



# Custom Application

**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 (Covered by this application)          |                  |     |  |
| STREET ADDRESS  | CITY   | STATE            | ZIP |  |
| MAILING ADDRESS (if different)  | CITY   | STATE            | ZIP |  |
| ELECTRIC COMPANY NAME   | ELECTRIC ACCOUNT NUMBER (or copy of electric bill) |                  |     |  |
| GAS COMPANY NAME  | GAS ACCOUNT NUMBER (or copy of gas bill)           |                  |     |  |
| <b>Building Type (Please place "x" in appropriate ballot box)</b><br><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<br><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<br><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<br><input type="checkbox"/> COMMUNITY COLLEGE <input type="checkbox"/> HEAVY INDUSTRIAL <input type="checkbox"/> LIGHT INDUSTRIAL <input type="checkbox"/> OTHER <input type="checkbox"/> UNIVERSITY<br><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><br><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<br><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<br><input type="checkbox"/> VENDOR/INSTALLER | CUSTOMER TAX ID#<br><i>(Required)</i>  | VENDOR/INSTALLER TAX ID#<br><i>(Required if receiving incentive)</i>  |
| CHECK PAYABLE TO:  | COMPANY TYPE:<br><input type="checkbox"/> INCORPORATED <input type="checkbox"/> NOT INCORPORATED <input type="checkbox"/> EXEMPT | VENDOR COMPANY TYPE:<br><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><br><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 RHODE ISLAND ENERGY USE ONLY |      |                 |                |
|----------------------------------|------|-----------------|----------------|
| REQUIRED INSPECTIONS             | DATE | INSPECTOR       | PROJECT COSTS: |
| PRE-INSPECTION:                  |      |                 | LABOR \$:      |
| POST-INSPECTION:                 |      |                 |                |
| APPROVAL                         | DATE | PROGRAM MANAGER | MATERIAL \$:   |
| PRE-APPROVED INCENTIVE:          |      |                 |                |
| FINAL INCENTIVE:                 |      |                 |                |



# Custom Application

## CUSTOM MEASURE APPLICATION PROCESS

1. All applications for incentives under the Custom Application Process require sound documentation of the proposed cost, projected electricity and/or natural gas savings and the related non energy savings.
2. Before starting the application process, check with a Rhode Island Energy representative to determine eligibility of the proposed project and to establish requirement for detailed savings projections and cost estimates.
3. This information will be submitted to a Rhode Island Energy Technical Representative for review and evaluation of potential incentives.
4. The Technical Representative will develop a Minimum Requirements Document which describes the minimum equipment specifications and operational requirements of the proposed system. The Customer will be required to sign this document.
5. After successful review and project approval, your Rhode Island Energy representative will notify customer in writing of the project approval, the incentive amount and the terms and conditions required to receive final incentive payment.
6. The following is a guide to the level of technical information and documentation that is typically required

### Project Description

- General description of facility, it's use and typical operation (include occupancy schedules)
- Overall project description including operating schedules and parameters

### Base Case Materials and Equipment

- Detailed description of equipment and operations
- Cut sheets with equipment performance ratings (BHP, CFM, kW, etc.). Provide nameplate data if cut sheets are unavailable
- Part load performance data where applicable
- Description of controls and sequence of operations

### Proposed Materials and Equipment

- Detailed description of equipment and operations
- Cut sheets for the materials or performance ratings for equipment being installed (BHP, CFM, PSI, Efficiency rating, U-value, Lumens, etc)
- Description of controls and sequence of operations

### Load Profile

- Equipment hours of operation (operating schedule per day, week, year)
- Provide operating load profiles showing how equipment load and operating parameters vary over time due to changes in: occupancy, weather, production, etc.
- Where there are existing systems involved, metering kW and kWh of major equipment loads is recommended. If metered information is not available, provide other documentation used to estimate loads and operating hours.

### Savings Calculations

- Show calculations used to determine electricity and/or natural gas savings.
- The calculations should clearly show all the details of how the energy savings were estimated. This includes all engineering formulas and documentation of all the factors, values and assumptions used in the formulas (spreadsheet preferred).
- In cases where energy modeling is used to determine savings, approved modeling software must be used. Input and output data from the model must be provided.

See Table 1E and Table 1G on page 4 for the specific details on the data required.

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



# Custom Application

The following form may be filled out for preliminary project submittal and review, but a final Custom Project information package must also be submitted in electronic format. Contact a Rhode Island Energy Technical Representative for details.

## PROPOSED EQUIPMENT SPECIFICATION (FACILITY DETAIL)

**BUILDING, ROOM AND EQUIPMENT IDENTIFICATION** (Installation Site) \_\_\_\_\_

**Description of Project:** Measure Description

Empty text area for project description.

**Base Case System:** Measure Description

Empty text area for base case system description.

**Proposed System:** Measure Description

Empty text area for proposed system description.

**Manufacturer Incentives, Manufacturer Discounts, Taxes, and/or Salvage Values**

Empty text area for manufacturer incentives and discounts.

