# **Program Terms and Conditions Acknowledgment**

Together, we make good happen for Massachusetts: Berkshire Gas, Cape Light Compact, Eversource, Liberty, 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. HERS Raters are required to obtain a signed copy of this form prior to applying to the program.

Participant Signature	Date	HERS Rating Company
Participant Name	Project Address	
Participant Email	Phone Number	
Incentive Recipient Name	Incentive Recipient Address	

## **Program Terms and Conditions**

### **2023 Eligibility Requirements**

- Homes must be individually metered, electric and/or gas customers of Sponsors.
- 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.
  - 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.
- 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.
- 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 HERS Rater. 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.
- Air source heat pump equipment must be installed by a Mass Save HPIN contractor. Air source heat pump equipment must also be listed on the Heat Pump Qualified Products List (HPQPL) or certified to Energy Star 6.1 Cold-Climate Specification.
- 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 exhaust-only system with a remote mounted fan
- A minimum of 90% of the lamps in permanently installed lighting fixtures in added or renovated areas should be high-efficacy lamps as verified by a HERS Rater during the final inspection.
- Projects must generate positive electric and natural gas energy savings.
- 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.

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#### **Incentive Guidelines**

- Homes with atmospherically vented combustion appliances must be tested in accordance with ANSI/ACCA 12 QH-2014, Appendix A. Failing appliances must be documented and corrected prior to Final Submission.
- The submission of this application does not guarantee receipt of incentives.
   Written approval from Mass Save will state the amount 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 defined performance requirements. The Sponsors of Mass Save pay the HERS Rating 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 HERS Rating company.
- Participants who receive performance-based incentives through Mass Save may also receive Mass Save Heating & Cooling rebates for air source and ground source heat pump equipment only. Participants are NOT eligible to receive any other Mass Save Heating & Cooling equipment rebates whether directly through Mass Save Heating & Cooling or the Mass Save Commercial/Industrial (C/I) Upstream Incentive programs.
- Participants who receive air source and ground source heat pump rebates through the Mass Save Heating & Cooling program are eligible to participate in the Residential New Construction program. Participants who receive equipment rebates through the Mass Save Heating & Cooling or the Mass Save C/I Upstream programs for all other equipment types 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.
- The final incentive will be paid to the incentive recipient name and address listed on this form. In the event of a change in recipient, it is the responsibility of the HERS Rater to notify the program.
- If the incentive recipient is not the property owner, then the incentive recipient listed on this form attests that the property owner is informed and has agreed to the incentive payment being made to the name or entity listed on this form.
- Homes serviced by a municipal electric company are eligible to participate
  only when heated with natural gas by a sponsoring gas utility. Municipal
  electric 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, THEIR 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 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.

#### **Additional Information**

- 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.
- 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 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 Sponsors, their agents, and their 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 Independent System Operator-New England Energy
  Capacity and Reserves Products, and the customer agrees to provide the
  EEPP with such further documentation as the EEPP may request to confirm
  the EEPP'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, ITS 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 and HERS Raters 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 and HERS Raters reserve the right to exclude any
  premises, or vicinity therein, deemed potentially unsafe or harmful to health
  or wellbeing.

