



# Prescriptive Lighting Application Form

1-800-797-6699  
www.capelightcompact.org

<input type="checkbox"/>	New Construction
<input type="checkbox"/>	Retrofit

## CUSTOMER INFORMATION

Company Name:	Phone:	
Contact Person:	Fax:	
Address:	City:	Zip:
Mailing Address (if different):	City:	Zip:

## ACCOUNT INFORMATION

Electric Account Number:  
\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Federal ID#  
\_\_\_\_\_

## VENDOR INFORMATION

Vendor:	Contact:	Phone:
Address:		

## PAYMENT METHOD

Check to applicant (circle one):  
Incorporated, Not Incorporated, Exempt

Check to vendor (must be registered with CLC)

## PROGRAM REQUIREMENTS/GUIDELINES

All fixtures must operate for at least 1000 hours. All Fluorescent Fixtures must have new T8 or T5 lamps and new electronic ballasts. All Fluorescent Fixtures with High Performance (HP) T8 lamps and ballasts must meet or exceed the Consortium for Energy Efficiency's (CEE) High Performance T8 or Reduced Wattage T8 specifications. For detailed eligibility requirements and a list of qualifying lamps and ballasts, please log onto CEE's web site at www.cee1.org. Ballasts must be <20%THD and >90% power factor.

- (1) Fixture efficiency must exceed 75% for 2x4 parabolic fixtures, 83% for prismatic fixtures, or 70% for 2x2 parabolic louver fixtures
- (2) Fixture must be equipped with 1 or 2 T5, T5HO, or HPT8 lamps. Advanced Recessed (Volumetric) Fluorescent 2x4: overall fixture efficiency must be 80% or greater and must be equipped with glare reducing diffusers.
- (3) Minimum reflectivity 91%
- (4) Installation height <=16 feet
- (5) Up to 20% up-light as an integral fixture feature (typical slots) may be included but only in instances where white or light colored walls and ceiling exist
- (6) Switchplate mounted not eligible
- (7) Manual "ON" or override switches are not eligible
- (8) Minimum 4 ballast per control
- (9) Control applications required by the MA Energy Code are not eligible

## Primary Use

Restaurant   
  Hotel/Motel   
  Elementary/High School   
  Grocery   
  Warehouse   
  Multi-family   
  Retail  
 University/College   
 Health Facility   
 Industrial/Manufacturing   
 Office   
 Other: \_\_\_\_\_   
 Total Sq. Ft.: \_\_\_\_\_

<b>PE Stamp</b> May be required by the CLC
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RESERVED FOR CAPE LIGHT COMPACT ONLY	
Authorized Payment \$ _____	
Cape Light Compact Authorization _____	
Date: _____	
Pre-Approval	Post-Approval

**INSTRUCTIONS**

Before installing the new equipment, with the assistance of the Cape Light Compact (CLC) and vendor and/or engineer, complete the Application Form and worksheet pages. Return the completed Application with the required documentation to:

**Attn: C & I Programs  
Cape Light Compact, PO Box 427 SCH  
Barnstable, MA 02630**

CLC will review your Application, and if appropriate, conduct a survey of the site. After CLC has approved the Application, you will be notified in writing and you may purchase and install the approved equipment.

**Pre-approval is required for all Prescriptive Lighting applications.**

**After installing the new equipment, resubmit pre-approved applications with all receipts and copies of the itemized invoices from your vendors with post certification signed to CLC.**

**CUSTOMER CERTIFICATION STATEMENT**

**Pre-installation** - I certify that all statements made in this application, including all worksheets, are correct to the best of my knowledge and that I have reviewed the measures proposed in these worksheets and acknowledge that they are appropriate for the type and purpose of the facility in which they are to be installed. I also certify that I have read the Terms and Conditions on page 5 and agree to them, including those provisions regarding warranties, and I further understand and acknowledge that the offer to pay incentives is also subject to those Terms and Conditions. I also certify that I am a customer of CLC and that I am authorized to sign this application on the customer's behalf.

