



Massachusetts Residential New Construction Program



Program Terms and Conditions Acknowledgement

The Massachusetts Residential New Construction Program, Renovations & Additions Path is sponsored by the following Program Administrators: Berkshire Gas, Blackstone Gas Company, Cape Light Compact, Columbia Gas of Massachusetts, EVERSOURCE Electric & Gas, Liberty Utilities, National Grid Gas & Electric, and Unil Electric & Gas.

Participants applying to the Massachusetts Residential New Construction Program are subject to the program terms and conditions identified below. By signing this document, the participant acknowledges and agrees to comply with these terms and conditions. Third Party Verifiers are required to obtain a signed copy of this form prior to applying to the Program.

Participant Signature & Date

Third Party Verifier Company

Participant Name, Project Address

Incentive Recipient Name

Participant Email & Phone Number

Incentive Recipient Address

Program Terms and Conditions

2019 Eligibility Requirements

- Homes can be individually metered, electric and/or gas customers of the Sponsors and may be eligible for additional Program incentives based on heat type requirements.
- Single family and multi-family designations are as follows:
 - Single-family homes are defined as a single-family detached house OR each unit of one standalone 2-4 unit attached building.
 - Developments/projects that consist of multiple Single-family detached homes qualify as Single-family units.
 - Developments/projects consisting of multiple 2+ unit buildings totaling 5 or more units qualify as Multi-family units.
 - Buildings with 5+ units are considered multi-family.
- The following homes are eligible to participate in the Program:
 - Single-family homes; OR
 - Units in multi-family buildings with 3 stories or less; OR Projects with 3 stories or less with first floor commercial space (e.g., retail, restaurant, etc.), will be considered for eligibility.
- AHRI equipment numbers must be reported for all heating and cooling systems. Program participants should ask their contractors for AHRI certification numbers on the systems they install and provide that information to their Third Party Verifier. If an AHRI certificate is not available, a copy of OEM-provided catalog data indicating acceptable combination selection and performance data will be accepted.
- All heating and cooling equipment must be sized according to the latest editions of ACCA Manuals J and S, 2013 ASHRAE Handbook of Fundamentals, or an equivalent computation procedure. The maximum over sizing limit for air conditioners is 15%, 25% for heat pumps. Cooling systems with variable speed compressors are exempt from this requirement.
- Recommend appliances (refrigerator and dishwasher) be ENERGY STAR® qualified.
- A Thermal Expansion Valve (TXV) or Electronic Expansion Valve (EXV) is recommended on all cooling systems.
- Recommend all homes have at least one of the following Program outlined mechanical ventilation devices:
 - One bath fan rated for continuous use at < 1 sone and controlled by a 24-hour programmable timer OR
 - One whole house mechanical ventilation system (includes an ERV or HRV) OR
 - A balanced supply and exhaust system without heat recovery OR
 - A multi-port exhausts only system with a remote mounted fan



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- All homes must achieve a minimum of 5% savings above the Program baseline that is in effect at the time that a project is registered as evidenced by an Ekotrope energy model file.
- Recommend a minimum of 80 percent of the lamps in permanently installed lighting fixtures shall be high efficacy lamps as verified by a 3rd party verifier during the final inspection.
- Recommend homes with HVAC ducted systems have a leakage rate at or below six (6) CFM to outdoors per 100 sq. ft. of conditioned floor area for additions. Testing is recommended on all ducted systems, including systems with all the ductwork located within conditioned space.
- Projects must generate positive electric and natural gas energy savings.

