# **Program Terms and Conditions Acknowledgment**

Together, we make good happen for Massachusetts: Berkshire Gas, Blackstone Gas Company, Cape Light Compact, Columbia Gas, Eversource, Liberty Utilities, National Grid, and Unitil. As one, we form Mass Save®, with the common goal of helping residents and businesses across Massachusetts save money and energy, leading our state to a clean and energy-efficient future.

Participants applying for Renovations and Additions incentives 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	
Participant Email	Phone Number	
Incentive Recipient Name	Incentive Recipient Address	

# **Program Terms and Conditions**

## 2020 Eligibility Requirements

- Homes must be individually metered electric and/or gas customers of Berkshire Gas, Blackstone Gas Company, Cape Light Compact, Columbia Gas, Eversource, Liberty Utilities, National Grid, or Unitil. (The "Sponsors" or "Mass Save") 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- to 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) will be considered for eligibility.
- Air-Conditioning, Heating, & Refrigeration Institute (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 thirdparty verifier. If an AHRI certificate is not available, a copy of original equipment manufacturer-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 Air Conditioning Contractors of America Manuals J and S, 2013 ASHRAE Handbook of Fundamentals, or an equivalent computation

- Procedure. The maximum over-sizing limit is 15% for air conditioners and 25% for heat pumps. Cooling systems with variable speed compressors are exempt from this requirement.
- Appliances (refrigerator and dishwasher) are most efficient when they are ENERGY STAR® qualified.
- A thermal expansion valve or electronic expansion valve is recommended on all cooling systems.
- All homes should 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 energy recovery ventilator or heat recovery ventilator) OR
  - A balanced supply and exhaust system without heat recovery OR
  - A multi-port exhausts-only system with a remote mounted fan
- All homes must achieve a minimum of 5% savings above the baseline that is in effect at the time that a project is registered, as evidenced by an Ekotrope energy model file.
- A minimum of 80% of the lamps in permanently installed lighting fixtures should be high-efficacy lamps as verified by a third-party verifier during the final inspection.
- Homes with HVAC ducted systems should have a leakage rate at or below 6 cubic feet per minute 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.















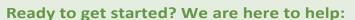


### **Incentive Guidelines**

- The submission of this application does not guarantee payment of incentives. Written approval from Mass Save or its program implementer, ICF, will state the amount of incentive 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 defined performance requirements. The Sponsors of Mass Save pay the third-party verifier company a fixed fee for verifying a home meets the 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 this Mass Save Residential New Construction Program are not eligible to receive Mass Save Heating & Cooling equipment incentives, whether directly through the Mass Save Heating & Cooling program (formerly COOL SMART & GasNetworks) or the Mass Save Commercial/Industrial (C/I) Upstream incentive programs. Exceptions: An air conditioning (AC) check is available for every ducted heat pump or central AC system by contacting Mass Save Heating & Cooling. A mini-split check is available for mini-split heat pump systems by contacting Mass Save Heating & Cooling.
- Participants who receive equipment incentives through the Mass Save Heating & Cooling program or the Mass Save C/I Upstream 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 incentives.
- Participating homes must be located in a service territory of one of the participating Sponsors of Mass Save 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 to participate only when heated with natural gas by a sponsoring gas utility. Municipal electric company multi-family projects that are master-metered gas cannot participate in the program. These projects will be referred to the appropriate commercial energy efficiency program.
- SPONSORS, ICF, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES DO NOT WARRANT THE PERFORMANCE OF INSTALLED OR SERVICED EQUIPMENT EXPRESSLY OR IMPLICITLY. Sponsors make no warranties or representation of any kind whether statutory, expressed, or implied, including without limitations, warranties of 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 for 24 months. If no inspections are reported after 24 months, the project will be considered inactive and the participant will be notified that they will need to reapply.

### **Additional Information**

- The participant is responsible for acquiring any applicable permits as required by building codes/laws. Prior to any payment of incentives, ICF reserves the right to verify the completion of homes to the level of the requested incentive. 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 these Terms and Conditions in order to receive the incentive payment. Invoices submitted in a given month will be processed during the following month.
- Participation in the Mass Save Residential New Construction program is
  voluntary on behalf of the Sponsors of Mass Save and the applicants.
  The Sponsors have the right to change or modify the existing offer at
  any time. The applicant indemnifies Sponsors, ICF, and their respective
  agents and employees 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 Mass Save Sponsor 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 Independent System Operator-New England Energy Capacity and Reserves Products, and the customer agrees to provide the Sponsor with such further documentation as the Sponsor may request to confirm the Sponsor's ownership of such benefits and product.
- The Sponsors of Mass Save and ICF, are both limited in their liability to paying the applicable incentive only and NEITHER THE SPONSORS, NOR ICF, ARE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND, OR FOR ANY DAMAGES IN TORT CONNECTED WITH OR RESULTING FROM PARTICIPATION INCLUDING ANY DAMAGES RELATING TO SAFETY, HEALTH OR WELLBEING.
- SPONSORS, ICF, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES DO NOT PROVIDE WARRANTIES REGARDING SAFETY, HEALTH, OR WELLBEING.
- Participants voluntarily agree not to hold the Sponsor, ICF, or their respective affiliates, directors, officers, employees, agents, or contractors liable for any illness or injury.
- ICF representatives, HERS Raters and Third-Party Verifiers have the right to refuse service or end the delivery of services when confronted by a customer acting inappropriately or when facing a situation deemed potentially unsafe or harmful to health or wellbeing. "Inappropriate" includes but is not limited to the following: unreasonable demands for service, personally threatening or offensive language, threatening or erratic behavior and personal contact. ICF representatives, HERS Raters and Third Party Verifiers reserve the right to exclude any premises, or vicinity therein, deemed potentially unsafe or harmful to health or wellbeing.



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