

# 2019

## Existing Buildings

### Performance Lighting

Apply online at [www.MassSaveApplicationPortal.com](http://www.MassSaveApplicationPortal.com)



#### Electric Program Administrators



Cape Light Compact  
Tel: 1-800-797-6699  
[www.capelightcompact.org](http://www.capelightcompact.org)  
[efficiency@capelightcompact.org](mailto:efficiency@capelightcompact.org)



Eastern Massachusetts:  
Tel: 1-844-887-1400  
[www.eversource.com](http://www.eversource.com)  
[efficiencyma@eversource.com](mailto:efficiencyma@eversource.com)

Western Massachusetts:  
Tel: 1-844-887-1400  
[www.eversource.com](http://www.eversource.com)  
[efficiencywmass@eversource.com](mailto:efficiencywmass@eversource.com)



National Grid  
Tel: 1-800-787-1706  
[www.nationalgridus.com](http://www.nationalgridus.com)  
[efficiency@nationalgrid.com](mailto:efficiency@nationalgrid.com)



Unitil  
Tel: 1-888-301-7700  
[www.unitil.com](http://www.unitil.com)  
[efficiency@unitil.com](mailto:efficiency@unitil.com)

#### Gas Program Administrators



Berkshire Gas  
Tel: 1-800-944-3212  
[www.berkshiregas.com](http://www.berkshiregas.com)  
[efficiency@berkshiregas.com](mailto:efficiency@berkshiregas.com)



Columbia Gas of Massachusetts  
Tel: 1-800-232-0120  
[www.ColumbiaGasMA.com](http://www.ColumbiaGasMA.com)  
[efficiency@columbiagasma.com](mailto:efficiency@columbiagasma.com)



Eversource Energy  
Tel: 1-844-887-1400  
[www.eversource.com](http://www.eversource.com)  
[efficiencyma@eversource.com](mailto:efficiencyma@eversource.com)



Liberty Utilities  
Tel: 1-508-324-7811  
[www.libertyutilities.com](http://www.libertyutilities.com)  
[efficiency@libertyutilities.com](mailto:efficiency@libertyutilities.com)



National Grid  
Tel: 1-800-787-1706  
[www.nationalgridus.com](http://www.nationalgridus.com)  
[efficiency@nationalgrid.com](mailto:efficiency@nationalgrid.com)



Unitil  
Tel: 1-888-301-7700  
[www.unitil.com](http://www.unitil.com)  
[efficiency@unitil.com](mailto:efficiency@unitil.com)

Performance Lighting Incentives will facilitate the specification and installation of High-Performance lighting equipment that uses less energy than the code mandated Lighting Power Density (LPD watts/square foot) in existing and new spaces or buildings. The IECC 2015 states that replacing or modifying greater than 10% of the lighting equipment in an existing space requires that the entire space meet code mandated lighting power density and controls criteria. Performance Lighting Incentives are for commercial and industrial customers who have existing buildings or are building new facilities that install high efficiency lighting fixtures utilizing an optimized lighting design that performs better than code.

Design assistance is available to aid customers in optimizing their lighting design. The design assistance incentive goes directly to the lighting design team to fund their efforts to achieve lighting energy savings while maintaining quality lighting design. The goal of this incentive is to have an early and deep impact on lighting projects, ensuring that energy efficiency is considered from the beginning and supported until the end of a project. These lighting design solutions will have greater persistence because they are designed by professionals who have balanced the human needs of the project with the performance requirements of the lighting system, creating quality designs that are “right-sized” for the project by being energy efficient. Contact your Program Administrator for specific eligibility requirements or visit <http://www.masssave.com/en/business/services-financing/technical-assistance> for more information.

## 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 Retrofit 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](http://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/](http://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		
<b>BUILDING TYPE (PLEASE PLACE "X" IN APPROPRIATE BALLOT BOX)</b>				
<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		

**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.) <b>X</b>		

**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 <b>X</b>
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 <b>X</b>

**FOR PROGRAM ADMINISTRATORS ONLY**

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

Incentives may be provided for reducing the code mandated Lighting Power Density (LPD) from a minimum 10% baseline lighting design that exceeds the Interior and/or Exterior Power Lighting Allowance outlined in the applicable section of the current Massachusetts State Energy Code (IECC 2015 Tables C405.4.2(1) and C405.4.2(2)).