Incentive Guidelines

- The submission of this Application does not guarantee receipt of incentives. Written approval from the Program will state the number of incentives awarded, incentives will not be paid prior to home testing and verification.
- The incentives awarded are to assist in the defrayment of certification cost to the applicant and help cover some of the incremental costs, if applicable. The applicant may need to contribute to the construction costs to meet the program defined performance requirements. Program Administrators pay the Third Party Verifier Company a fixed fee for verifying a home meets the program performance requirements. Any fee balance is the sole responsibility of the Participant and should be paid directly to the Third Party Verifier Company.
- **Participants who receive performance incentives through the Program are not eligible to receive Mass Save Heating & Cooling equipment incentives, whether directly through Mass Save Heating & Cooling Electric program (formerly COOL SMART), Mass Save Heating & Cooling Gas program (GasNetworks) or the Mass Save C/I Upstream incentive programs.** Exceptions: AC Check is available for every Ducted Heat Pump or Central AC system by contacting the Mass Save Heating and Cooling Initiative. MS Check is available for Mini-Split Heat Pump systems by contacting the Mass Save Heating and Cooling Initiative.
- **Participants who receive equipment incentives through the Mass Save Heating & Cooling programs (GasNetworks and formerly, COOL SMART) or the Mass Save C/I Upstream incentive programs are not eligible to participate in the Residential New Construction Program**
- Incentive payments are directly tied to a home's modeled energy performance. Any changes to the design or specifications of the units may result in a reduction or loss of incentive(s).
- Participating homes must be located in a service territory of one of the participating Program Administrators as evidenced by town, zip code and, ultimately, a permanent electric and/or gas meter number.
- Incentives associated with this Agreement are paid for by the sponsoring electric utility or energy efficiency service provider, as well as by the sponsoring gas utility in the case of homes with individually metered natural gas heating
- Homes serviced by a municipal electric company are eligible for 100% sponsorship only when heated with natural gas by a participating gas Program Administrator. Municipal electric multifamily projects that are master-metered gas cannot participate in the Program. These projects will be referred to the appropriate commercial energy efficiency program.
- **SPONSORS, ITS AGENTS, AND EMPLOYEES DO NOT WARRANT THE PERFORMANCE OF INSTALLED OR SERVICED EQUIPMENT EXPRESSLY OR IMPLICITLY.** Program sponsors make no warranties or representation of any kind whether statutory, expressed or implied, including without limitations, warranties or merchantability or fitness for a particular purpose regarding the HVAC equipment or services provided by a manufacturer or vendor. Contact your contractor for details regarding equipment performance or warranties.
- Projects remain Active in the Program for 24 months, if no inspections are reported after 24 months the project will be updated to "Inactive" and the Participant will be notified that they will need to reapply.

Additional Information

- Prior to any payment of incentives, ICF reserves the right to verify the completion of homes to the level of the requested incentive. The Participant is responsible for acquiring any applicable permits as required by building codes/laws. A sampling of completed homes will be selected by ICF for a quality control inspection. No warranty or compliance to Massachusetts building code is implied by this inspection.
- The required home information and supporting documentation must be submitted via the Online Intake Tool and in compliance with the Terms and Conditions, in order to receive incentive payment. Invoices submitted in a given month will be processed during the following month.
- Participation in the Massachusetts Residential New Construction Program is voluntary on behalf of the Program Administrators and the applicants. The Program Administrators have the right to change or modify the existing Program at any time. The Program Administrators, its agents, and employees are indemnified against all loss, damage, expense, and liability resulting from injury to or death of persons, and against all injury to property arising out of or in any way connected with the performance of this Agreement.
- The Energy Efficiency Program Provider (EEPP) is entitled to 100% of the energy benefits associated with the Energy Cost Measurements, excluding the value of energy cost savings realized by the customer, but including all rights to all associated ISO-NE Energy Capacity and Reserves Products, and the customer agrees to provide the EEPP with such further documentation as the EPP may request to confirm the EEPP's ownership of such benefits and product.
- Program Administrator's and its program implementer's liability is limited to paying the applicable incentive and **ARE NOT LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND, OR FOR ANY DAMAGES IN TORT CONNECTED WITH OR RESULTING FROM PARTICIPATION IN THIS PROGRAM.**