**INTERNAL USE ONLY:**

**MEASURE CODE** \_\_\_\_\_ **MEASURE DESCRIPTION** \_\_\_\_\_

**Table 1E: Electric Energy (kWh) and Demand (kW) Reduction**

Please provide the Total Electric Energy (kWh) and Demand (kW) Reduction that occurs during the time periods listed below.

|   | kWh    |        | Total Percent Energy Savings on Peak *** |     |
|---|--------|--------|--|-----|
|   | Summer | Winter |  |     |
| <b>Peak Energy</b>                          | kWh    | kWh    |  | %   |
| <b>Off-Peak Energy</b>                      | kWh    | kWh    |  |     |
| <b>Total Estimated Annual kWh Savings**</b> |        |        |  | kWh |

|                      | kW   |      |        |          |         |
|----------------------|------|------|--------|----------|---------|
|                      | June | July | August | December | January |
| <b>Average Peak*</b> |      |      |        |          |         |

**Estimated Savings with Calculations** – Provide Calculations that show the following:

1. First Year kWh savings (annual)
2. Winter Peak Energy kWh: 7AM – 11PM, weekdays except holidays, October to May
3. Winter Off-Peak Energy kWh savings: 11PM – 7AM weekdays, all day weekends and holidays, October to May
4. Summer Peak Energy kWh savings: 7AM – 11PM, weekdays except holidays, June to September
5. Summer Off-Peak Energy kWh savings: 11PM – 7AM weekdays, all day weekends and holidays, June to September
6. Summer Average Demand kW Reduction: 1PM – 5 PM, weekdays except holidays, June to August
7. Winter Average Demand kW Reduction: 5PM – 7 PM, weekdays except holidays, December and January

**\* Average Peak kW:**

Example: Assume the demand savings is 10 kW whenever a plant is in operation and the plant shuts down at 6pm, then the average demand reduction in winter is 5 kW (10 kW ÷ 2 hours = 5 kW)

**\*\* Total Estimated Annual kWh Savings:** The sum of all the Summer and Winter Peak and Off-Peak kWh Savings

**\*\*\* Total Percent Energy Savings On Peak:** The sum of the Summer and Winter Peak kWh divided by the Total Annual kWh Savings

**Table 1G: Gas Energy (Therm) Reduction**

| Annual Gas Savings Inputs (Therms) |                                 |                    |       |
|------------------------------------|---------------------------------|--------------------|-------|
| Heating (Seasonal)                 | Process/Hot Water (Non-Heating) | Other (Year Round) | Total |
|                                    |                                 |                    |       |

**Cost Estimates**

Provide back-up documentation for all material and labor costs, broken down by major pieces of equipment and project components. Sales tax may not be included. Adjust for salvage/resale value of equipment being replaced. Enter summarized costs in the table below.

**Table 2: Cost Estimates**

| Measure                             | Cost (\$) |
|-------------------------------------|-----------|
| Estimated Incremental Material Cost |           |
| Estimated Incremental Labor Cost    |           |
| Estimated Incremental Total Cost    |           |

**Table 3: Non-Electric / Non-Gas Benefits (Impacts)**

Installing the proposed measure may result in significant savings or possibly increased costs for the owner beyond electric and natural gas savings. Examples include water, sewer, fossil fuel and labor costs. These costs are to be assessed and quantified in the support documentation. These effects are to be combined and reported in the categories provided in table.

| Non-Electric, Non-Gas Benefits (Impacts) |                 |                 |                 |                                 |                     |
|--|-----------------|-----------------|-----------------|---------------------------------|---------------------|
| Oil (MMBtu)                              | Propane (MMBtu) | Water (Gallons) | Sewer (Gallons) | Annual O&M/Labor/Materials (\$) | Other One-Time (\$) |
|  |                 |                 |                 |                                 |                     |



**Minimum Requirements Document**

**ENERGY CONSERVATION MEASURES**

**APPLICATION #** \_\_\_\_\_ **CUSTOMER NAME** \_\_\_\_\_

This form is to be completed by a Rhode Island Energy Technical Representative or designated Technical Assistance Contractor to specify herein minimum equipment and operational requirements of the proposed system. These document requirements shall address the criteria necessary to be met to achieve the demand and energy savings estimated in the engineering analysis for this project. Testing and submittals may be required as further verification of system compliance. Use additional sheets, if necessary. These requirements must be met before the Company's incentives are paid.

**Equipment Requirements:** Provide a list of equipment or materials to be installed as part of this project. Include manufacturer, model, HP or kW ratings, efficiency rating, etc.

Post-Installation Inspection Record (Check one)  OK  Not OK

**Operational Sequences Requirements:** Provide a description of equipment operating sequences, set points, operating schedules, balancing requirements (such as flow, velocity, head, suction, etc.) or any other operating parameters to obtain the estimated energy savings.

