

2019

New Buildings, New Equipment, and Major Renovations

Lighting – Systems & Sensors



Apply online at www.MassSaveApplicationPortal.com

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
efficiencyma@eversource.com

Western Massachusetts:
Tel: 1-844-887-1400
www.eversource.com
efficiencywmass@eversource.com



National Grid
Tel: 1-800-787-1706
www.nationalgridus.com
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Unitil
Tel: 1-888-301-7700
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efficiency@unitil.com

Gas Program Administrators



Berkshire Gas
Tel: 1-800-944-3212
www.berkshiregas.com
efficiency@berkshiregas.com



Columbia Gas of Massachusetts
Tel: 1-800-232-0120
www.ColumbiaGasMA.com
efficiency@columbiagasma.com

Eversource Energy
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Liberty Utilities
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National Grid
Tel: 1-800-787-1706
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efficiency@nationalgrid.com



Unitil
Tel: 1-888-301-7700
www.unitil.com
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

Program details:

This incentive program covers applications created on or after January 1, 2019. Details including incentive levels, are subject to change without prior notice. Contact your Program Administrator for the latest program details.

Once completed, send this Application Form to the Program Administrator serving the specific customer account where the selected efficiency measure(s) will be installed. Contact information for all Program Administrators can be found on Page 1 of this Application.

Alternatively, Applications can be created and submitted online using the Mass Save Application Portal (www.MassSaveApplicationPortal.com). The Portal makes it possible to create and submit a single Application regardless of the number of measures, the number of end uses involved, and the types of projects or programs they span.

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 www.masssave.com/en/learn/business/the-mass-save-financing-for-business-program/.

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"/> WAREHOUSE
<input type="checkbox"/> DORMITORY	<input type="checkbox"/> HOSPITAL	<input type="checkbox"/> MOTEL		
PROJECT TYPE (select one)				
<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: <input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT	VENDOR COMPANY TYPE: <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.) X		

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:			MATERIAL \$:	
FINAL INCENTIVE:				

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 V4.4 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)





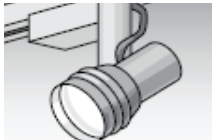

Product Code	Measure Description	Per Fixture Incentive		Eligibility Criteria	Image
		DLC Standard	DLC Premium		
Table 1A1: Commercial Interior Fixture Options					
88A	LED Interior Troffer: 1x4, and 2x2 Fixtures	\$30	\$40	LED Interior Surface or Recessed 1x4, and 2x2 Fixtures. Eligible fixtures are required 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. Not eligible if distributor-level incentives have been received.	
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. Not eligible if distributor-level incentives have been received.	
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. Not eligible if distributor-level incentives have been received.	
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)



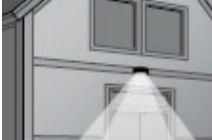



Product Code	Measure Description	Per Fixture Incentive		Eligibility Criteria	Image
		DLC Standard	DLC Premium		
80C	LED Down Light Fixtures – Hard Wired or GU-24 (≥ 50W)	\$80	n/a	Eligible LED Down Lights are required to be hardwired or GU-24 base fixtures greater than or equal to 50 watts and listed 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 <https://www.masssave.com/en/saving/business-rebates/new-lighting-and-lighting-controls/>

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


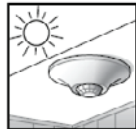


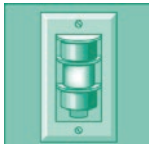

Product Code	Measure Description	Per Control Incentive	Eligibility Criteria	Min Controlled Wattage	Image
61	Remote Mounted Occupancy Sensor	\$15	Comply with manufacturer's coverage recommendations. Ceiling mounted sensor. No manual "ON" overrides permitted.	55	
62	Daylight Dimming System and/or Occupancy 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, addressable sensors with motion and photocell/ambient light-sensing capabilities along with embedded programming that can be configured and networked. System to control motion response, illumination levels, and scheduling. Must document that the fixtures have been tuned and commissioned after installation. Only one incentive per fixture. See the CALC Specification and QPL for specific requirements: https://www.designlights.org/lighting-controls/	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	DLC Premium or Standard	Proposed Watts per Fixture/Device	*Annual Operating Hours	Unit Incentive \$	Total Incentive \$
Ex.	Lobby-East Entrance	88A	4	LED Interior 2x2 Fixture	Standard	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.

