Equipment & Systems Performance Optimization

Monitoring Based Commissioning

Rhode Island Energy™
a PPL company

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, Rhode Island Energy 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 Rhode Island Energy before incentive is issued.

Incentives are capped at 100% of the implementation costs for each measure. However, where cost effective energy savings warrant, Rhode Island Energy can assist customers in recouping the costs of MBCx system installation (if during the first year of monitoring and/or annual subscription fees for platforms (for subsequent years of monitoring). Please contact Rhode Island Energy 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 Rhode Island Energy'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 Rhode Island Energy 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 Rhode Island Energy 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 Rhode Island Energy 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, Rhode Island Energy will work with the customer to take corrective action in order to facilitate oversight of the measure in such system.

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 Rhode Island Energy
     - 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 Rhode Island Energy for Pre-Approval to implement
   - Vendor to provide both Customer and Rhode Island Energy 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
   - 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 Rhode Island Energy 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 Rhode Island Energy
   - 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
   - Receive Incentives upon Receipt of All Required Documentation by Rhode Island Energy
     III. Maintain Tuning Measures
   - Ensure implemented tuning measures are monitored, tracked and maintained
   - Permit Rhode Island Energy 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 *(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)*		

Building Type (Please place "x" in appropriate ballot box)

☐ ASSEMBLY	☐ FAST FOOD	☐ HOTEL	☐ MULTI STORY RETAIL	☐ K-12 SCHOOL
☐ AUTOMOTIVE	☐ FULL SERVICE RESTAURANT	☐ LARGE REFRIGERATED SPACE	☐ MULTIFAMILY HIGH-RISE	☐ SMALL OFFICE
☐ BIG BOX	☐ GROCERY	☐ LARGE OFFICE	☐ MULTIFAMILY LOW-RISE	☐ SMALL RETAIL
☐ COMMUNITY COLLEGE	☐ HEAVY INDUSTRIAL	☐ LIGHT INDUSTRIAL	☐ OTHER	☐ UNIVERSITY
☐ DORMITORY	☐ HOSPITAL	☐ MOTEL	☐ RELIGIOUS	☐ WAREHOUSE

Project Type (Select one)

☐ CHANGE IN THE USE OR FUNCTION OF THE BUILDING SPACE	☐ NEW BUILDING	☐ EXPANSION OF AN EXISTING BUILDING	☐ PLANNED REPLACEMENT OF EQUIPMENT
☐ NEW EQUIPMENT FOR NEW PROCESS OR EXPANDED OPERATION	☐ RENOVATION OF EXISTING EQUIPMENT	☐ NEW CONTROLS FOR IMPROVED OPERATIONS	☐ REPLACEMENT OF FAILED EQUIPMENT

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

PAYMENT TO: ☐ CUSTOMER ☐ VENDOR/INSTALLER	CUSTOMER TAX ID# *(Required)*	VENDOR/INSTALLER TAX ID# *(Required if receiving incentive)*
CHECK PAYABLE TO:	COMPANY TYPE: ☐ INCORPORATED ☐ NOT INCORPORATED ☐ EXEMPT	VENDOR COMPANY TYPE: ☐ INCORPORATED ☐ NOT INCORPORATED ☐ EXEMPT

VENDOR INFORMATION

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

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 THE BACK OF THIS FORM.

DATE	PRINT NAME	AUTHORIZED SIGNATURE X	ANTICIPATED COMPLETION DATE

POST-INSTALLATION ☐ 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 X

FOR RHODE ISLAND ENERGY USE ONLY

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

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 the Program Administrator'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 the Program Administrator'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 detail-ing 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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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 Rhode Island Energy'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 ISLADN 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 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 enforc-ing 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 Adminis-trator, 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 Cus-tomer 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.