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

Name (print): \_\_\_\_\_

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

Facility Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Post-Installation** - I certify that I have seen the conservation measures that have been installed, I am satisfied with their installation and I agree to the Terms and Conditions.

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

**Measure Information**

Please review CLC's eligibility requirements. Attach invoices, product specification sheets, CLC's lighting systems inventory worksheet including location and description of fixtures and controls, and other relevant documentation to this sheet.

Fixtures & Controls	Eligibility Requirements	Min. wattage Controlled per control	Number of fixtures/ controls	Incentive per fixture/control	Requested Incentive
HP T8/T5 lamp with Electronic Ballast				\$10	
High Efficiency Troffer Fixture with HP T8/T5	(1)			\$20	
Advanced Recessed Volumetric Fixture with HP T8/T5	(2)			\$40	
Indirect (Suspended) Low Glare Fixtures with HP T8/T5	(2,9)			\$35	
4' Industrial Fixture with Reflector with HP T8/T5	(3,4,5)			\$20	
8' Industrial Fixture with Reflector with HP T8/T5	(3,4,5)			\$25	
Compact Fluorescent with Dimmable ballast				\$40	
Occupancy Sensor - Remote Mount	(6,7,9)	135		\$75/Control	
Occupancy Sensor - Wall Mount	(7,9)	90		\$25/Control	
Occupancy Controlled High/Low	(7,9)	150		\$40/Ballast	
Daylight Dimming System	(7,8,9)	150		\$40/Ballast	
<b>Total Fixture and Controls \$</b>					

**Ballast Disposal Option:**  No  Yes If yes, estimate the number of ballasts to be disposed. \_\_\_\_\_

# Lighting Inventory Sheet

		Existing Fixtures (Retrofit only)					Proposed Fixtures				
	Location	Qty	Lamp/Ballast Description	Type	Existing Lamp/Ballast Wattage	Qty	Lamp/Ballast Description	Type	New Lamp/Ballast Wattage	Annual Operating Hours	
Ex	Lobby - West Entrance	4	4' 3 Lamp T12 Magnetic	Recessed Troffer	110 Watts	4	4' 2 Lamp T8 Electronic	Recessed Troffer	60 Watts	3,200 hours	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Note: Attach additional inventory sheets if necessary

# Lighting Inventory Sheet

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6											
7											
8											
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10											

Note: Attach additional inventory sheets if necessary

### 1. Rebates

(a) Subject to these Terms and Conditions (hereafter referred to as "Ts & Cs"), the Cape Light Compact (hereafter referred to as "CLC") will pay rebates under its Custom Program to eligible customers for the installation of those energy conservation measures (ECMs) described within this worksheet and site-specific measures that are approved by the CLC. The sole source of funding for such rebate payments will be funding made available to the CLC under its Energy Efficiency Plan as originally approved by the Department of Telecommunications and Energy on April 6, 2001. The CLC shall not be obligated to apply any other source of funding to satisfy such rebate payments. In the event that the CLC's funding under its Energy Efficiency Plan is terminated, suspended, restricted or exhausted, the CLC shall not be obligated to make any further such rebate payments. (b) "ECMs" are those energy conservation measures described in the attached Lighting Systems Incentive Table or site-specific custom energy conservation measures that are approved by the CLC.

### 2. Customer Eligibility

The Custom Program is available to all non-residential customers in the CLC territory.

### 3. Pre-Approval and Pre-Installation Survey

(a) The CLC shall not be obligated to pay any rebate hereunder unless the CLC pre-approves the ECMs proposed by the customer and completes a satisfactory pre-installation survey of the customer's facilities and determines that the other requirements set forth in the application and these Ts & Cs have been satisfied. (b) The CLC shall have sole discretion to approve or disapprove of any proposed ECMs.

