Equipment & Systems Performance Optimization

Targeted Systems and Whole Building & Process Tuning

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) optimization. Through ESPO, Rhode Island Energy offers assistance for investigations to identify these typically low cost energy efficiency improvements and incentives to implement measures. Implementation incentives are based on energy savings and customers have the ability to achieve additional performance-based incentives if certain savings levels relative to annual usage are achieved.

Under the Equipment & Systems Performance Optimization Program, Rhode Island Energy offers multiple options (Tracks) for customers depending on needs, preferences and available resources. Please contact Rhode Island Energy to determine which Track is best for your facility.

Track	Low Cost Tuning Measures	Targeted Systems Tuning	Whole Building & Process Tuning
Overview	Individual measure approach to RCx	Individual system or systems approach to RCx	Comprehensive full building or process approach to RCx
Application Type	Prescriptive	Custom	Custom

This application is for the Targeted Systems Tuning and the Whole Building & Process Tuning Tracks. For a prescriptive approach, please see the Low Cost Tuning Measures Track Application. For customers pursuing Monitoring Based Commissioning at the equipment, system or whole building/process level, please see the Monitoring Based Commissioning Track Application.

Equipment & Systems Performance Optimization Program

Track	
Targeted Systems Tuning	**Whole Building & Process Tuning**
In facilities where specific systems could benefit from tuning and performance optimization, the Targeted Systems Tuning Track offers just that – an in-depth investigation and tuning process for independent building systems or process lines. Rather than exploring the entire facility for optimization and controls opportunities, the Program Administrators utilize this pathway to work with Customers to target the system(s) with energy savings potential at a customer site. This path is a comprehensive option with a modest level of customer required resources for engagement. **See below for more information on eligible systems.** *Note: Customers may elect to tune up to three targeted systems under a given application however if more than one system is being considered, explore the Whole Building & Process Tuning Track where more comprehensive investigations and savings value are available.*	In larger facilities, where annual electric usage is greater than 5,000,000 kWh and where a functional control system is in place, the Whole Building & Process Tuning Track enables customers to capture comprehensive energy savings and improved building operations and comfort. Manufacturing or Industrial customers are also able to utilize a comprehensive tuning approach for their systems through this Track. In this Track, the involvement of the facility staff is increased given the broader scope and longer timeline of a comprehensive approach in conjunction with the increased level of committed Rhode Island Energy resources. *Note: There is no minimum threshold of gas usage necessary to participate in this Program. In the event a customer has substantial gas usage but does not qualify based on the electric usage threshold, the customer will likely qualify. Please contact Rhode Island Energy.*
Provided Resources	
Targeted Systems Tuning	**Whole Building & Process Tuning**
The **Tuning Investigation can be fully funded for pre-approved projects** at Rhode Island Energy's discretion. Before applying, please contact Rhode Island Energy to discuss Track options and resources offerings for your specific case. Rhode Island Energy will also inform you if on-site training for tuned systems, processes or buildings is available in your territory. *Customers who do not qualify or elect not to receive resource support for the Investigation are still eligible to receive implementation and performance incentives based on approved savings. Please contact Rhode Island Energy prior to beginning the project regardless.*	
The value of this resource offering can be up to **$12,000 per site.**	The value of this resource offering can be up to **$30,000 per site.**
Incentive Amount	
Targeted Systems Tuning	**Whole Building & Process Tuning**
Implementation incentives are provided on a **$0.17/kWh and $1.20/therm** saved basis for approved energy savings.	

Equipment & Systems Performance Optimization Program

Performance Bonus	
Targeted Systems Tuning	**Whole Building & Process Tuning**
An additional Performance Incentive may be available to customers who achieve an annualized savings relative to total facility usage of **at least 2.75% for electric and 1.5% for gas**. The Performance Bonus Incentive rate is **$0.03/kWh and $0.20/therm** times the total project's annual approved savings. Please contact Rhode Island Energy for more details on how the Performance Bonus Incentive will be qualified. *For clarity, savings from multiple systems tuned concurrently as part of the same project can be summed to perform this calculation.*	

Program Eligibility Requirements	
Targeted Systems Tuning	**Whole Building & Process Tuning**
1. Systems must already be installed in an existing commercial, industrial, institutional, educational, or municipal building within an electric Program Administrator's service territory. 2. Systems/facility must not be at end of life or nearing planned retirement. 3. Proposed projects cannot be part of a larger, time-dependent, new construction or major renovation project that is mandated by Massachusetts State Building Code. 4. Systems/facilities must average 2,000 or more operating hours per year. 5. Implemented measures must not have participated in the Custom Retro-Commissioning or Pay-for-Performance Programs within the past five years.	

