

## **ReSource ReInvest Pilot Program**

### **Terms and Conditions**

**and**

### **Upgrade Service Rate**

**1. Applicability:** These terms and conditions apply to Ipswich Electric Light Department's ("IELD") Resource ReInvest Tariffed On Bill ("TOB") Pilot program ("Program"). IELD will pay for qualifying energy efficiency improvements ("Upgrades"), as defined in Section 2, for approved participating customers at the service location and recover the cost of service through a Resource ReInvest overlay rate ("Upgrade Service Rate") applied to the customer's monthly bill. The Program is a temporary program which may be discontinued, modified, or replaced by IELD in its sole discretion.

**2. Eligibility:** The customer must be a residential customer in good-standing and current on all electric bills, schedule an audit to analyze energy efficiency upgrades at the service location, and receive a Clean Energy Upgrade Plan ("Plan") identifying qualifying Upgrades to the service location. A sample Plan is attached as Appendix A. Qualifying Upgrades consist of recommended improvements to the service location that will result in sufficient energy savings that, over a period not to exceed 80% of the forecasted life of the installed Upgrades, 80% of the projected savings will equal or exceed the cost of the Upgrades. Upgrades installed offsite or on adjacent parcels that do not have any load requirements, other than parasitic load, are not eligible for participation in the Program. Upgrades must be installed at habitable residential properties. Installation of Upgrades at manufactured homes are not eligible unless constructed on a permanent foundation and fabricated after 1982. All equipment and materials used in the Upgrades must be purchased and not leased or rented.

**3. Participation:** To participate in the Program, the customer must sign and return the Plan to IELD, receive approval from IELD to participate in the Program, and implement the Upgrades set forth in the Plan. For tenant customers, the property owner must sign a Clean Energy Upgrade Owner Agreement, substantially in the form set forth in Appendix B before the payment of any Upgrade Costs will be approved by IELD. For condominium properties, the condominium/homeowner's association must sign the Clean Energy Upgrade Owner Agreement for Upgrades to be installed in common areas. Customers may be required to participate in an IELD load control program. Participation is subject to the availability of funds for the Pilot Program. IELD may limit the number of participants and/or level of funding, as determined by IELD in its discretion. IELD reserves the right to select participants for the Pilot Program to obtain the broadest representative sample of customers, property types, and energy sources.

**4. Clean Energy Upgrade Plan:** Following the home energy audit, the customer will receive a report identifying various energy efficiency solutions for the service location. If IELD determines that the customer satisfies the eligibility criteria, IELD will perform or cause to be performed a cost-effectiveness analysis of the property to evaluate the energy savings and costs of measures to improve energy efficiency, electrify the building, and lower total energy costs. IELD will prepare a Clean Energy Upgrade Plan for the customer's review and approval identifying recommended Upgrades eligible under the Program, the estimated cost for the Upgrades ("Upgrade Cost"), the estimated annual energy savings for the property based on all energy sources (electric, gas, heating oil) resulting from the installation of the Upgrades, and the monthly charges to be added to the customer's electric bill. Modeled savings may not reflect actual savings. Any cost estimate for Upgrades provided in the Plan is for informational purposes. The customer is responsible for obtaining quotations from qualified installers. The customer shall provide IELD with the quotations prior to contracting for the work to ensure that the Upgrade Cost is reasonable and will be paid by IELD. The customer shall be under no obligation to install the Upgrades unless and until the customer signs and accepts the Plan and IELD approves payment of the Upgrade Cost.

**5. Contract for Installation of Upgrades:** The customer, or the property owner if the customer does not own the property, shall be responsible for entering into an agreement with a qualified contractor(s) for the installation of the Upgrades. IELD may enter into participation agreements with contractors to assist the customer in locating local contractors willing to perform the work. 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 limitations, warranties or merchantability or fitness for a particular purpose regarding the equipment or services provided by a manufacturer or contractor, even if such contractor is on a contractor list or entered into a participation agreement with IELD.

**6. Approval and Payment of Upgrades:** The customer shall notify IELD when the installation of the Upgrades is complete. IELD will schedule an inspection to ensure that the Upgrades are functional and have been installed in accordance with the Plan. Inspections may be conducted onsite or virtually, at IELD's discretion. Invoices from the contractor shall be submitted to IELD, as directed by IELD in the Plan. IELD will pay the contractor directly for approved Upgrade Costs.

**7. Obligation to Maintain Upgrades.** The customer shall have an obligation to maintain the Upgrades until the Upgrade Costs are recovered in full by IELD. The customer shall: (a) not disconnect, uninstall, remove, or transfer the Upgrades to another location, (b) protect the Upgrades from damage or loss; (c) maintain, repair, and replace the Upgrades at its expense in accordance with manufacturer's instructions or if the customer is not the owner of the service location, the customer shall notify the owner of any suspected operational issues with the Upgrades and shall permit the owner to perform such maintenance and repairs within a

reasonable amount of time. The customer shall be responsible for the acts and omissions of members of its household and their guests and invitees. The customer shall report any loss, damage, or failure of the Upgrades to IELD as soon as possible. Failure or damage to the Upgrades shall not relieve the customer of its obligation to pay the monthly Upgrade Service Rate pursuant to Paragraph 9.

**8. Insurance.** The customer shall maintain insurance in such amount sufficient to replace or repair the Upgrades due to loss or damage. The customer shall submit proof of insurance upon IELD's request.

**9. Upgrade Service Rate.** The customer will be charged a monthly Upgrade Service Rate in addition to the regular monthly charges under the applicable rate schedule. The Upgrade Service Rate shall be calculated based on 80% of the estimated annual energy savings, as set forth in the Plan, divided by 12 (the number of months in the year). The Upgrade Service Rate shall remain in effect until the Upgrade Costs are recovered in full by IELD. IELD does not guarantee that the installation of the Upgrades will result in lower electric service usage or charges.