Post-Installation Inspection Record (Check one)  OK  Not OK

**Documentation:** List any written documentation that should be required to verify, operate or maintain the equipment being installed or controlled. This information may include equipment specification sheets, test reports, construction drawings, sequences of operation, etc.

Post-Installation Inspection Record (Check one)  OK  Not OK

**Other Requirements Or Comments:** Describe any requirements for demolition, removal, or decommissioning of existing equipment.

Post-Installation Inspection Record (Check one)  OK  Not OK

The pre-approved incentive is subject to the Company's post-installation inspection of final specifications, drawings and operation of the proposed equipment. In the event the proposed system is altered from the above description, notify the Company of the change prior to the equipment purchase and installation as the change in design and operation may impact the incentive.

**TECHNICAL REPRESENTATIVE**

**DATE**

**CUSTOMER SIGNATURE**

**DATE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## 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. "Customer" means the customer maintaining an account for service with Rhode Island Energy, and who satisfies the Program eligibility requirements established by Rhode Island Energy.
- b. "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by Rhode Island Energy.
- c. "Facility" means the Customer location served by Rhode Island Energy where EEMs are to be installed.
- d. "Incentives" means those payments made by Rhode Island Energy to Customers pursuant to the Program and these Terms and Conditions.
- e. "Rhode Island Energy" means [The Narragansett Electric Company d/b/a Rhode Island Energy, as applicable].
- f. "Program" means the energy efficiency program offered by Rhode Island Energy to Customers.
- g. "Program Materials" means the documents and information provided by Rhode Island Energy 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 Rhode Island Energy Approval

- a. The Customer shall submit a completed application in the form specified by Rhode Island Energy. Submission of a completed application does not alone entitle Customer to participation in the Program. Rhode Island Energy reserves the right to reject any application, prior to pre-approval, for any reason whatsoever. In addition, at Rhode Island Energy's discretion, the Customer may be required to provide Rhode Island Energy 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 Rhode Island Energy 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 Rhode Island Energy or by applicable law, regulation or code.
- b. Rhode Island Energy will review the Customer's application and supporting documentation to determine the energy savings and demand reduction potential. Rhode Island Energy reserves the right to reject or modify any calculations, based on the Program Administrator's own analysis.
- c. Rhode Island Energy is not obligated to pay any Incentives unless the authorized representative of Rhode Island Energy issues an approval letter regarding the EEMs proposed by the Customer, and any necessary pre- and post- installation verification activity is successfully completed by Rhode Island Energy. 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. Rhode Island Energy 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 Rhode Island Energy will have no obligation to pay, Incentives for any EEMs that have not been approved in writing in advance by Rhode Island Energy, unless the Program Materials state that such prior approval is not required. Further, Rhode Island Energy 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. Rhode Island Energy reserves the right to approve or disapprove of any application or proposed EEMs.
- f. Rhode Island Energy 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. Rhode Island Energy is not obligated to pay any Incentives until Rhode Island Energy 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 Rhode Island Energy determines that any EEMs were not installed in accordance with these Terms and Conditions, the Program Materials and Rhode Island Energy's approval, Rhode Island Energy shall have the right to require modifications before having the obligation to make any Incentive payments. At its discretion Rhode Island Energy 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 Rhode Island Energy 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. Rhode Island Energy 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 Rhode Island Energy and Customer. The purpose of the follow-up visits is to provide Rhode Island Energy 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

Rhode Island Energy 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 Rhode Island Energy and cooperate with Rhode Island Energy regarding such activity.

### 6. Site-Specific Custom Measures

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

### 7. Incentive Amounts

- a. Rhode Island Energy 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, Rhode Island Energy 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. Rhode Island Energy 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 Rhode Island Energy 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 Rhode Island Energy 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 Rhode Island Energy, and such other documentation and information as Rhode Island Energy may request, including, without limitation, copies of permits and contractor and supplier invoices, orders and records. Rhode Island Energy reserves the right to determine in its reasonable discretion the appropriate costs of EEMs in order to calculate the Incentive amount. Rhode Island Energy 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 Rhode Island Energy issues pre-approval of the EEM project, Rhode Island Energy may terminate any obligation to make Incentive payments.

### 10. Incentive Payment Conditions

Provided that the Customer has satisfied its obligations, Rhode Island Energy 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) Rhode Island Energy 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 Rhode Island Energy.

### 11. Contractor Shared Savings Arrangements

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

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## 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 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 in effect at the time of the pre-approval by Rhode Island Energy.

### 14. Customer Information on Participation

The Customer grants to Rhode Island Energy 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. Rhode Island Energy 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 Rhode Island Energy, 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 Rhode Island Energy 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 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.

### 16. 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 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 RHODE ISLAND ENERGY.
- b. 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. 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 Rhode Island Energy)) 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 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.
- e. By participating in the Program, the Customer acknowledges and agrees that no activity by Rhode Island Energy 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 Rhode Island Energy reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or services. Rhode Island Energy 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, Rhode Island Energy 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. Rhode Island Energy 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 Rhode Island Energy.
- 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.