### 4. Post-Installation Verification

The CLC shall not be obligated to pay any rebates hereunder until it has determined that the ECMs were installed in a manner that is consistent with the purpose of achieving energy savings and generally accepted good engineering practices and that the other requirements set forth in the application and these Ts & Cs have been satisfied. The CLC shall have sole discretion to make the foregoing determination. If the CLC determines that the ECMs were not installed in a manner that is consistent with the purpose of achieving energy savings or generally accepted good engineering practices, the CLC may require changes before making any rebate payments hereunder. If such changes fail to remedy the unsatisfactory installation, the CLC may refuse to make the rebate payments. In addition, the CLC will not pay rebates until it has verified that the customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training.

### 5. Customer Application and Analysis

(a) In addition to completing the Application Form and supporting documentation, the customer may be required by the CLC in its sole discretion to provide an analysis of the energy savings and peak demand reduction including non energy savings (such as water savings). In some cases, the analysis must be prepared by a Professional Engineer licensed in the Commonwealth of Massachusetts. Nameplate data may be required for ECMs having rebates based on peak demand. (b) The CLC will independently review the customer's application and analysis to determine the energy saving and demand reduction potential. The CLC shall have sole discretion to reject or modify any calculations, based on the CLC's own analysis.

### 6. Monitoring

The CLC shall have sole discretion to perform pre- and post-installation monitoring of the installed ECMs in order to determine the actual kW reduction and energy savings.

### 7. Site-Specific Custom Measures

The CLC will only approve of those site-specific custom ECMs that the CLC believes have cost-effective demand reduction potential. In any case, the CLC shall have sole discretion to approve or disapprove of any proposed site-specific custom ECMs.

### 8. Rebate Amounts

(a) Before pre-approving any rebate amounts requested by the customer, the CLC shall have sole discretion to adjust and/or negotiate the rebate amount. (b) Once a rebate amount is pre-approved, the CLC will pay no more than the cost to the customer of purchasing and installing the ECM, or the preapproved rebate amount, whichever is less. (c) The CLC shall have sole discretion to lower the rebate amount if the quantity and/or cost of ECMs actually installed by the customer differs from the pre-approved amounts. Notwithstanding any other provision of these Ts & Cs, the CLC shall have sole discretion to seek a refund for rebates paid if, at any time, it learns that the agreed to ECMs were not actually and properly installed or have subsequently been disconnected.

### 9. Installation Cost

(a) Prior to the CLC's verification of the customer's installation and at any other time upon the CLC's request, the customer, at its own expense, shall give the CLC copies of all itemized invoices (including all materials, labor, and equipment discounts) reflecting the costs of purchasing and installing the ECMs. The itemized invoices shall include a breakdown of all ECMs purchased for installation under these Ts & Cs. In addition, the CLC may request any other reasonable documentation or verification of the cost to the customer of purchasing and installing the ECMs. The customer shall provide such additional documentation or verification at its own expense. The CLC shall have sole discretion to require, at any time, invoices from the customer's contractor to determine the price paid by the contractor (including any discounts or rebates) for the ECMs. Such invoices shall be provided at no expense to the CLC. For custom ECMs, the CLC shall have sole

discretion to use the contractor's reasonable costs in order to determine the correct rebate amount. (b) The CLC will recognize installation costs only to the extent that they are reasonable and actually incurred by the customer. (c) If custom ECMs are being installed by a contractor under a "shared savings" contract, the CLC shall have sole discretion to determine the cost of purchasing and installing the ECMs based on the reasonable retail costs of purchasing the equipment and installing the ECMs.

### 10. Date of Rebate Payments

The CLC will make a good faith effort to, but shall not be obligated to, pay rebates hereunder within thirty (30) days after the post-installation verification and verification of installation costs and verification that the other requirements set forth in the application and these Ts & Cs have been completed to the satisfaction of the CLC.

### 11. Replacement of Burn-Outs

Customers who install energy-efficient lighting ECMs are expected to replace all energy-efficient lights that subsequently burn out with lights of similar or superior energy savings efficiency at the customer's sole expense.