* 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										
15										
16										
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 PA will pay Incentives to Customer for the installation of EEMs.

2. Definitions

- (a) "Approval Letter" means the letter issued by PA stating PA's approval of Customer's application, the maximum approved Incentives, required date of EEM completion, any changes to Customer's application and any other requirements of the PA related to the Incentives.
- (b) "Customer" means the commercial and industrial ("C&I") customer maintaining an active account for service with either a gas or electric distribution company.
- (c) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the PA.
- (d) "Facility" means the Customer location in Massachusetts served by the PA where EEMs are to be installed.
- (e) "Incentives" means those payments made by the PA to Customer pursuant to the Program and these Terms and Conditions. Incentives may also be referred to as "Rebates".
- (f) "Minimum Requirements Document" means the minimum requirements document that may be required by the PA, which, if so required, will be submitted with Customer's application and approved by PA.
- (g) "Program" means any of the energy efficiency programs offered to a C&I Customer by PA.
- (h) "PA" or "Program Administrator" means The Berkshire Gas Company, or Cape Light Compact JPE, or Columbia Gas of Massachusetts, or Eversource Energy, or Liberty Utilities, or National Grid, or Unutil, as applicable.
- (i) "Program Materials" means the documents and information provided or made available by the PA specifying the qualifying EEMs, technology requirements, costs and other Program requirements.

3. Application Process and Requirement for PA Approval

- (a) The Customer shall submit a completed application to the PA. The Customer may be required to provide the PA with additional information upon request by the PA. Customer will, upon request by the PA, provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. To the extent required by the PA or by applicable law, regulation or code, this analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located.
- (b) To be eligible for gas funded EEM's Customer must have an active natural gas account. To be eligible for electric funded EEM's a Customer must have an active electric account. Customers must meet any additional eligibility requirements set forth in the Program Materials.
- (c) The PA reserves the right to reject or modify Customer's application. The PA may also require the Customer to execute additional agreements, or provide other documentation prior to PA approval. If PA approves Customer's application, PA will provide Customer with the Approval Letter.
- (d) The PA reserves the right to approve or disapprove of any application or proposed EEMs.
- (e) Sections 3(a)-(c) do not apply in the event that the Program Materials explicitly state that no Approval Letter is required for the Program. In such an event, Customer must submit to PA the following: (i) completed and signed Program rebate form, (ii) original date receipts for purchase and installation of EEMs, and (iii) any other required information or documentation within such time as Program Materials indicate.

4. Pre- and Post-Installation Verification; Monitoring and Inspection

- (a) Customer shall cooperate and provide access to Facility and EEM for PA's pre-installation and post-installation verifications. Such verifications must be completed to PA's satisfaction.
- (b) Customer agrees that PA may 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.

5. Installation Schedule Requirements

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

6. Incentive Amounts, Requirements for Incentives and Incentive Payment Conditions

- (a) The PA reserves the right to adjust and/or negotiate the Incentive amount. PA will pay no more than the cost to Customer of purchasing and installing the EEM, the calculated incremental cost, the prescriptive rebate on the form, or the amount in the Approval Letter (unless such Approval Letter is not required), whichever is less.
- (b) PA shall not be obligated to pay the Incentive amount until all the following conditions are met: (1) PA approves Customer's application and provides the Approval Letter (unless an Approval Letter is not required by the terms of the Rebate), (2) satisfactory completion of pre-installation and post-installation verifications by PA, (3) purchase and installation of EEMs in accordance with Approval Letter, Program Materials, Minimum Requirements Document, Customer's application and these Terms and Conditions, (4) all applicable permits, licenses and inspections have been obtained by Customer, (5) PA's receipt of final drawings, operation and maintenance manuals, operator training, permit documents, and other reasonable documentation, and (6) PA's receipt of all invoices for the purchase and installation of the EEMs.
- (c) All EEM invoices will include, at the minimum, the model, quantity, labor, materials, and cost of each EEM and/or service, and will identify any applicable discounts or other incentives.
- (d) PA reserves the right, in its sole discretion, to modify, withhold or eliminate the Incentive if the conditions set forth in Section 6(b) are not met.
- (e) Upon PA's written request, Customer will be required to refund any Incentives paid in the event that Customer does not comply with these Terms and Conditions and Program requirements.
- (f) PA shall use commercially reasonable efforts to pay the Incentive amount within forty-five (45) days after the date all conditions in Section 6(b) are met.

