



2024 Commercial & Industrial Energy Management Systems

How to Receive an Incentive

1. Work with a building controls vendor to discuss your Energy Management System (EMS) project and determine eligibility. If you or your vendor have any questions regarding project eligibility, please contact Rhode Island Energy.
2. EMS upgrades replacing old (10+ year) systems require a pre-inspection. Please reach out to Rhode Island Energy for more information.
3. Fill out the Prescriptive EMS Calculator to estimate project savings and incentives.
4. Upon completion of installation, all documentation requirements for final approval must be submitted to Rhode Island Energy to receive the incentive.

Project Eligibility

- Incentives are available only for projects implementing Sequences of Operation for the purpose of reducing energy consumption. Other EMS features, such as alarms, monitoring, equipment management, etc. are not considered.
- Energy management system must be installed between January 1, 2024 and December 31, 2024.
- Offers valid only for commercial and industrial customers that are served by Rhode Island Energy.
- The following EMS upgrades are not eligible for incentives:
 1. Control of process and lab loads. Incentives may be available on a custom basis.
 2. Stand-alone front end upgrades or software updates
 3. Expansion of existing EMS to control new equipment
 4. EMS installations in New Construction buildings
 5. Replacement of existing EMS less than 10 years old
 6. Control products with subscription or annual fee structures
 7. Sequences and EMS that have already received a rebate or incentive from Rhode Island Energy are not eligible.
- Project incentives will be capped at 100% of eligible project costs, summarized in the table below.
- Building area undertaking control system upgrades must be greater than 5,000 square feet and less than 200,000 square feet. Larger control projects may be eligible for incentives on a custom basis.

Documentation Requirements for Pre-Approval

- Completed and signed application form, including pre-installation signatures for customer and vendor
 - Incomplete applications requiring additional information may delay processing.
- Completed Prescriptive EMS Calculator Tool
- Proposed Sequences of Operation (SOO)
- Once received, signed copy of pre-approval letter, including sign off on trend data requirements by customer and vendor

Documentation Requirements for Final Approval

- Completed and signed application form, including post-installation customer signature
- Final Prescriptive EMS Calculator Tool (if changed from pre-approval)
- Final control drawings indicating equipment and final Sequences of Operation (SOO)
- Copy of invoice from a licensed installer/vendor attached, including:
 - Installation date
 - Installation address
 - Itemized list of component cost
 - Installation company/contractor name and address
- Copy of W-9 for payee
- Trend data report (see Project Verification section of this form)
- Required system screen shots taken as system is operational (see Project Verification section of this form)

- An EMS shall include a central operator’s station with a central processing unit, PC (local or remote) and monitor. The operator’s station shall be capable of monitoring all sensors and field devices in real time. Communications shall be via modem, communication bus, wireless device or internet connection to other microprocessor-based field devices.
- EMS must include sequences required by relevant building codes, including, but not limited to:
 1. Optimal Start/Stop
 2. System Scheduling and Unoccupied Setbacks
 3. Economizer or Enthalpy Control
 4. Demand Control Ventilation
- Trend data and screenshots are required to verify that implemented sequences align with design expectations. Trends and screenshots must be collected as specified in the Project Verification section of this application form.

Eligible Project Costs

Project incentives are not to exceed the total eligible project costs, summarized below.

Eligible Project Costs	Ineligible Project Costs
<ul style="list-style-type: none"> • Adding control points (sensors, transducers, etc.) • Adding point modules/field panels • Programming with the installation of points and panels • Communication/translation cards for existing standalone devices • Costs related to project trend collection and storage 	<ul style="list-style-type: none"> • Upgrades unrelated to energy consumption (i.e. fire, security, fault detection, etc.) • Workstation (laptops, desktops, etc.) • Servers for historical data • Front end software upgrades • IP addressing • Field panel firmware upgrades • Field panel and terminal device replacement if less than 10 years old

For more information about Energy Management System (EMS) incentives and the Prescriptive EMS Calculator, please visit: www.rienergy.com/RI-Business/Energy-Saving-Programs/Large-Business-Program

Rhode Island Energy Incentive Application

All fields on this page are required to complete your application.

Customer Information

Electric Account Number: _____ Gas Account Number: _____ Application Date: _____
Company Name: _____ Installation Site Name: _____
Installation Address: _____ City: _____ State: _____ Zip: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____
Contact Name: _____ E-Mail: _____
Phone: _____ Building Type: _____ Square Feet: _____

Payment Method – payee must submit a W9 form, tax ID number is required if receiving a rebate

Payment To: Customer Vendor/Installer Payee Company Type: Incorporated Not Incorporated Exempt
Check Payable To: _____ Payee Tax ID Number: _____

Vendor Information and Verification Requirement Acknowledgement

Vendor/Installer: _____ Contact Person: _____
Phone: _____ E-Mail: _____
Street Address: _____ City: _____ State: _____ Zip: _____
Vendor/Installer Authorized Signature: _____ Date: _____
acknowledging verification requirements and payee (if applies)

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 this form.

