

2017

New Buildings, New Equipment, and Major Renovations

Lighting – Systems & Sensors



Electric Program Administrators



Cape Light Compact
Tel: 1-800-797-6699
www.capelightcompact.org
efficiency@capelightcompact.org



Eastern Massachusetts:
Tel: 1-844-887-1400
www.eversource.com
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Tel: 1-844-887-1400
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Unitil
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Gas Program Administrators



Berkshire Gas
Tel: 1-800-944-3212
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Columbia Gas of Massachusetts
Tel: 1-800-232-0120
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Eversource Energy
Tel: 1-844-887-1400
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Liberty Utilities
Tel: 1-508-324-7811
www.libertyutilities.com
efficiency@libertyutilities.com



National Grid
Tel: 1-800-787-1706
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efficiency@nationalgrid.com



Unitil
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efficiency@unitil.com

The New Construction Program is designed for commercial and industrial customers who are building new facilities, undergoing major renovations of an existing facility, or replacing failed equipment. The MA State Energy Code (IECC 2015) requires new construction and major renovation projects to meet the code mandated Lighting Power Density (LPD watts/square foot) in both existing and new buildings/spaces. In addition, a project that modifies or replaces greater than 10% of the existing lighting in a space or building must also meet the MA Energy Code (IECC 2015).

The Lighting Systems & Sensors Application provides incentives that will facilitate the identification and installation of premium efficient lighting equipment. Due to the current code requirements outlined above, this application is limited to facilities 20,000 square feet or less. All other New Construction lighting projects can be considered under the Performance Lighting application for lighting designs that exceed the code mandated Lighting Power Density (LPD) from a minimum 10% baseline—see <http://www.masssave.com/en/business/business-forms-documents> for the latest form.

Lighting installations required by the State Energy Code are not eligible for the incentives outlined in this application. Projects requesting incentive consideration for lighting fixtures and controls must document MA Code compliance.

Application Instructions

1. Is your project eligible?

- Equipment shall be new and shall be installed in a commercial, industrial, institutional, educational, or municipal building within an electric Program Administrator's (PA's) service territory

2. Is the equipment you intend to buy eligible?

- Product types listed in this form are eligible for prescriptive incentives. However, other measures not listed here may be eligible for custom incentives using the Custom New Construction Application
- Equipment that has received an incentive at the distributor level through the "Bright Opportunities" Upstream Lighting Program or through any other offering of the Massachusetts Program Administrators is not eligible for the incentives on this application. The incentive amounts within this application cannot be combined with any other incentives offered by the Massachusetts Program Administrators.

3. Pre-Approval requirements:

- Contact your Program Administrator before purchasing and installing the equipment
- To see if the energy efficient measure (EEM) qualifies for an incentive:
 - i. Review the Terms and Conditions governing the program, then submit a completed application form with an authorized signature
 - ii. Submit a copy of the Manufacturer's technical specification sheets ("cut sheets") for each type of eligible equipment to be purchased
 - iii. Once pre-approved, a "pre-approved incentive letter" will be issued

4. Installation and incentive requirements:

- Once pre-approved, purchase and install the qualifying equipment within twelve (12) months of PA's pre-approval
- Return the required information to your Program Administrator within 30 days of the installation:
 - i. A copy of the completed and signed pre-approval application
 - ii. If there is a change in equipment, please submit a new manufacturer's technical specification sheets ("cut sheets") for each type of eligible equipment purchased
 - iii. A copy of your invoice indicating Proof of Purchase must indicate type, size, make, and model number of the equipment and date of purchase and installation
 - iv. At the post-installation verification, the customer is required to sign the post-installation customer acknowledgement section of the original application

Incentive details:

This incentive covers projects/applications created on or after January 1, 2017. Details are subject to change without prior notice. Contact your Program Administrator for the latest details.

NOTE: If you are interested in financing your project, please contact your energy efficiency Program Administrator to discuss terms and eligibility prior to purchasing your qualifying equipment. Further information can also be found on masssave.com/financing.

Send application to customer's Electric Energy Efficiency Program Administrator.

ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION

Indicate the Program Administrator for this Application

Cape Light Compact
 Eversource
 National Grid
 Unitil

CUSTOMER/ACCOUNT HOLDER INFORMATION

COMPANY NAME		CONTACT PERSON		APPLICATION DATE
INSTALL SITE		PHONE	FAX NUMBER	
EMAIL ADDRESS		SQUARE FEET (COVERED BY THIS APPLICATION)		
STREET ADDRESS		CITY	STATE	ZIP
MAILING ADDRESS (IF DIFFERENT)		CITY	STATE	ZIP
ELECTRIC COMPANY NAME		ELECTRIC ACCOUNT NUMBER		
GAS COMPANY NAME		GAS ACCOUNT NUMBER		
BUILDING TYPE (PLEASE PLACE "X" IN APPROPRIATE BALLOT BOX)				
<input type="checkbox"/> ASSEMBLY	<input type="checkbox"/> FAST FOOD	<input type="checkbox"/> HOTEL	<input type="checkbox"/> MULTI STORY RETAIL	<input type="checkbox"/> RELIGIOUS
<input type="checkbox"/> AUTOMOTIVE	<input type="checkbox"/> FULL SERVICE RESTAURANT	<input type="checkbox"/> LARGE REFRIGERATED SPACE	<input type="checkbox"/> MULTIFAMILY HIGH-RISE	<input type="checkbox"/> K-12 SCHOOL
<input type="checkbox"/> BIG BOX	<input type="checkbox"/> GROCERY	<input type="checkbox"/> LARGE OFFICE	<input type="checkbox"/> MULTIFAMILY LOW-RISE	<input type="checkbox"/> SMALL OFFICE
<input type="checkbox"/> COMMUNITY COLLEGE	<input type="checkbox"/> HEAVY INDUSTRIAL	<input type="checkbox"/> LIGHT INDUSTRIAL	<input type="checkbox"/> OTHER:	<input type="checkbox"/> SMALL RETAIL
<input type="checkbox"/> DORMITORY	<input type="checkbox"/> HOSPITAL	<input type="checkbox"/> MOTEL	<input type="checkbox"/> UNIVERSITY	
				<input type="checkbox"/> WAREHOUSE
<input type="checkbox"/> NEW BUILDING <input type="checkbox"/> EXPANSION OF AN EXISTING BUILDING <input type="checkbox"/> RENOVATION OF AN EXISTING BUILDING <input type="checkbox"/> CHANGE IN THE USE OF FUNCTION OF THE BUILDING SPACE <input type="checkbox"/> NEW CONTROLS FOR IMPROVED PERFORMANCE <input type="checkbox"/> NEW EQUIPMENT FOR NEW PROCESS OR EXPANDED OPERATION <input type="checkbox"/> PLANNED REPLACEMENT OF EQUIPMENT <input type="checkbox"/> REPLACEMENT OF FAILED EQUIPMENT				

PAYMENT METHOD (PAYEE MUST SUBMIT A W-9 FORM)

PAYMENT TO:	<input type="checkbox"/> CUSTOMER <input type="checkbox"/> VENDOR/INSTALLER	CUSTOMER – TAX ID# (REQUIRED)	VENDOR/INSTALLER – TAX ID# (REQUIRED IF RECEIVING INCENTIVE)
CHECK PAYABLE TO:	CUSTOMER COMPANY TYPE:	VENDOR COMPANY TYPE:	
	<input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT	<input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT	

VENDOR INFORMATION

VENDOR/INSTALLER	CONTACT NAME		
STREET ADDRESS	CITY	STATE	ZIP
PHONE	EMAIL ADDRESS		
DATE	VENDOR/INSTALLER AUTHORIZED SIGNATURE (NOT APPLICABLE IF CUSTOMER IS PAYEE.) <div style="text-align: center; font-size: 2em; color: red; font-weight: bold;">X</div>		

CUSTOMER ACCEPTANCE OF TERMS

PRE-INSTALLATION		<input type="checkbox"/> 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 THIS FORM.	ANTICIPATED COMPLETION DATE
DATE	PRINT NAME	AUTHORIZED SIGNATURE	
		X	
POST-INSTALLATION		<input type="checkbox"/> I CERTIFY THAT I HAVE SEEN THE ENERGY EFFICIENCY MEASURES THAT HAVE BEEN INSTALLED AND I AM SATISFIED WITH THEIR INSTALLATION.	
DATE	PRINT NAME	AUTHORIZED SIGNATURE	
		X	

FOR PROGRAM ADMINISTRATORS ONLY

REQUIRED INSPECTIONS	DATE	INSPECTOR	PROJECT COSTS:	
PRE-INSPECTION:				
POST INSPECTION:				
APPROVAL	DATE	PROGRAM MANAGER	LABOR \$:	
PRE-APPROVED INCENTIVE:				
FINAL INCENTIVE:			MATERIAL \$:	

Lighting Systems & Sensors – Eligibility Requirements and Incentive Details

The following table lists the incentives available for energy efficient lighting improvements. Facility lighting must average a minimum of 2,000 hours per year.