**10. Billing:** The Upgrade Service Rate will be applied to the customer's monthly bill following IELD's approval of the installation of the Upgrades. Billing and collection of the Upgrade Service Rate and fees will be subject to IELD's terms and conditions for electric service and applicable statutes and regulations.

**11. Service Tied to the Meter:** Service under these Terms and Conditions is tied to the meter and not a specific customer. The customer shall be responsible for the payment of the Upgrade Service Rate and compliance with these Terms and Conditions until the Upgrade Costs are paid in full.

**12. Suspension of Service Upgrade Rate.** The Service Upgrade Rate will be suspended while service to the property is terminated or disconnected and will resume when a successor occupant receives electric service. The Service Upgrade Rate will apply during periods of vacancy if the property owner has applied for continuous service and is the customer-of-record for such period. Upon request of the customer, IELD, in its discretion, may suspend the Service Upgrade Rate if the Upgrades are not functional until repairs or replacements are made. IELD may suspend the Service Upgrade Rate for any such period determined by IELD as part of a budget or payment plan with the customer pursuant to 220 CMR 25.00 or during periods when the customer is entitled to shut-off protection.

**13. Termination of Service Upgrade Rate.** The Service Upgrade Rate will terminate automatically when the Upgrade Costs have been recovered in full. IELD may notify the customer and the property owner where different of the termination of the Service Upgrade Rate and the customer's and/or property owner's obligations hereunder.

**14. Termination of Electric Service.** Electric service is subject to suspension or termination for non-payment and late payment of the Upgrade Service Rate or other electric service rates and charges in accordance with IELD's terms and conditions for electric service.

**15. Limitation of Liability.** IELD SHALL NOT BE LIABLE TO THE CUSTOMER, PROPERTY OWNER 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 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.

**16. 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.

**17. Access to the Property.** Upon reasonable notice, customer shall provide IELD, its Program Administrators, and their employees, agents, and contractors access the Property for energy audits, inspections, and other activities in connection with the implementation of the Program.

**18. Applicability of Other Tariffs and General Terms & Conditions.** IELD's rates and General Terms & Conditions for electric service shall apply to the extent applicable and to the extent such terms are not inconsistent with any specific provision or requirement herein. 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.

**19. Duty to Cooperate.** The customer shall cooperate with the reasonable requests of IELD and/or its Program Administrator regarding the implementation of the Program. The Program Administrator will be identified on the Plan and/or in IELD's then-current Program materials.

**20. Amendment of Terms and Conditions/Program.** IELD reserves the right to amend these Terms and Conditions in accordance with G.L. c. 164 and/or discontinue the Program, as IELD deems necessary or desirable, in its sole discretion.

**APPENDIX A**

**RESOURCE REINVEST PROGRAM**

**CLEAN ENERGY UPGRADE PLAN**

**Note:** IELD may wish to refer to this form as the Clean Energy Upgrade Plan and refer to the report by another name since, as we understand, the report will include measures not included in the program and will be prepared for any customer that requests a home energy assessment, even if the customer does not intend to participate in the program. The report could be attached to or reference in this Plan. IELD would complete this form with the customer’s name, property address, upgrade information, estimated costs, and estimated payment. IELD may complete other information with the customer’s assistance or require the customer to complete the remainder of the form and return with the submission of quotes.

**Name of Customer:** \_\_\_\_\_

**Name of the Property Owner(s)** (list all owners of record): \_\_\_\_\_

**Service Location:** \_\_\_\_\_

**Type of Property:** Single Family Home  Condominium/Townhouse  Other  \_\_\_\_\_

Owner-occupied  Rental  (check all that apply)

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**Qualifying Upgrades:** On \_\_\_\_\_, an energy audit/assessment was performed by or on behalf of the Ipswich Electric Light Department (“IELD”) at the above Service Location. IELD determined that the following Upgrades qualify for funding under IELD’s Resource ReInvest Tariff-On-Bill Program.

Description of the Upgrades(s)	Estimated Cost	Approximate Energy Savings	Savings Investment Ratio
<b>Total:</b>			

\*A more detailed description may be set forth in the assessment report.

\*\*The Customer is responsible for contracting directly with a qualified installer for the work.

**Quotations for Upgrades:** The Customer has submitted bona fide quotations/bids required by IELD for the Upgrades. Yes  No  [Please attach]

**Contractor Information:** The Customer proposes to engage the following contractor(s) to install the Upgrades:

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Monthly Payment:** Participation in the Program will result in the following estimated monthly payment added to the Customer's Electric Bill \$\_\_\_\_\_. [Payment may vary based on actual approved cost of the Upgrades.]

**Participation is subject to IELD's approval and the Resource ReInvest Terms and Conditions and Upgrade Service Rate, as may be amended.**

**For tenant customers, the property owner must return a signed Resource Reinvest Owner Agreement.**

Customer Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

*Please return the completed and signed Clean Energy Upgrade Plan to:*

\_\_\_\_\_

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### **Participation Approval and Customer Acceptance**

The Customer has been approved  disapproved  for participation in the Resource ReInvest Tariff-on-Bill Program.

Approval is  is not  conditioned upon execution of a Resource Reinvest Owner Agreement.

Approved Upgrade Cost: \_\_\_\_\_

Monthly Bill Payment: \_\_\_\_\_

IELD Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Payment will be made directly to the contractor(s). Contractor invoices must be submitted to: \_\_\_\_\_

**APPENDIX B**

**STANDARD FORM**

**RESOURCE REINVEST OWNER AGREEMENT**

[to be inserted]