Track Eligibility Requirements	
Targeted Systems Tuning	**Whole Building & Process Tuning**
Specific building or process systems eligible for this Track include, but are not limited to: • Chiller • Compressed Air • Airflow Management • Boiler — Steam & Hot Water • Scheduling/Setpoint Optimization • Rooftop Units (RTUs) • Refrigeration • Pumping • Cold Storage • Waste Energy Recovery • Production Systems or Lines	Facilities eligible for the Whole Building Tuning & Process Tuning Track must: • Consume more than 5,000,000 kWh annually - Exceptions to the minimum electric usage are available based on level of gas usage as there is no explicit minimum threshold of gas usage necessary to participate in this Program - please contact Rhode Island Energy for information • Have a functional control system in place

Additional Conditions	
Targeted Systems Tuning	**Whole Building & Process Tuning**
1. 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. 2. 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 tuning status for the lifetime of the measure. If a measure is found out-of-tune, Rhode Island Energy will seek to facilitate re-tuning of the measure or measures.	

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

APPLICATION PROCESS

For additional information on these Tracks and their process please see the Project Checklist included in the compressed folder this application was originally downloaded in.

1. **Confirm Eligibility**
   If you have any questions on whether a project is eligible for this Retrofit Program, please contact Rhode Island Energy before continuing with the application or beginning the work.
2. **Pre-Approval for Investigation**
   I. Complete & Submit Part 1 of the Application including the Track Screening Questionnaire to **energyefficiency@RIEnergy.com**
   II. Work with Rhode Island Energy to Identify Vendor(s) & Track
   III. Define Relevant Baseline & Approach to Savings Calculations
   IV. Receive Pre-Approval for Investigation
3. **Tuning Investigation & Reporting**
   I. Perform Site Visit(s) for Tuning Investigation
   II. Complete & Submit Part 2 of the Application
   - Fill out Part 2 of this application and submit to Rhode Island Energy along with the Investigation Report and supporting energy engineering calculations.

   III. Receive Pre-Approval for Implementation
4. **Implementation**
   I. Perform Tuning Implementation
5. **Completion**
   I. Submit Signed Final Documents
   - Within 30 days of the implementation, submit the following signed documents to Rhode Island Energy

   i. Any changes in scope of work with corresponding updated calculation (if needed)
   ii. Application, Part 1 and 2
   iii. Invoices, work orders, or other pre-approved means to verify implementation

   II. Receive Incentives
   III. Maintain Tuning Measures
   - Ensure Implemented Tuning Measures are Maintained
   - Permit Rhode Island Energy to Verify Project Persistence

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

Project Type (Select one)

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

Part 1: Track Screening Questionnaire (To be completed by customer)

Overview

Rhode Island Energy wants to ensure that the chosen approach to retro-commissioning suits your needs and provides you with energy and cost savings. To do this, your organization's decision makers will need to consider the resources you can dedicate and what goals you are trying to achieve. This questionnaire will begin the discussion with Rhode Island Energy about what support and services the ESPO Program can offer to help you accomplish your goals. To the best of your abilities, please answer these questions in Microsoft Word or Adobe PDF format and send to **energyefficiency@RIEnergy.com** along with the required account information on the prior page.

Questionnaire:

1. Financial Criteria: Please note that while controls measures are low cost relative to large capital projects, it is important to understand that costs to implement will exist, including but not limited to the time and attention of site staff. Rhode Island Energy is here to mitigate these costs, however knowing your organizations limits will help Rhode Island Energy find the right approach and combination of resources to offer. Please answer the following to the best of your abilities.

    a. What amount is the organization willing to invest in order to achieve controls-and performance optimization-based energy savings?

    $_____

    b. What is your required maximum simple payback period when incentives are included?

    _____year(s)

2. Resources & Capabilities:

    a. What sort of staff time are you able to allocate to implementation of controls and operations & maintenance projects? This could include vendor walk-throughs, trainings, or time to implement.

    _____hours/week or _____total hours

    b. Do you work with an existing controls vendor or service provider? If so, who and in what capacity?

    _____

    c. Do you already have an idea who would be completing the retro-commissioning investigation and/or implementation? If so, who and in what capacity? Please identify if you need recommendations on qualified vendors.

    Investigator:_____

    Implementer:_____

3. Potential Projects:

    a. What type of project are you looking to implement? Do you have an estimate on the savings potential? Attach any supporting documents if available. If you're unsure what sort of project is right for your facility, please reach out to **energyefficiency@RIEnergy.com** for guidance.

Part 2: Required Energy Savings Data

Which Track are you applying for? (Please check only one.)

☐ Targeted Systems Tuning ☐ Whole Building & Process Tuning

If Targeted Systems Tuning is selected, please list which system(s) are included in this 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

Existing System: Measure Description

Proposed System: Measure Description

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

INTERNAL USE ONLY:

MEASURE CODE_____**MEASURE DESCRIPTION**_____

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			
Peak Energy		kWh		kWh		%
Off-Peak Energy		kWh		kWh		
Total Estimated Annual kWh Savings**						kWh

	kW				
	June	July	August	December	January
Average Peak*					

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

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.

Cost Estimates

Measure	Cost ($)
Estimated Incremental Material Cost	
Estimated Incremental Labor Cost	
Estimated Incremental Total Cost	

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
See attached file for examples. The blank template must be used for multiple measures or complex installations that require more space than provided below.

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 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 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 withRhode 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.

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 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 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 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 Rhode Island Energy 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.