### 12. Follow-up Visits

(a) The CLC reserves the right to make a reasonable number of follow-up visits to a customer's facility during the thirty-six (36) months following the Actual Completion Date noted on Page 1 of the Application Form attached hereto. Such visit(s) will be at a time convenient to the customer, made with at least one week advance notice given to the customer by the CLC. (b) The purpose of the follow-up visit(s) is to provide the CLC with an opportunity to review the operation of the ECMs for program evaluation purposes. (c) During the follow-up visit(s), the CLC may make suggestions to the customer regarding operation of the ECMs, but the customer is under no obligation to follow any such suggestions. If the customer does follow any such suggestions, however, the customer hereby agrees to release and to indemnify the CLC and its officers, employees, agents, representatives and attorneys from and against any and all claims that may at any point arise in connection with the customer's reliance on such suggestions. (d) The CLC is under no obligation to (i) make follow-up visits, (ii) review the operation of the ECMs, or (iii) make any suggestions of any kind to the customer.

### 13. Limited Scope of Review

The scope of review by the CLC of the design and installation of the ECMs shall be limited solely to determining whether program conditions have been met. It shall not include any kind of safety review. Inspections by the CLC shall not constitute a representation or warranty by the CLC as to the proper implementation or effectiveness of the ECMs and shall not constitute an assumption by the CLC of any liability whatsoever with respect to the ECMs.

### 14. Program Changes, Suspension & Cancellation

(a) The Custom Program and these Ts & Cs may be changed by the CLC at any time without notice. Pre-approved applications, however, will be processed to completion under the Ts & Cs in effect at the time of the pre-approval by the CLC. (b) The CLC shall have sole discretion to stop pre-approving ECMs at any time without notice. In particular, the CLC is not obligated to pre-approve any application for a rebate that may result in the CLC exceeding its regulatory imposed budget for the program. (c) The program described in this application may be altered, suspended, or canceled by the CLC at any time without prior notice. The customer is not entitled to any program benefits or review of its application in such a circumstance. Submission of a completed application does not entitle the customer to program participation.

### 15. Payments Assignable to Contractors

The customer may direct that rebates be paid directly to the customer's contractor.

### 16. Publicity of Customer Participation

Unless the customer objects in writing at the time of submitting an application, the CLC may publicize the fact of the customer's participation in the program, the results, the amount of rebates paid to the customer, and any other information which reasonably relates to the customer's participation.

### 17. Installation Schedule Requirements

(a) Unless the customer has submitted (prior to pre-approval of the application) a specific alternative installation schedule which is accepted by the CLC, as described in Paragraph 19 (b) below, the ECMs must be installed within one hundred eighty (180) days of the date of preapproval. (b) Every customer unable to complete installation of the ECMs within the one hundred eighty (180) day period described above must submit a proposed alternative installation schedule prior to pre-approval of its application and provide reasons why the customer cannot complete installation within one hundred eighty (180) day period. The CLC shall have sole discretion to accept the proposed alternative installation schedule, to reject the application or to require installation at an earlier date. (c) If the customer is unable to begin or complete an installation on schedule (or within the applicable installation period), the customer must notify the CLC immediately upon learning that the installation will be delayed and provide the reasons why. The CLC shall have sole discretion to cancel the application if the customer has not or is not proceeding diligently to complete the installation as soon as possible or the measures are not likely to be installed within one (1) year of the pre-approval date. (d) Notwithstanding the provisions in (a) through (c) above, if the customer has not completed installation within one (1) year from the pre-approval date, the CLC shall have sole discretion to cancel the application.

### 18. Limitation of Liability

The CLC's liability under this Agreement shall be strictly limited to paying the rebates subject to these Ts & Cs and the require-

ments set forth in the application. The CLC shall not be liable to the customer or its officers, employees, agents, representatives, or attorneys, or any third person for any consequential or incidental damages or for any damages in tort (including negligence) or otherwise that are caused by any activities associated with the Custom Program.

