



Customer Information

Facility Name: _____ Phone: _____
Contact Person: _____ Fax: _____
Facility Address: _____ City: _____ Zip _____
Mailing Address (if different): _____ City: _____ Zip _____
Account Number (or copy of NSTAR bill): _____ Federal ID#: _____
Contact Email Address: _____ Square Footage of Facility: _____

Primary Use

Elementary School Middle School High School University/College Health Facility Warehouse Multi-family
Office Other: _____

End Use

Lighting HVAC Motor Process Refrigeration Compressed Air
Drives on HVAC Comprehensive Design Comprehensive Chiller Energy Management System Other _____

Payment Method

Check (Please circle one: Incorporated, Not Incorporated, Exempt) Account Credit
Check to installer (Must be registered with NSTAR) Company name: _____

Vendor Information

Vendor: _____ Contact: _____ Phone: _____
Address: _____ Email Address: _____

Financing Option

Total Cost: \$ _____ NSTAR Contribution: \$ _____ Customer Contribution: \$ _____
Would you like to finance your portion of the project cost? If so, please note that you will receive a separate monthly bill for your financed portion in addition to your regular monthly electric bill.
No, I will pay the Contractor directly in full.
Yes, I would like to finance my portion of the project cost.
 12 months at \$ _____ per month
 _____ months* at \$ _____ per month
Bill to: Electric bill address Mailing address above
*NSTAR will finance projects up to 24 months, based on project eligibility.

Project Description

Customer Acknowledgement

Expected completion date: _____
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 the form.
Signature: _____ Name (print): _____ Date: _____

Post-Installation - I certify that I have seen the ECMs that have been installed and I am satisfied with their installation.
Signature: _____ Name (print): _____ Date: _____

Engineering Services Study: No Yes (# _____)

Required Supporting Documentation	Ref. Doc. ID (Table 1)	Ref. Doc. ID	Page#
A. Project Description	_____	_____	_____
B. Existing Conditions or Base Case Description	_____	_____	_____
C. Proposed Condition	_____	_____	_____
D. Estimated Savings with Calculations	_____	_____	_____
1. First Year kWh savings (annual)			
2. Winter Peak Energy kWh savings			
3. Winter Off-Peak Energy kWh savings			
4. Summer Peak Energy kWh savings			
5. Summer Off-Peak Energy kWh savings			
6. Summer kW coincident reduction			
7. Winter kW coincident reduction			
E. Total or Incremental Cost	_____	_____	_____
F. Minimum Requirement Document	_____	_____	_____
G. Invoices	_____	_____	_____

TABLE 1: Reference Document Identification List

Doc. ID#	Document Title/Description	Author	Date
I.	_____	_____	_____
II.	_____	_____	_____
III.	_____	_____	_____
IV.	_____	_____	_____
V.	_____	_____	_____

Note: Engineering Services provider or vendor shall furnish A-G above with the **application**. Identify document with ID number designated above. If pages are not numbered, boldly write the item number on the page where information is located.

Instructions for Completing Custom Measure Checklist

The following content shall be provided in a narrative form along with all related calculations and spreadsheets. This should describe in detail how the measure fits in the Municipal programs.

A. Project Description: Provide a brief overview of the project. Include a basic description of the facility and the function of the facility. Describe both where and how this measure fits into the facility and its operation.

B. Existing Conditions or Base Case Description: For C&I retrofit projects describe existing condition that shall be modified under this application. Include system capacity, age, hours of operation, loads, capacity, and production rate. State how system is currently operating. For C&I new construction applications provide the same information about the Base Case as is required for Proposed Conditions in Item C below.

C. Proposed Conditions: Describe the measure(s) that are proposed in detail. Include: specifications, manufacturer's data sheet, hours of operation, loads, capacity, and production rate. Also describe how the system will operate. For complex systems provide one line diagrams.