- Projects requesting incentive consideration for lighting fixtures and controls must document MA Code compliance. The incentives outlined in the table below are limited to facilities 20,000 sqft. or less.
- Equipment that has received an incentive at the distributor level through the “Bright Opportunities” Upstream Lighting Program or through any other offering of the Massachusetts Program Administrators is not eligible for the incentives on this application.

DesignLights Consortium (DLC) qualified LED products list and technical requirements can be found at: www.designlights.org. Fixture Types that are not defined by the categories below or not included in the current Design Lights Consortium — Technical Requirements Table V4.1 may be eligible for incentives under a Custom application. Contact your Program Administrator for more details.

Table 1A: Lighting Systems Eligibility and Incentive Levels (Complete Table 1C for Lighting System Installations)





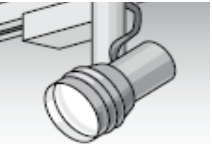

Product Code	Measure Description	Per Fixture Incentive		Eligibility Criteria	Image
		DLC Standard	DLC Premium		
Table 1A1: Commercial Interior Fixture Options					
88A	LED Interior Troffer: 1x4, and 2x2 Fixtures	\$30	\$40	LED Interior Surface or Recessed 1x4, and 2x2 Fixtures. Eligible fixtures are required to be listed by the Design Lights Consortium and must meet DLC Technical Requirements: #7 Only one incentive per 2x2 fixture or 4ft fixture length. <i>Not eligible if distributor-level incentives have been received.</i>	
88B	LED Interior Troffer: 2x4 Fixtures	\$40	\$50	LED Interior Surface or Recessed 2x4 Fixtures. Eligible fixtures are required to be listed by the Design Lights Consortium and must meet DLC Technical Requirements: #7. <i>Not eligible if distributor-level incentives have been received.</i>	
88C	Adaptive LED Interior Troffer: 1x4, 2x2, 2x4 Fixtures compatible with integral occupancy, photocell sensors and network controls, measure code 63A	\$45	\$55	Smart LED Interior Fixtures with integral occupancy, photocell sensors and network controls that are wirelessly configurable and adapt to use patterns. These systems require a remote control or a phone app to initialize, configure and commission., Must fill out table 1C & 1D. Eligible fixtures must meet DLC Technical Requirements: #7. <i>Not eligible if distributor-level incentives have been received.</i>	
89	LED Linear Ambient: Direct or with Indirect Components	\$40	\$50	LED Linear Ambient: Direct or with Indirect Components. Eligible fixtures are required to be listed by the Design Lights Consortium and must meet DLC Technical Requirements: #8	
91	LED Interior Directional: Wall Wash/Wall Grazing Fixture	\$30	\$40	LED Linear Ambient Wallwash/Wall Grazing Fixture, surface or recessed mounted. Eligible fixtures are required to be listed by the Design Lights Consortium or must meet DLC Technical Requirements: #5	
84	LED Track or Mono-Point Directional Fixtures	\$15	\$25	Integral LED track fixtures, replacement LED lamps are not eligible. Eligible fixtures are required to be listed by Design Lights Consortium and must meet DLC Technical Requirements: #5	
80B	LED Down Light Fixtures – Hard Wired or GU-24 base (≥25W-49W)	\$40	n/a	Eligible LED Down Lights are required to be hardwired or GU-24 base fixtures greater than or equal to 25 watts* up to a maximum of 49 watts and listed as a Commercial LED product by Energy Star. (for more information see www.energystar.gov) * For Down Light fixtures less than 25 watts, visit our website http://www.masssave.com/en/professionals/incentives/upstream-lighting	

Table 1A: Lighting Systems Eligibility and Incentive Levels (Complete Table 1C for Lighting System Installations)







