrator's discretion, the Customer may be required to provide the Program Administrator with a copy of the detailed specifications and scope of work, as well as an analysis of the savings and/ or demand reduction, for the EEMs proposed for approval. Customer will upon request by the Program Administrator provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. This analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located to the extent required by the Program Administrator or by applicable law, regulation or code.
- b. The Program Administrator will review the Customer's application and supporting documentation to determine the energy savings and demand reduction potential. The Program Administrator reserves the right to reject or modify any calculations, based on the Program Administrator's own analysis.
- c. The Program Administrator is not obligated to pay any Incentives unless the authorized representative of the Program Administrator issues an approval letter regarding the EEMs proposed by the Customer, and any necessary pre- and post- installation verification activity is successfully completed by the Program Administrator. The Program Administrator's approval letter shall state the maximum approved Incentive amount and the date by which the EEMs must be fully installed and operational to qualify for Incentive payments. The Program Administrator may also require the Customer to execute additional agreements, or provide other documentation regarding the proposed EEM installation and Incentive payment(s).
- d. The Customer will have no right to receive, and the Program Administrator will have no obligation to pay, Incentives for any EEMs that have not been approved in writing in advance by the Program Administrator, unless the Program Materials state that such prior approval is not required. Further, the Program Administrator is not obligated to pay Incentives for projects which were pre-approved but are determined to not comply with Program requirements after installation is complete.
- e. The Program Administrator reserves the right to approve or disapprove of any application or proposed EEMs.
- f. The Program Administrator will only pay incentives for the specific EEMs listed on the front of the application. If the customer has received an Upstream incentive for a measure listed on this form, the customer is not eligible to receive an additional incentive for the same measure.

**4. Pre- and Post-Installation Verification and Follow-Up Visits**

- a. The Program Administrator is not obligated to pay any Incentives until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. If the Program Administrator determines that any EEMs were not installed in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval, the Program Administrator shall have the right to require modifications before having the obligation to make any Incentive payments. At its discretion the Program Administrator may also withhold payment of Incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training, and the Program Administrator has received documentation detailing the installation of the EEMs in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval.
- b. Program Administrator reserves the right to make a reasonable number of follow-up visits to the Facility during the twenty-four months following the actual completion date noted on the customer report. Such visit(s) will occur at times mutually agreed upon by Program Administrator and Customer. The purpose of the follow-up visits is to provide the Program Administrator with an opportunity to review the operation of the EEMs and not to impact on the Incentives paid to the Customer.

**5. Monitoring and Inspection**

The Program Administrator reserves the right to 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. As a condition of receiving an Incentive, the Customer agrees to provide access and information to the Program Administrator and cooperate with the Program Administrator regarding such activity.

**6. Site-Specific Custom Measures**

The Program Administrator will only approve of those site-specific custom EEMs that the Program Administrator believes have cost-effective energy savings potential. In any case, the Program Administrator reserves the right to approve or disapprove of any such EEMs proposed by Customer.

**7. Incentive Amounts**

- a. The Program Administrator reserves the right to adjust and/or negotiate the Incentive amount, prior to pre-approval or as set forth in these Terms and Conditions and the Program Materials.
- b. Once an Incentive amount is pre-approved, the Program Administrator will pay no more than the cost to the Customer of purchasing and installing the EEM, or the pre-approved Incentive amount, whichever is less.
- c. The Program Administrator reserves the right to reduce or eliminate the Incentive amount if (1) the quantity and/or qualifying costs of EEMs actually installed differs from the pre-approved amounts, or (2) the EEMs were not installed in accordance with these Terms and Conditions, the Program Materials or the Program Administrator's approval, or which have not been properly maintained, have been altered or disconnected, or in the event of a shutdown or significant reduction of operations at the facility where the EEMs are located. In addition the Customer shall be obligated to refund such Incentive amounts paid by the Program Administrator where the projected energy savings have not been achieved as a result of the foregoing circumstances.

