

**IPSWICH ELECTRIC LIGHT DEPARTMENT
RESOURCE REINVEST OWNER AGREEMENT**

This Resource ReInvest Owner Agreement (“Agreement”), is made this ____ day of _____ (“Effective Date”) by and between the Ipswich Electric Light Department, a municipal light plant operating in the Town of Ipswich pursuant to G.L. c. 164 (“IELD”) and _____ (“Owner”) (collectively the “Parties”), in connection with the installation of energy efficiency upgrades at the Owner’s property located at _____ (“Property”).

WHEREAS, IELD provides electric service to the Property;

WHEREAS, Owner owns the Property but is not the customer-of-record for electric service to the Property;

WHEREAS, Owner desires to have certain energy efficiency improvements (“Upgrades”) as identified in Section 1 of this Agreement made to the Property pursuant to IELD’s Resource ReInvest Tariffed On Bill Pilot Program (“Program”);

WHEREAS, IELD is willing to pay for the cost of the Upgrades (“Upgrade Costs”) as defined in Section 2 of this Agreement whereby IELD recovers Upgrade Costs from the current and successor electric customers at the Property by adding a Resource ReInvest overlay rate to the customer-of-record’s electric bill (“Upgrade Service Rate”);

WHEREAS, the Upgrade Service Rate is a fixed monthly charge calculated based on 80% of the estimated annual energy savings, as set forth in the Clean Energy Upgrade Plan, a copy of which is attached as Exhibit A, divided by 12 (the number of months in the year), and will remain in effect until the Upgrade Costs are recovered in full by IELD;

WHEREAS, the Upgrade Service Rate is set so that IELD will recover the Upgrade Costs in approximately [] months from the date of installation, provided the Property remains occupied and the electric customer makes regular payments; [To be completed.]

WHEREAS, IELD is willing to allow the Owner of the Property and customer-of-record to participate in the Program and IELD is willing to pay the Upgrade Costs, subject to the terms and conditions specified below;

NOW, THEREFORE, the Parties acknowledge and agree as follows:

1. **UPGRADES:** Owner agrees to permit the installation of the following Upgrades to the Property:

[NOTE TO IELD: Provide a list of the Upgrades in the approved and signed Upgrade Plan. The Upgrade Plan is attached to the T&C's.]

The Upgrades are further described in the Clean Energy Upgrade Plan, attached as Exhibit A.

2. **UPGRADE COSTS.** Pursuant to its Program, IELD will pay Upgrade Costs, as set forth below, for the installation of the Upgrades to the Property:

[Lists Costs and Total or Reference the Upgrade Plan. See chart re: Qualifying Upgrades.]

Upgrade Costs will be paid directly to the installer/contractor upon IELD's inspection and approval of the Upgrades. IELD shall recover the Upgrade Costs from the electric service customer(s)-of-record through IELD's Resource Reinvest Tariff. Upgrade Costs may not be prepaid. Any payments received by IELD in excess of the billed charges on the customer's electric bill shall be reflected as a credit to the customer's electric service account.

3. **ACCESS TO THE PROPERTY.** Upon reasonable notice, Owner agrees to allow IELD, its Program Administrators, employees, agents, and contractors to access the Property for energy audits, inspections of the Upgrades, and other activities in connection with the implementation of the Program.

4. **OWNER OBLIGATIONS.** Owner shall have the following obligations:

- (a) Owner shall be responsible to obtain quotes and engage a qualified contractor to install the Upgrades. A list of participating installers and contractors may be obtained from IELD or its Program Administrator. However, IELD does not endorse any specific contractor, manufacturer, product, system design, or technology, and does not warrant any equipment or the contractor's performance. IELD makes no warranties or representations of any kind, whether statutory, expressed, or implied, including, without limitation, warranties or merchantability or fitness for a particular purpose regarding the equipment or services provided by a manufacturer or contractor;
- (b) Owner shall keep the Upgrades in place for the term of this Agreement;
- (c) Owner shall not disconnect, remove or tamper with the Upgrades during this term of this Agreement;
- (d) Owner shall protect the Upgrades from damage and theft and shall be responsible for any damage or loss thereof. If the Upgrades are damaged or lost due to the negligent acts or omissions of the Owner or due damage by others or casualty covered by insurance or a security deposit, the Owner shall be required to replace or repair the Upgrades at its expense;
- (e) Owner agrees, at its expense, to maintain and repair the Upgrades in accordance with the manufacturer's instructions and specifications;
- (f) Owner agrees to notify IELD or its designated Program Administrator immediately if any of the Upgrades are damaged, destroyed or are otherwise no longer are in service. Owner shall take reasonable steps to restore the Upgrades to a serviceable condition and shall cooperate with IELD, its designated Program Administrator, and any

service contractors to determine the cause of the failure and/or to restore the Upgrades;