Product Code	Measure Description	Per Fixture Incentive		Eligibility Criteria	Image
		DLC Standard	DLC Premium		
80C	LED Down Light Fixtures – Hard Wired or GU-24 (≥ 50W)	\$80	n/a	Eligible LED Down Lights are required to be hardwired or GU-24 base fixtures greater than or equal to 50 watts and listed as a Commercial LED product by Energy Star. (for more information see www.energystar.gov)	
86A	LED Interior High Bay/Low Bay (20W - 99W)	\$40	\$60	LED Interior High Bay/Low Bay - minimum 20W. Eligible fixtures are required to be listed by the Design Lights Consortium and must meet DLC Technical Requirements: #9 Only one incentive per fixture.	
86B	LED Interior High Bay/Low Bay (100W - 199W)	\$80	\$120	LED Interior High Bay/Low Bay - minimum 100W. Eligible fixtures are required to be listed by the Design Lights Consortium and must meet DLC Technical Requirements: #9 Only one incentive per fixture.	
86C	LED Interior High Bay (>=200W)	\$160	\$200	LED Interior High Bay/Low Bay - minimum 200W. Eligible fixtures are required to be listed by the Design Lights Consortium and must meet DLC Technical Requirements: #9 Only one incentive per fixture.	

Table 1A.2: Outdoor / Exterior / Harsh Environment Fixture Options

85A	LED Outdoor Wall-Mounted /Pole/Arm-Mounted Area Fixtures (20W-99W)	\$40	\$60	LED Outdoor Area Fixtures- minimum 20W. Eligible fixtures are required to be listed by the Design Lights Consortium and must meet DLC Technical Requirements: #1, #2, or #3	
85B	LED Outdoor Wall-Mounted /Pole/Arm-Mounted Area Fixtures (100W-199W)	\$80	\$120	LED Outdoor Area Fixtures- minimum 100W. Eligible fixtures are required to be listed by the Design Lights Consortium and must meet DLC Technical Requirements: #1, #2, or #3	
85C	LED Outdoor Wall-Mounted /Pole/Arm-Mounted Area Fixtures (>=200W)	\$160	\$200	LED Outdoor Area Fixtures- minimum 200W. Eligible fixtures are required to be listed by the Design Lights Consortium and must meet DLC Technical Requirements: #1, #2, #3 or #4	
90	LED Landscape/Accent/Architectural Floods & Spot, Exterior Stairway, Step Light and Bollard Fixtures.	\$30	\$40	LED Landscape/Accent/Architectural Floods & Spot, Exterior Stairway, Step Light and Bollard Fixtures. Eligible fixtures are required to be listed by the Design Lights Consortium or must meet DLC Technical Requirements: #1, #2, or #3	
83B	LED Parking Garage and Fuel Pump Canopy Luminaires	\$80	\$120	Eligible LED Surface, Regressed, Canopy Mounted Vapor Tight Fixtures are required to be listed by the Design Lights Consortium and must meet DLC Technical Requirements: #1, #2, or #3	

It is the responsibility of the lighting installers to meet current Illuminating Engineering Society standards for light levels, light distribution, uniformity and lighting quality for all installations that use these prescriptive technologies.

DesignLights Consortium (DLC) qualified LED products list and technical requirements can be found at: www.designlights.org

Lighting Systems & Sensors – Efficiency Improvement Opportunities

Due to changes in the MA State Energy Code IECC 2015, some occupancy sensor and other lighting control installations may not be eligible for new construction or major renovation incentives. Lighting control installations required by the State Energy Code are not eligible for incentives. Projects requesting incentive consideration for lighting controls must document that the requirements of code are achieved and that the installation of the additional lighting controls requested in this application is above and beyond the code requirement. Please note that only one incentive control strategy will be approved per fixture/area.

As an alternative to the prescriptive incentives below, consider the Mass Save Performance Lighting Application which offers the potential to achieve over 50% energy savings. Contact your Program Administrator for more information or visit <http://www.masssave.com/en/business/business-forms-documents>

Table 1B: Lighting Sensor Eligibility Criteria and Incentive Levels (Complete Table 1D for Lighting Sensor Installations)