**8. Equipment and Installation**

Customer shall be responsible for ensuring that the EEMs are installed and operated in accordance with applicable laws, regulations and codes and that all applicable permits and inspections are obtained. Customer shall provide the Program Administrator with copies of all invoices and related documents (including all materials, labor, and equipment discounts) relating to the purchase and installation of the EEMs. The itemized invoices shall include detail of all EEMs including the model, quantity and cost for each EEM, and shall identify any applicable discounts or Incentives. The Customer shall provide detail on the installation location of the EEMs in the format specified by the Program Administrator, and such other documentation and information as the Program Administrator may request, including, without limitation, copies of permits and contractor and supplier invoices, orders and records. The Program Administrator reserves the right to determine in its reasonable discretion the appropriate costs of EEMs in order to calculate the Incentive amount. Program Administrator will recognize installation costs only to the extent that such costs are reasonable (as determined by Contractor Administrator) and actually incurred by the Customer.

**9. Installation Schedule Requirements**

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

**10. Incentive Payment Conditions**

Provided that the Customer has satisfied its obligations, the Program Administrator shall use commercially reasonable efforts to pay each Incentive amount to the Customer within forty-five (45) days after all of the following conditions are met: (1) Program Administrator's approval of the EEM project has been provided; (2) all applicable permits, licenses and inspections have been obtained by the Customer; (3) installation of the EEMs has been completed in accordance with the requirements hereof; and (4) the Program Administrator has verified all product and installation costs and the satisfactory installation of the EEMs, all in accordance with the terms hereof. Customer shall not assign any of its rights or obligations referenced in these Terms and Conditions or in the Program Materials (including, without limitation, the right to receive Incentive payments) without first obtaining the written consent of the Program Administrator.

**11. Contractor Shared Savings Arrangements**

If EEMs are being installed by a contractor under a shared savings arrangement, the Program Administrator reserves the right to determine the cost of purchasing and installing the EEMs.

**TERMS AND CONDITIONS****12. Maintenance of EEMs**

Customer acknowledges and agrees that Customer shall operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms hereof, and shall replace consumable parts and other components with comparable or superior efficient products at the Customer's expense. Customers who install energy-efficient lighting EEMs are expected to replace any of the energy-efficient lights that burn out with lights of similar or superior energy savings efficiency at the Customer's expense.

**13. Program/Terms and Conditions Changes**

Program expenditures, requirements and eligibility, and these Terms & Conditions, may be changed by the Program Administrator at any time without notice. The Program Administrator 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 in effect at the time of the pre-approval by the Program Administrator.

**14. Customer Information on Participation**

The Customer grants to National Grid the right to use and reference the Customer's participation in the Program and the energy savings relating to the Customer's participation in the Program for regulatory purposes. National Grid shall keep Customer's information in strict confidence, shall exercise reasonable care to maintain the confidentiality, and shall not divulge Customer's information to any third party without the prior written consent of the Customer, except to the extent expressly permitted by these Terms and Conditions.

**15. 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, and 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 EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

**16. 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 MATERIALS OR OTHER DOCUMENTS PROVIDED BY PROGRAM ADMINISTRATOR.
- b. Neither the Program Administrator 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 Program Administrator 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. Customer acknowledges and agrees that it is solely 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 EEMs 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 that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed.
- d. Customer agrees and acknowledges 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. By participating in the Program, the Customer acknowledges and agrees that no activity by the Program Administrator includes any kind of safety, code or other compliance review.
- f. The provisions of this Section 16 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

**17. Equipment, Contractor Selection and Contracting**

Customer is responsible for selecting and purchasing the EEMs and selecting and contracting with the design and installation contractor(s). The Customer shall be responsible for enforcing all such contracts and for assuring that the EEMs 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 acknowledges 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.

**18. Removal of Equipment**

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

**19. Energy Benefits**

Other than the energy cost savings realized by Customer, the Program Administrator is entitled to 100% of the benefits and rights associated with the EEMs, including without limitation ISO-NE products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation or program, and Customer waives, and agrees not to seek, any right to the same.

**20. 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 Program Administrator is not responsible for the payment of any such taxes.

**21. 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.

**22. 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 state of Rhode Island.
- 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 5, 7, 8, 9, 11, 13, 15, 16, 18, 19, 20, and 21 (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.