D. Estimated Savings with Calculations: Provide Calculations that show the following.

1. First Year kWh savings (annual)
2. % of Winter Peak Energy : 6AM - 10PM, weekdays, October to May
3. % of Winter Off-Peak Energy kWh savings: 10PM - 6AM weekdays, all day weekends, October to May
4. % of Summer Peak Energy kWh savings : 6AM - 10PM, weekdays, June to September
5. % of Summer Off-Peak Energy kWh savings : 10PM - 6AM weekdays, all day weekends, June to September
6. Summer kW coincident reduction 1PM - 5PM, weekdays, June to August (Input negative number for increased usage)
7. Winter kW coincident reduction 5PM - 7PM, weekdays, December to January (Input negative number for increased usage)

E. Total or Incremental Cost: Provide a detailed breakdown of costs associated with the measure including written proposals from vendors and contractors or itemized estimates of components from up to date estimating manuals. For New Construction projects include the same budget cost data for the Base Case and show the calculation of the incremental cost.

F. Minimum Requirements Document (MRD): Include a copy of the final version signed by a Technical Representative and the customer.

G. Invoices: Provide copies of all invoices for work associated with the design and installation of the measure.

Summary Information

Non-Electric Benefits (NEBs): If there are quantifiable Custom NEBs associated with this project, please provide the value for each applicable NEB

Gas-Non Heating	Therms _____	\$ _____
Gas-Space Heating	Therms _____	\$ _____
Oil	Gallons _____	\$ _____
Wastewater (Sewer)	Gallons _____	\$ _____
Water	Gallons _____	\$ _____
Labor	_____	\$ _____
Materials	_____	\$ _____
Site Environment	_____	\$ _____

Reference Document Identification List

Doc. ID#	Document Title/Description	Author	Date
VI.	_____	_____	_____
VII.	_____	_____	_____
VIII.	_____	_____	_____
IX.	_____	_____	_____
X.	_____	_____	_____

NEB Categories

NEB	Units	Comments
Oil	Gallons	All fuel oil used, identified as #2, #4, or #6
Gas, Heating	Therms	Natural or propane gas used for heating applications
Gas, Non Heating	Therms	Natural or propane gas used in non-heating application
Water	Gallons	
Waste Water	Gallons	
Labor	\$	In-house or contract labor costs for productions, training, or maintenance; best if fully burdoned with overhead costs, etc.; if not, state so
Material	\$	Production or maintenance, including scrap reduction
Site Environment	\$	E.g., hazardous waste handling, NO _x credits, landfill
Other	\$	E.g., reduced product spoilage, increased rental or production revenue, transportation costs