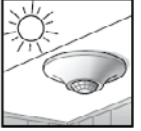


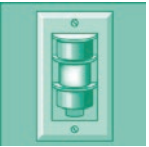

Product Code	Measure Description	Per Control Incentive	Eligibility Criteria	Min Controlled Wattage	Image
61	Remote Mounted Occupancy Sensor	\$15	Comply with manufacturer's coverage recommendations. Ceiling mounted sensor. No manual "ON" overrides permitted.	55	
62	Daylight Dimming System and/or Occupancy Controlled Dimming System	\$10 (per fixture)	LED drivers must be automatically controlled based on occupancy or daylight levels.	25 (per fixture)	
63	Interior Integral Fixture Mounted Dual Sensors	\$15 (per fixture)	Integral fixture mounted dual sensors with motion and photocell/ambient light sensors. System to control motion response and illumination levels. Only one incentive per fixture.	25 (per fixture)	
63A	Interior Integral Fixture Mounted Dual Sensors and Network-Capable Controls	\$25 (per fixture)	Integral fixture mounted dual sensors able to be programmed, configured, networked, and addressable. With motion and photocell/ambient light sensors along with embedded programming. System to control motion response and illumination levels. Only one incentive per networked fixture. See the CALC Specification and QPL for specific requirements: www.designlights.org/content/CALC/SpecificationAndQPL	300W (Total wattage of networked group)	
64	Wall Mounted Occupancy Sensors	\$10	Occupancy Sensors must operate as Automatic On and Off. Sensors are wall mounted devices only. Vacancy Sensors with Manual ON/OFF options are allowed, however, manual "ON" overrides are not permitted.	25	
65A	Outdoor Integral Fixture Mounted Programmable Controller	\$40 (per fixture)	Outdoor integral controller (may be NEMA mounted). Controller to be programmable and able to report, monitor, schedule, and control lamp/driver illumination levels. Communication capable between fixtures and a centralized network. System would allow network communication to receive and transmit data for configuring groups, addressability, reporting and advanced scheduling. Only one incentive per networked fixture.	400W (Total wattage of networked group)	

Table 1C: New Construction Lighting Systems Inventory Worksheet

Building and Room Identification (Installation Site): _____

		Proposed Fixtures							
	Location	Product Code (Table 1A)	Qty	Fixture Description	*Device Code	Proposed Watts per Fixture/Device	**Annual Operating Hours	Unit Incentive \$	Total Incentive \$
Ex.	Lobby-East Entrance	88A	4	LED Interior 2x2 Fixture	1L035	35	3,200	\$30	\$120
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
<i>If necessary, use embedded Excel file to document additional inventory.</i>						Total Requested Incentive (this page):			

NOTE: An electronic version (Excel) of this sheet must be submitted for inventories exceeding this page.

* The Device Code list is available within the additional tabs of the embedded Excel spreadsheet.

** Facility lighting must average a minimum of 2,000 hours per year, except Municipal Facilities who must contact their Program Administrator for more information on eligibility requirements.

Table 1D: New Construction Lighting Sensors Inventory Worksheet

Building and Room Identification (Installation Site): _____

	Specific Location of Sensors	Product Code (Table 1B)	Sensor Description	Qty of Sensors	Qty of Controlled Fixtures	Fixture Description	Total Watts per Sensor	Annual Operating Hours	Unit Incentive \$	Total Incentive \$
Ex.	Lobby-East Entrance	61	Occupancy Sensor Remote Mount	1	4	(4) 26 watt LED Down Lights	104	2500	\$15	\$15
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
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17										
18										
19										
20										
21										
22										
23										
24										
25										
<i>If necessary, use embedded Excel file to document additional inventory.</i>							Total Requested Incentive (this page):			

1. Incentives

Subject to these Terms & Conditions, the Program Administrator will pay Incentives to Customer for the installation of EEMs.

2. Definitions

- (a) "Customer" means the customer maintaining an account for service with the Program Administrator, or in the case of a Program Administrator which is a municipal aggregator, maintains an account for service with the distribution company serving the territory of such Program Administrator, and who satisfies the Program eligibility requirements established by the Program Administrator.
- (b) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the Program Administrator.
- (c) "Facility" means the Customer location served by the Program Administrator where EEMs are to be installed.
- (d) "Incentives" means those payments made by the Program Administrator to Customers pursuant to the Program and these Terms and Conditions.
- (e) "Program" means the energy efficiency program offered by the Program Administrator to Customers.
- (f) "Program Administrator" means Berkshire Gas Company, or Cape Light Compact, or Columbia Gas of Massachusetts, or Eversource Energy, or National Grid, or Liberty Utilities, or Unifit, as applicable.
- (g) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements, application forms and approval letters.