- (g) Owner shall notify all current and successor occupants of the Property of their obligation to protect the Upgrades and prevent their disconnection, removal, or damage;
- (h) Owner shall notify IELD promptly of any vacancies or changes in occupancy to the Property; and
- (i) Notify any successor owner(s) of this Property of the terms of this Agreement and cause them to execute the Successor Property Owner Notice and Acknowledgment, attached hereto as Exhibit B. Owner shall be subject to the terms and conditions of this Agreement until an executed Successor Property Owner Notice and Acknowledgement is obtained.

5. INSURANCE. Owner shall carry and maintain insurance in such amount and upon such terms as set forth in the Resource ReInvest Terms and Conditions.

6. LIMITATION OF LIABILITY. IELD SHALL NOT BE LIABLE TO OWNER, CUSTOMER, OR ANY THIRD PARTY RELATING TO THE INSTALLATION, MAINTENANCE, REPAIR, OR OPERATION OF THE UPGRADES, THE WORK OF ANY INSTALLERS OR CONTRACTORS, THE PRESENCE OF INSTALLERS, CONTRACTORS, OR OTHER THIRD PARTIES ON THE PREMISES, OR THE PROVISION OF ANY SERVICE OR ACTIVITY UNDER THE PROGRAM OR IELD'S RESOURCE REINVEST TARIFF. IELD DOES NOT GUARANTEE ENERGY OR COST SAVINGS ARISING FROM THE PARTICIPATION IN THE PROGRAM OR THE INSTALLATION OF UPGRADES. PARTICIPATION IN THE PROGRAM IS VOLUNTARY AND THE OWNER AND CUSTOMER SHALL HAVE THE DUTY TO EVALUATE THE ENERGY EFFICIENCY AND ECONOMIC BENEFITS OF PARTICIPATION. TO THE EXTENT LIABILITY CANNOT BE DISCLAIMED, IELD ONLY SHALL BE LIABLE TO THE EXTENT OF ITS SOLE GROSS NEGLIGENCE AND IN NO EVENT SHALL IELD BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF PROPERTY RESALE OR RENTAL VALUE, LOSS OF REVENUE OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, AND REGARDLESS OF WHETHER THE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL OTHER LIMITATIONS SET FORTH IN IELD'S TARIFFS AND TERMS AND CONDITIONS SHALL APPLY TO OWNER TO THE EXTENT APPLICABLE AS IF OWNER IS THE CUSTOMER. TO THE EXTENT OF A CONFLICT BETWEEN THESE TERMS AND THE TERMS OF IELD'S TARIFFS AND TERMS AND CONDITIONS, THE MORE FAVORABLE TERMS TO IELD SHALL CONTROL.

7. TERM AND TERMINATION: This Agreement shall commence on the Effective Date and shall remain in effect until all Upgrade Costs have been recovered by IELD in full or until this Agreement is otherwise terminated as set forth below. IELD will notify the Owner when the Upgrade Costs have been recovered in full resulting in the termination of this Agreement. This

Agreement also may be terminated by IELD at any time in its discretion upon written notice to Owner.

8. DISCONNECTION OF ELECTRIC SERVICE FOR NON-PAYMENT: Owner acknowledges and understands that electric service at the Property may be suspended or disconnected for non-payment of the Upgrade Service Rate pursuant to IELD's Terms and Conditions to the same extent as any other electric service rate or charge. Owner may avoid disconnection of service by guaranteeing the payment of electric charges in writing and/or may have service restored by becoming the customer-of-record for electric service to the Property. If Owner becomes the customer-of-record, all rates and Terms and Conditions for the Program and the provision of electric service shall be incorporated herein and shall apply to the Owner.

9. AUDITS AND INSPECTIONS: IELD or its designee shall be permitted to conduct at least one audit between one and two years after installation of the Upgrades to confirm that the Upgrades are resulting in cost savings as set forth in the Clean Energy Upgrade Plan prepared by IELD or on its behalf for the Property. IELD also may conduct inspections, in its discretion, to determine that the Upgrades are in place and functional.