TERMS AND CONDITIONS

- 1. Customer Eligibility.** The Program is available to all non-residential customers in the service territory of either Boston Edison Company, Commonwealth Electric Company or Cambridge Electric Light Company (individually, "the Company") that contribute to the energy conservation fund.
- 2. Rebates.** Subject to these Terms and Conditions ("T&Cs"), the Company will pay rebates to eligible Customers for the installation of those electric conservation measures ("ECMs") described within this work-sheet and site-specific custom measures that are approved by the Company.
- 3. Program Changes, Suspension & Cancellation.** The Program and these T&Cs may be changed by the Company at any time without notice. Pre-approved applications will be processed to completion under the T&Cs in effect at the time of the pre-approval by the Company. Submission of a completed application does not entitle the Customer to program participation. Entitlement to program participation can only occur after the Company has signed a copy of the application and granted pre-approval.
- 4. Customer Application and Analysis.** The Company reserves the right to reject or modify any calculations of energy saving potential of the proposed ECMs, based on the Company's own analysis.
- 5. Pre-Approval and Pre-Installation.** Survey The Company is not bound to pay any rebates unless the Company pre-approves the ECMs proposed by the Customer and completes a satisfactory pre-installation survey of the Customer's facilities. The Company reserves complete discretion to approve or disapprove any proposed ECMs.
- 6. Authorization.** The Company will have no obligation to pay rebates for any ECMs installed prior to the issuance of the Company's written authorization.
- 7. Limited Scope of Review.** Review of design and inspection of installations by the Company is limited solely to determining whether program conditions have been met and shall not constitute an assumption by the Company of any liability with respect to the ECMs.
- 8. Rebate Amounts.** The Company reserves the right to lower the rebate amount if the quantity and/or cost of ECMs actually installed by the Customer differs from the preapproved amounts. The Company shall be entitled to a refund for rebates paid if, at any time, it determines that the ECMs were not actually and properly installed or have subsequently been disconnected.
- 9. Installation Schedule Requirements.** If the Customer has not completed installation of the ECMs within the following time periods, the Company reserves the right, at its complete discretion, to cancel the application: 180 days from the pre-approval date for the Business Solutions and Small Business Solutions programs and 12 months from the pre-approval date for the Construction Solutions Program.
- 10. Vendor Selection.** The Company has the right to exclude a vendor or contractor from participation in this program.
- 11. Post-Installation Verification.** The Company is not bound to pay any rebates until it has performed a satisfactory post-installation verification of the installation, including a verification that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training.
- 12. Installation Cost.** Prior to the Company's verification of the Customer's installation and at any other time upon the Company's request, the Customer shall give the Company copies of all itemized invoices (including all materials, labor, and equipment discounts) reflecting the costs of purchasing and installing the ECMs. The Company will recognize installation costs only to the extent that they are reasonable and actually incurred by the Customer.
- 13. Removal of Equipment.** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the ECMs in accordance with all legal requirements. The Customer agrees not to install any of this equipment in the service territory of the Company or its affiliates.
- 14. Review of Specifications, Submittals and Drawings.** The Customer will provide the Company with a copy of the specifications for the construction of the Facility that will be provided to its construction contractors. Such specifications must include the ECMs. The Company may refuse to pay rebates if the specifications do not adequately provide for installation of the ECMs consistent with good engineering and energy-efficient design practices. Customer will, upon request by the Company, provide a copy of the as-built drawings and equipment submittals for the Facility. The Company may refuse to pay rebates if the final submittals and drawings do not adequately reflect the installation of the ECMs consistent with the original design intent as identified on the Customer application and worksheets.
- 15. Rebate Payments.** The Company expects to pay the rebate within thirty (30) days after satisfactory post installation verification and verification of installation costs. The Customer may direct that rebates be paid directly to the Customer's contractor. The Customer is solely responsible for declaring and paying all taxes applicable to the benefit derived by the Customer from participation in the program.
- 16. Follow-up Visits.** With advance notice, the Company reserves the right (but shall have no obligation) to make a reasonable number of follow-up visits to Customer's Facility during the 36 months following the Actual Completion Date noted on page 1 of this application to provide the Company with an opportunity to review the operation of the ECMs for program evaluation purposes.
- 17. Limitation of Liability.** The Company's liability will be limited to paying the rebates specified in this agreement. Neither the Company nor any of its affiliates shall be liable to the Customer for any direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
- 18. No Warranties.** The Company does not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and the Company EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any product or services. The Customer acknowledges that neither the Company nor any of its consultants are responsible for assuring that the design, engineering and construction of the Facility or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The Company makes no representations or warranties of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
- 19. Obligations of the Parties.** Customer acknowledges that Vendor is not an agent, contractor or subcontractor of the Company, and is an independent contractor engaged by the Customer, and that the Company does not manage or control the Vendor's performance. The Company shall have no liability for Vendor's failure or delay to perform, or for failure of the ECMs to function, or for any personal injury (including death) or property damage caused by Vendor or the ECMs, and Customer agrees to waive and release all claims related to the foregoing against the Company and its affiliates. The Company shall have no obligation to perform any of the Vendor's work, or to maintain, remove, repair or replace the ECMs.
- 20. Compliance with Laws.** The Customer is responsible for obtaining any and all necessary licenses and permits related to the installation of ECMs and agrees to comply with all federal, state and local laws and regulations with regard to installation of ECMs, including, but not limited to, M.G.L.c. 143, § 3L.
- 21. Miscellaneous.** These T&Cs and this program application constitute the entire agreement between the parties and supersede all other communications and representations. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these T&Cs. If any provision of the T&Cs is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining T&Cs shall remain in full force and effect in accordance with their terms.
- 22. Energy Benefits.** The Company is entitled to 100% of the energy benefits associated with the ECMs, 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 Company with such further documentation as the Company may request to confirm the Company's ownership of such benefits and Products.

For NSTAR administrative use only:		
Required Inspections: Pre-Inspection date: _____	Inspector: _____	
Post Inspection date: _____	Inspector: _____	
Approvals: Pre-approval date: _____	Program manager: _____	Pre-approved Incentive: _____
Final approval date: _____	Program manager: _____	Final Incentive: _____