### 19. No Warranties

(a) The CLC does not endorse, guaranty, or warranty any particular manufacturer or product. The CLC provides no warranties whatsoever, expressed or implied, for any product or services. (b) The customer acknowledges that neither the CLC nor any of its consultants, agents or other representatives are responsible for assuring that the design, engineering and construction of the customer's facility or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The CLC does not make any representations of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.

### 20. Customer Must Pay All Taxes

The benefits conferred upon the customer through participation in this program may be taxable by the federal, state, and/or local government. The customer is responsible for declaring and paying all such taxes. The CLC is not responsible for the payment of any such taxes.

### 21. Pre-Approval Letter

After an application is approved by the CLC, the customer will receive written notification of the pre-approved rebate amount and the date that the ECMs must be fully installed to qualify for rebate payments. Any ECMs installed prior to the issuance of the CLC's written authorization will be deemed an unauthorized installation and the CLC will have no obligation whatsoever to pay rebates for those ECMs or pay any rebates until all other requirements set forth in the application and these Ts & Cs have been satisfied.

### 22. Contractor Selection

The customer may select any contractor to perform the work contemplated under this application. However, the CLC, in its sole discretion, may refuse to pre-approve an application if it determines that the chosen contractor is not technically qualified or financially responsible. Customers that are governmental bodies must abide by the procurements set forth in the Procurement Compliance Verification Form. Customers that are not governmental bodies have the right to implement their own contractor selection process.

### 23. Obligations Between the Parties

The customer understands and acknowledges that its contractor is not an agent, contractor or subcontractor of the CLC with respect to the installation of any ECM or otherwise. In the event of the failure of any ECM to perform as expected, the customer agrees that the customer's sole recourse is to the contractor and not the CLC. The CLC shall not maintain, remove or perform any work whatsoever on the ECMs installed. The customer understands and acknowledges that its participation in the Custom Program is voluntary and that the customer approves the contractor to install the ECMs proposed. The customer agrees that it shall not hold the CLC liable for the failure of any contractor to perform any of its obligations, for the failure of the ECMs to function as intended or expected, for any damage to the customer's premises caused by a contractor or for any and all damages to property or injury to persons caused by the ECMs.

### 24. Compliance with Laws

The customer agrees to comply with all federal, state and local laws and regulations which may apply to its participation in the program and performance of the work. This includes, but is not limited to, obtaining any and all necessary permits related to the installation of ECMs and complying with M.G.L.c.143, Sec. 31.

### 25. Removal of Equipment

The customer agrees, as a condition of participation in the C&I Retrofit Program, to remove and dispose of the equipment being replaced by the ECMs in accordance with all applicable laws, rules, and regulations. The customer agrees not to install any such equipment in the service territory of the CLC.

### 26. Associated Energy Benefits

The CLC is entitled to 100% of the energy benefits, including capacity/demand response savings, associated with the ECMs, excluding the value of energy cost savings realized by the customer, but including all rights to all existing and future ISO New England, Inc. Energy, Capacity and Reserves Services ("ISO-NE Services"), and the customer agrees to provide the CLC with such further documentation as the CLC may request to confirm the CLC's ownership of such benefits and ISO-NE Services.

### 27. Miscellaneous

(a) These Ts & Cs, the customer's application, and the Procurement Compliance Verification Form (if applicable) constitute the entire agreement between the parties and supersede all other communications and representations. (b) Paragraph headings are for the convenience of the parties only and are not to be construed as part of this agreement. (c) If any provision of the Ts & Cs is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Ts & Cs shall remain in full force and effect in accordance with their terms.

### 28. Recapture of Payments

If the customer either (1) substantially reduces the percentage of its energy needs which it is purchasing from the CLC because it has switched to other non-electrical energy supplies, (2) begins to generate some or all of its own electricity requirements, or (3) increases the amount of its pre-existing self-generation or cogeneration, the CLC may require the customer to reimburse the CLC for all or a portion of the rebate. The customer shall notify the CLC prior to initiating any of the events specified in (1), (2), and (3) above.