Anticipated Completion Date: _____
Print Name: _____ Authorized Signature: _____ Date: _____

Post-Installation: I certify that I have seen the energy efficiency measures that have been installed and I am satisfied with their installation.

Print Name: _____ Authorized Signature: _____ Date: _____

Project Verification

Trend data and screenshots are required to verify that implemented sequences align with design expectations. Trends and screenshots must be collected for all major equipment affected by the sequence while the building is operating. Three weeks of trends at 15 to 30 minute intervals must be provided to Rhode Island Energy in an Excel (.xls) file upon request. All projects must provide a trend report and all requested screenshots as part of the project documentation.

Verification Requirements by Sequence

Sequence	Trend Data Points	Screenshots
System Schedule and Unoccupied Setbacks	<ul style="list-style-type: none"> Space temperature setpoint Space temperature for 10% of space On/Off status of supply fan on each air handler 	Include noted data points as well as: <ul style="list-style-type: none"> Building schedule Occupied and unoccupied space temperature setpoints
Optimal Start/Stop	<ul style="list-style-type: none"> On/Off status of major equipment (include as applicable: air handlers, boilers, furnaces, chillers) 	Include noted data points as well as: <ul style="list-style-type: none"> Building schedule Major equipment involved with optimal start/stop
Reset Supply Air Static Pressure	<ul style="list-style-type: none"> Discharge static pressure Static pressure setpoints Supply fan speed Virtual calculated feedback point indicating average VAV box damper position OR damper signal of each box associated with air handler 	Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum static pressure setpoints Boxes associated with each involved air handler
Reset Boiler Water Temperature	<ul style="list-style-type: none"> Hot water supply temperature Hot water supply setpoint Outdoor air temperature 	Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum hot water supply setpoints
Demand Control Ventilation	<ul style="list-style-type: none"> Measured CO₂ levels (return air or space) Outdoor air damper signal Air handler/room occupancy status 	Include noted data points as well as: <ul style="list-style-type: none"> Low and high space CO₂ thresholds
Economizer Control (Dry Bulb or Dual Enthalpy)	<ul style="list-style-type: none"> Outdoor air damper position Outdoor air temperature (or enthalpy) Return air temperature (or enthalpy) Discharge air temperature Discharge air temperature setpoint Mixed air temperatures Cooling valve signal 	Include noted data points
Reset Supply Air Discharge	<ul style="list-style-type: none"> Discharge air temperature Discharge air temperature setpoint Return air temperature Outdoor air temperature Heating status / valve signal Cooling status / valve signal 	Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum discharge temperature setpoints
Reset Chilled Water Temperature	<ul style="list-style-type: none"> Chilled water supply temperature Chilled water supply setpoints Outdoor air temperature 	Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum chilled water supply temperature setpoints
Reset Condenser Water Temperature	<ul style="list-style-type: none"> Condenser water supply temperature (leaving chiller) Condenser water supply temperature setpoint Outdoor air temperature Chiller On/Off status Cooling tower fan On/Off status 	Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum condenser water supply temperature setpoints

Project Incentives

Project incentives are estimated in the Prescriptive EMS Calculator and subject to review and approval by Rhode Island Energy. Project incentives are capped at the total eligible project costs.

$$\text{Project Incentive} = \text{Incentive Rate} \times \text{Number of Eligible Sequences Implemented} \times \text{Area Affected by Controls}$$

EMS Project Types and Incentive Rates

EMS Project Type	Description	Incentive Rate (\$/sequence/sq ft)
Add On Sequences to Existing EMS	Projects implementing additional sequences to existing EMS on existing equipment. Existing control panels may be removed or replaced. Sensors or control components are installed as part of Add On Projects. Example: DCV added to a school gym, including installation of new CO2 sensors and modulating damper actuator.	\$0.10
First Time EMS Installation	Projects installing new EMS (panels, sensors, transducers, etc.) in existing buildings on existing equipment for the first time, including the installation of control panels for the first time to the facility. Example: replacing distributed thermostat control with a new, centralized control system.	\$0.15
Replacement of Existing EMS	Projects replacing legacy systems that are at least 10 years old, verified through a pre-inspection. Replacement systems must introduce new control functionality not existing in the prior EMS. Example: replacement of existing pneumatic system with new DDC EMS.	\$0.20