10. CONTACT INFORMATION:

IELD:

Ipswich Electric Light Department
272 High Street
Ipswich, MA 01938
ATTN: _____
Phone: _____
Email: _____

IELD PROGRAM ADMINISTRATOR:

ATTN: _____
Phone: _____
Email: _____

Owner:

Cell Phone: _____
Email: _____

11. MISCELLANEOUS

11.1 Notices. Any notice required to be sent or given shall be sent by hand delivery, registered mail, return receipt requested, by overnight courier, or email with receipt confirmed, to the contacts listed in Section 10. A copy of all legal notices shall be sent to the IELD General Manager.

11.2 Incorporation by Reference. IELD's tariffs, ReSource ReInvest Terms and Conditions, Terms and Conditions for Electric Service, rates, and all other rules, regulations, specifications, and policies, as may be amended from time to time in IELD's sole discretion, shall be incorporated herein by reference. Such requirements and obligations of the customer under such tariffs, terms and conditions, and policies shall apply to the Owner to the extent applicable.

11.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and cancels and supersedes any prior or contemporaneous understanding and agreements between the Parties relating thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied, statutory or otherwise between the Parties, except as expressly set forth in this Agreement. This Agreement shall not be amended, supplemented, or modified except in writing signed by the Parties hereto.

11.4 Severability. The provisions of this Agreement shall be deemed severable. If any court of competent jurisdiction shall hold any provision of this Agreement void or unenforceable, it shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

11.5 Headings. All headings and captions contained herein are for convenience and ease of reference only and are not to be considered in construing or interpreting any provision of this Agreement.

11.6 Force Majeure. IELD shall not be deemed to have breached any provision of this Agreement due to acts or events beyond its reasonable control, including but not limited to acts of God, strike, lockout, labor unrest, labor dispute, or acts of third parties not under IELD's sole control.

11.7. Assignment. This Agreement shall not be assigned except to the subsequent owners of the Property. The Owner shall cause the prospective owner to sign a Successor Property Owner Notice and Acknowledgment, attached hereto as Exhibit B. Owner shall notify IELD in writing of any change of ownership to the Property within 30 days of closing.

11.8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be brought exclusively in the appropriate state or federal court located in Essex County, Massachusetts.

11.9 Waivers. A Party's consent to, or waiver of, a breach by the other Party must be in writing and shall not constitute consent to, or a waiver of, any other, different or subsequent breach.

11.10 Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one instrument. Any facsimile signature of this Agreement shall be as binding as if originally executed, and an original signature shall be forwarded to the other Party within a reasonable period of time thereafter.

Owner(s)

[All owners must sign]

By: _____

Print: _____

Date: _____

IELD

By: _____

Print: _____

General Manager

Date: _____

DRAFT

Clean Energy Upgrade Plan

EXHIBT A

[To be Inserted]

DRAFT

EXHIBIT B

SUCCESSOR PROPERTY OWNER NOTICE AND ACKNOWLEDGMENT

PROPERTY ADDRESS: _____ (“Property”)

CURRENT OWNER: _____ (“Owner”)

PROSPECTIVE PURCHASER IS HEREBY NOTIFIED:

1. The Property received energy efficiency improvements (“Upgrades”) pursuant to Ipswich Electric Light Department’s (“IELD”) Resource ReInvest Tariff-On-Bill program (“Program”).
2. IELD recovers the cost of the Upgrades from the electric service customer(s)-of-record pursuant to its tariff.
3. As a condition to receiving the Upgrades, the Owner entered into the Resource ReInvest Owner Agreement, dated [redacted], a copy of which is attached hereto (“Agreement”).

By signing this Notice and Acknowledgement, Prospective Purchaser agrees to comply with the terms and conditions of the Agreement upon its purchase of the Property for the remainder term. Within three business days of the closing of the Property, Prospective Purchaser shall notify IELD and provide its contact information.

Prospective Purchaser also acknowledges that IELD’s tariffs, rates, charges, and terms and conditions for service also shall apply if Prospective Purchaser receives electric service at the Property as a customer of IELD and Prospective Purchaser shall be responsible for paying all applicable rates and charges for service including but not limited to the Upgrade Service Rate.

ACKNOWLEDGMENT:

Name of Prospective Purchaser(s): _____

Signature: _____

Current Address: _____

Cell Phone: _____

Email: _____