3. Application Process and Requirement For Program Administrator Approval

- (a) The Customer shall submit a completed application in the form specified by the Program Administrator. In addition, at the Program Administrator's discretion, the Customer may be required to provide the Program Administrator with a copy of the detailed specifications and scope of work, as well as an analysis of the savings and/or demand reduction, for the EEMs proposed for approval. Customer will upon request by the Program Administrator provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. This analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located to the extent required by the Program Administrator or by applicable law, regulation or code.
- (b) The Program Administrator will review the Customer's application and supporting documentation to determine the energy savings and demand reduction potential. The Program Administrator reserves the right to reject or modify any calculations, based on the Program Administrator's own analysis.
- (c) The Program Administrator is not obligated to pay any Incentives unless the authorized representative of the Program Administrator issues an approval letter regarding the EEMs proposed by the Customer, and any necessary pre- and post- installation verification activity is successfully completed by the Program Administrator. The Program Administrator's approval letter shall state the maximum approved Incentive amount and the date by which the EEMs must be fully installed and operational to qualify for Incentive payments. The Program Administrator may also require the Customer to execute additional agreements, or provide other documentation regarding the proposed EEM installation and Incentive payment(s).
- (d) The Customer will have no right to receive, and the Program Administrator will have no obligation to pay, Incentives for any EEMs that have not been approved in writing in advance by the Program Administrator, unless the Program Materials state that such prior approval is not required. Further, the Program Administrator is not obligated to pay Incentives for projects which were pre-approved but are determined to not comply with Program requirements after installation is complete.
- (e) The Program Administrator reserves the right to approve or disapprove of any application or proposed EEMs.

4. Pre- and Post-Installation Verification

The Program Administrator is not obligated to pay any Incentives until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. If the Program Administrator determines that any EEMs were not installed in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval, the Program Administrator shall have the right to require modifications before having the obligation to make any Incentive payments. At its discretion the Program Administrator may also withhold payment of Incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training, and the Program Administrator has received documentation detailing the installation of the EEMs in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval.

5. Monitoring and Inspection

The Program Administrator reserves the right to perform monitoring and inspection of the EEMs for a three year period following completion of the installation in order to determine the actual demand reduction and energy savings. As a condition of receiving an Incentive, the Customer agrees to provide access and information to the Program Administrator and cooperate with the Program Administrator regarding such activity. By participating in the Program, the Customer acknowledges and agrees that no activity by the Program Administrator includes any kind of safety, code or other compliance review.

6. Site-Specific Custom Measures

The Program Administrator will only approve of those site-specific custom EEMs that the Program Administrator believes have cost-effective energy savings potential. In any case, the Program Administrator reserves the right to approve or disapprove of any such EEMs proposed by Customer.

7. Incentive Amounts

- (a) The Program Administrator reserves the right to adjust and/or negotiate the Incentive amount.
- (b) Once an Incentive amount is pre-approved, the Program Administrator will pay no more than the cost to the Customer of purchasing and installing the EEM, or the pre-approved Incentive amount, whichever is less.
- (c) The Program Administrator reserves the right to reduce or eliminate the Incentive amount if (1) the quantity and/or qualifying costs of EEMs actually installed differs from the pre-approved amounts, or (2) the EEMs were not installed in accordance with these Terms and Conditions, the Program Materials or the Program Administrator's approval, or which have not been properly maintained, have been altered or disconnected, or in the event of a shutdown or significant reduction of operations at facility where the EEMs are located. In addition, Customer shall be obligated to refund such Incentive amounts paid by the Program Administrator where the projected energy savings have not been achieved as a result of the foregoing circumstances.

8. Equipment and Installation

Customer shall be responsible for ensuring that the EEMs are installed and operated in accordance with applicable laws, regulations and codes and that all applicable permits and inspections are obtained. Customer shall provide the Program Administrator with copies of all invoices and related documents (including all materials, labor, and equipment discounts) relating to the purchase and installation of the EEMs. The itemized invoices shall include detail of all EEMs including the model, quantity and cost for each EEM, and shall identify any applicable discounts or Incentives. The Customer shall provide detail on the installation location of the EEMs in the format specified by the Program Administrator, and such other documentation and information as the Program Administrator may request, including, without limitation, copies of permits and contractor and supplier invoices, orders and records. The Program Administrator reserves the right to determine in its reasonable discretion the appropriate costs of EEMs in order to calculate the Incentive amount.