Sequence Eligibility by Major Equipment

Primary or Secondary HVAC Equipment	System Schedule and Unoccupied Setbacks ¹	Optimal Start/Stop ¹	Reset Supply Air Static Pressure	Reset Boiler Water Temperature	Demand Control Ventilation	Economizer Control (Dry Bulb or Dual Enthalpy)	Reset Supply Air Discharge Temperature	Reset Chilled Water Temperature	Reset Condenser Water Temperature
Cooling: Direct Expansion (DX)	-	-	-	-	Eligible	Eligible	Eligible	-	-
Cooling: Chiller	-	-	-	-	Eligible	Eligible	Eligible	Eligible	Eligible
Pumps and Fans: Constant Volume	Eligible	Eligible	-	-	-	-	-	-	-
Pumps and Fans: Variable Air Volume	Eligible	Eligible	Eligible	-	-	-	-	-	-
Heating: Boiler	Eligible	Eligible ²	-	Eligible ²	Eligible	-	Eligible	-	-
Heating: Furnace	Eligible	Eligible ²	-	-	-	-	-	-	-
Heating: Electric Resistance in AHU	Eligible	Eligible ²	-	-	Eligible	-	Eligible	-	-
Heating: Electric Baseboard	Eligible	Eligible ²	-	-	-	-	-	-	-
Heating: Heat Pump (no back up heat)	-	-	-	-	-	-	-	-	-

¹ Not eligible for facilities occupied 24/7

² Not eligible for secondary heating equipment with heat pump as primary

Terms and Conditions

1. **Incentives:** Subject to these Terms & Conditions, Rhode Island Energy will pay Incentives to Customer for the installation of EEMs.
2. **Definitions:**
 - a. "Approval Letter" means the letter issued by Rhode Island Energy stating Rhode Island Energy'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 Rhode Island Energy 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 Rhode Island Energy.
 - d. "Facility" means the Customer location in Rhode Island served by Rhode Island Energy where EEMs are to be installed.
 - e. "Incentives" means those payments made by Rhode Island Energy 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 Rhode Island Energy, which, if so required, will be submitted with Customer's application and approved by Rhode Island Energy.
 - g. "Program" means any of the energy efficiency programs offered to a C&I Customer by Rhode Island Energy.
 - h. "Program Materials" means the documents and information provided or made available by Rhode Island Energy specifying the qualifying EEMs, technology requirements, costs and other Program requirements.
3. **Application Process and Requirement for Rhode Island Energy Approval:**
 - a. The Customer shall submit a completed application to Rhode Island Energy. The Customer may be required to provide Rhode Island Energy with additional information upon request by Rhode Island Energy. Customer will, upon request by Rhode Island Energy, provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. To the extent required by Rhode Island Energy 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. Rhode Island Energy reserves the right to reject or modify Customer's application. Rhode Island Energy may also require the Customer to execute additional agreements, or provide other documentation prior to Rhode Island Energy approval. If Rhode Island Energy approves Customer's application, Rhode Island Energy will provide Customer with the Approval Letter.
 - d. Rhode Island Energy 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 Rhode Island Energy 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 Rhode Island Energy's pre-installation and post-installation verifications. Such verifications must be completed to Rhode Island Energy's satisfaction.
 - b. Customer agrees that Rhode Island Energy 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:**
 - a. 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 Rhode Island Energy issues written pre-approval of the EEM project, Rhode Island Energy may terminate any obligation to make Incentive payments.
6. **Incentive Amounts, Requirements for Incentives and Incentive Payment Conditions:**
 - a. Rhode Island Energy reserves the right to adjust and/or negotiate the Incentive amount. Rhode Island Energy 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. Rhode Island Energy shall not be obligated to pay the Incentive amount until all the following conditions are met: (1) Rhode Island Energy 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 Rhode Island Energy, (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) Rhode Island Energy's receipt of final drawings, operation and maintenance manuals, operator training, permit documents, and other reasonable documentation, and (6) Rhode Island Energy'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. Rhode Island Energy 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 Rhode Island Energy'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. Rhode Island Energy 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, Rhode Island Energy 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 Rhode Island Energy at any time without notice. Rhode Island Energy 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 Rhode Island Energy 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 Rhode Island Energy's Liability:** To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Rhode Island Energy, 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, Rhode Island Energy'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 Rhode Island Energy 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 Rhode Island Energy 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 Rhode Island Energy**
- a. RHODE ISLAND ENERGY DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND RHODE ISLAND ENERGY 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 RHODE ISLAND ENERGY AND RHODE ISLAND ENERGY 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 RHODE ISLAND ENERGY'S OTHER DOCUMENTS.

- b. Review of the design and installation of EEMs by Rhode Island Energy is limited solely to determine whether Program requirements have been met and shall not constitute an assumption by Rhode Island Energy of liability with respect to the EEMs. Neither Rhode Island Energy 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. Rhode Island Energy 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. Rhode Island Energy 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 Rhode Island Energy 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. Rhode Island Energy 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 Rhode Island or the service territory of any affiliate of Rhode Island Energy, 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, Rhode Island Energy 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 Rhode Island Energy. Rhode Island Energy's rights under this Section are irrevocable for the life of the EEMs unless Rhode Island Energy 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. Rhode Island Energy 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 Rhode Island. 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 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 Rhode Island Energy.