7. Contractor Shared Savings Arrangements

If EEMs are being installed by a contractor under a shared savings arrangement, in which the contractor's compensation is based on the savings achieved, the PA maintains the right to determine the cost of purchasing and installing the EEMs.

8. Maintenance of EEMs

Customer shall properly operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms thereof for the life of the equipment.

9. Program/Terms and Conditions Changes

Program terms and materials (including these Terms & Conditions) may be changed by the PA at any time without notice. The PA 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 Approval Letter.

10. Publicity of Customer Participation

The Customer grants to the PA the absolute and irrevocable right to use and disclose for promotional and regulatory purposes (a) any information relating to the Customer's participation in the Program, including, without limitation, Customer's name, project energy savings, EEMs installed, and incentive amounts, and (b) any photographs taken of Customer, EEMs, or Facility in connection with the Program, in any medium now here or hereafter known.

11. Indemnification and Limitation of the PA's Liability

To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless PA, its affiliates and their respective contractors, officers, directors, members, 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, caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, or any contractor, subcontractor, agent, or third party hired by or directly or indirectly under the control of the Customer, including any party directly or indirectly employed by or under the control of any such contractor, subcontractor, agent, or third party or any other party for whose acts any of them may be liable.

To the fullest extent allowed by law, the PA's aggregate liability, regardless of the number or size of the claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the PA and its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives shall not be liable to the Customer or any third 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 PA 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.

12. No Warranties or Representations by the PA

- (a) THE PA DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PA 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 PA AND THE PA 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 PA'S OTHER DOCUMENTS.
- (b) Review of the design and installation of EEMs by PA is limited solely to determine whether Program requirements have been met and shall not constitute an assumption by PA of liability with respect to the EEMs. Neither the PA 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 PA 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) PA is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (d) No activity by the PA includes any kind of safety, code or other compliance review.

13. Customer Responsibilities

Customer is responsible for all aspects of the EEMs and related work including without limitation, (a) selecting and purchasing the EEMs, (b) selecting and contracting with the contractor(s), (c) ensuring contractor(s) are properly qualified, licensed and insured, (d) ensuring EEMs and installation of EEMs meet industry standards, Program requirements and applicable laws, regulations and codes, and (e) obtaining required permits and inspections. PA reserves the right to (a) deny a vendor or contractor providing equipment or services, and (b) exclude certain equipment from the Program.

14. Removal of Equipment

The Customer shall properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. Customer will not re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the PA, and assumes all risk and liability associated with the reuse and disposal thereof.

15. Energy Benefits

Other than the (i) the energy cost savings realized by Customer, (ii) energy or ancillary service market revenue achieved through market sensitive dispatch, (iii) alternative energy credits, and (iv) renewable energy credits, the PA has the unilateral rights to apply for any credits or payments resulting from the Program or EEMs. Such credits and payments include but are not limited to: (a) ISO-NE capacity, (b) forward capacity credits, (c) other electric or natural gas capacity and avoided cost payments or credits, (d) demand response program payments. Except for the credits and payments set forth in (i)-(iv) of this Section, Customer agrees not to, directly or indirectly, file payments or credits associated with the Program or EEMs, and further will not consent to any other third party's right to such payments or credits without prior written consent from the PA. PA's rights under this Section are irrevocable for the life of the EEMs unless the PA provides prior written consent.

16. 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 PA is not responsible for the payment of any such taxes.

17. Counterpart Execution; Scanned Copy.

Any and all Program related agreements and documents may be executed in several counterparts. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original.

18. 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. Any claim or action arising under or related to the Program or arising between the parties shall be brought and heard only in a court of competent jurisdiction located in 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 PA.
- (f) Sections 4(b), 10, 11, 12, 14, 15 & 18 shall survive the termination or expiration of the Customer's participation in the Program.