9. Installation Schedule Requirements

If the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Program Administrator's approval letter or twelve (12) months from the date the Program Administrator issues pre-approval of the EEM project, the Program Administrator may terminate any obligation to make Incentive payments.

10. Incentive Payment Conditions

Provided that the Customer has satisfied its obligations, the Program Administrator shall use commercially reasonable efforts to pay each Incentive amount to the Customer within forty-five (45) days after all of the following conditions are met: (1) Program Administrator's approval of the EEM project has been provided; (2) all applicable permits, licenses and inspections have been obtained by the Customer; (3) installation of the EEMs has been completed in accordance with the requirements hereof; and (4) the Program Administrator has verified all product and installation costs and the satisfactory installation of the EEMs, all in accordance with the terms hereof. Customer shall not assign any of its rights or obligations referenced in these Terms and Conditions or in the Program Materials (including, without limitation, the right to receive Incentive payments) without first obtaining the written consent of the Program Administrator.

11. Contractor Shared Savings Arrangements

If EEMs are being installed by a contractor under a shared savings arrangement, the Program Administrator reserves the right to determine the cost of purchasing and installing the EEMs.

12. Maintenance of EEMs

Customer acknowledges and agrees that Customer shall operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms hereof, and shall replace consumable parts and other components with comparable or superior efficient products at the Customer's expense.

13. Program/Terms and Conditions Changes

Program expenditures, requirements and eligibility, and these Terms & Conditions, may be changed by the Program Administrator at any time without notice. The Program Administrator reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the pre-approval by the Program Administrator.

14. Third Party Financing

Pre-approved custom projects are eligible for financing by a Third Party Lender through your Program Administrator. (1) Lender to qualify customer. (2) Invoicing monthly payment will be administered by 3rd Party Lender. (3) Interest rate on 3rd party loans is set at prime plus 100 basis points with a 6.25% minimum rate. (4) Scheduled interest payments on the loan will be pre-paid by the Program Administrator in lieu of a portion of the incentive or rebate.

15. Publicity of Customer Participation

The Customer grants to the Program Administrator the right to use and reference for promotional and regulatory purposes the Customer's participation in the Program, the details of the EEM project and the energy savings, the amount of Incentives paid to the Customer, and any other information relating to the Customer's participation in the Program.

16. Indemnification and Limitation of the Program Administrator's Liability

Customer shall indemnify, defend and hold harmless Program Administrator, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

To the fullest extent allowed by law, the Program Administrator's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

17. No Warranties or Representations by the Program Administrator

- (a) THE Program Administrator DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE Program Administrator MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREwith, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS; LICENSORS; OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE Program Administrator AND THE Program Administrator MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY Program Administrator's OTHER DOCUMENTS.
- (b) Neither the Program Administrator nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
- (c) Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert (not the Program Administrator) for all aspects of the EEMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed.
- (d) Customer agrees and acknowledges that Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (e) The provisions of this Section 16 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

18. Equipment, Contractor Selection and Contracting

Customer is responsible for selecting and purchasing the EEMs and selecting and contracting with the design and installation contractor(s). The Customer shall be responsible for enforcing all such contracts and for assuring that the EEMs meet Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Customer acknowledges that the Program Administrator reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or services. The Program Administrator also has the right to exclude certain equipment from the Program.

19. Removal of Equipment

The Customer agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. The Customer agrees not to re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the Program Administrator, and assumes all risk and liability associated with the reuse and disposal thereof.

20. Energy Benefits

Other than the energy cost savings realized by Customer, the Program Administrator is entitled to 100% of the benefits and rights associated with the EEMs, including without limitation ISO-NE products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation or program, and Customer waives, and agrees not to seek, any right to the same.

21. Customer Must Declare and Pay All Taxes

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

22. Counterpart Execution; Scanned Copy.

Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

23. Miscellaneous

- (a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- (b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- (c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts.
- (d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- (e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Program Administrator.
- (f) The provisions of Sections 5, 7, 8, 9, 11, 13, 15, 16, 18, 19, 20, and 21 (including any other sections herein that specifies by its terms that it survives termination) shall survive the termination or expiration of the Customer's participation in the Program.