**All projects that qualify under this incentive must:**

- Be an approved Retrofit project that includes the installation of new fixtures and qualifying lighting controls. Qualifying Retrofits are projects that are being considered for the primary purpose of energy savings. The proposed redesign cannot be part of a larger, time-dependent, new construction or major renovation project that is mandated by Massachusetts State Building Code. In addition, Retrofits are limited to projects that are not changing space type. New space types trigger code compliance and are not eligible under this application.
- Demonstrate the impact of the advanced lighting design in comparison to the existing design. Projects must provide high quality lighting that achieves appropriate levels of glare control, color rendering, lighting uniformity and other lighting quality parameters. The design must document advanced design techniques that maximize fixture output in order to reduce existing fixture quantities.
- Average a minimum of 2,000 hours per year
- Provide maintained lighting levels in accordance with the recommendations of the Illuminating Engineering Society of North America's (IESNA) 10th Edition Lighting Handbook or supporting Design Guides

**Incentive Levels\***

**TIER 1 - PERFORMANCE LIGHTING:**

- Minimum 10% reduction in Lighting Power Density LPD (watts/sq.ft. and/or watts/linear ft.) better than mandated energy code
- Qualified LED products listed by Energy Star or the Design Lights Consortium (DLC) must represent 50% or more of the connected load\*\*
- Code compliant lighting controls required
- LED fixtures must have integral LED modules. Screw-in LED lamps and linear LED replacement lamps/kits (TLEDs) must be <10% of the project.

Area Category	Incentive \$ above 10% minimum reduction
Interior or Exterior (watts per sq.ft. or linear ft.)	\$2.00 per watt saved

**TIER 2 - PERFORMANCE LIGHTING (Tier 1) with Smart LED Interior Fixtures with Integral Controls:**

- 80% of the connected load are Smart LED Interior Fixtures with integral occupancy and photocell sensors that are wirelessly configurable and adapt to use patterns. These systems require a remote control or a phone app to initialize, configure and commission. Eligible fixtures must meet DLC Technical Requirements and include Luminaire Level Lighting Control (LLLC) capabilities as outlined in the current DLC's Networked Lighting Controls Technical Requirements and include Luminaire Level Lighting Control (LLLC) capabilities as outlined in the current DLC's Networked Lighting Controls Technical Requirements.
- Exterior fixtures must have built-in occupancy sensors and bi-level dimming (100% to 20% or OFF for unoccupied times), photocell or astronomical time-clock for dusk to dawn operation.

Area Category	Incentive \$ above 10% minimum reduction
Interior or Exterior (watts per sq.ft. or linear ft.)	\$3.00 per watt saved

**TIER 3 - PERFORMANCE LIGHTING (Tier 1) with a Networked Lighting Control System:**

- 80% of the connected load for the qualified space utilizes a Networked Lighting Control system as defined by the DLC. (Documentation can be found on the DLC website at <http://www.designlights.org/content/CALC/SpecificationAndQPL>. See Qualified Products List and Project Requirements to learn which products have been qualified and what requirements must be fulfilled to participate.
- Supplemental Requirements:
  - Lighting Control System specification including control narrative
  - Certification that Networked Lighting Control System meets all required performance criteria as listed on DLC's Qualified Products List, including:
    - Networked communication between Luminaires and Devices
    - Zoning
    - Occupancy Sensing
    - High-End Trim, also known as Task-Tuning
    - Daylight Harvesting
    - Continuous Dimming
  - Certification that Networked Lighting Control System includes Energy Monitoring. **To qualify for Incentives, Customers must commission the NLC system, and provide an initial 30 days of reported kWh saved and six months of lighting energy use data as reported by the system post-installation. A retainage amount equal to 20% of the approved incentive will be applied until the data is accepted.**
  - Exterior Lighting Controls must include the following:
    - Scheduling Astronomical Timer
    - Photocell Dusk to Dawn Sensor
    - Bi-Level Scheduled Dimming
    - Bi-Level Occupancy Sensor
    - Scheduling
    - High-End Trim
    - Network Communication between Luminaires
    - Addressability for Grouping and Diagnostics
    - Energy Monitoring

Area Category	Incentive \$ above 10% minimum reduction
Interior or Exterior (watts per sq.ft. or linear ft.)	\$4.00 per watt saved

\* All incentives capped to a maximum of 50% better than the MA Code LPD requirements. Projects with existing LPD levels already better than the 10% minimum are limited to incentives (per watt saved) from the existing LPD levels up to the maximum of 50% better than the MA Code LPD requirements.

\*\* Exceptions and waivers may be approved by Program Administrator for alternative fixtures or for Lighting Designer Incentive (LDI) projects.

**Approved LDI Vendor:** \_\_\_\_\_ (see attached file for details)

## Performance Lighting Worksheet

### Required Supporting Documentation:

Please check those items being supplied with this application.

- Performance Lighting Worksheet
- Signed Lighting Compliance Certificate (COMcheck, or equivalent) run under current code conditions
- Electrical plan showing lighting layouts
- Lighting fixture schedule including mfg. model number and rated wattage
- Product specification sheets
- Site specific photometric reports of horizontal foot-candle levels at task height

- The "Allowed" and "Proposed" values entered below must reflect the exact amounts listed on the signed Lighting Compliance Certificate (COMcheck).
- Code exempt lighting, wattage trade-offs, and supplemental watt allowances must be approved by Program Administrator.

### INTERIOR LIGHTING POWER ALLOWANCES: Building Area Method OR Space-By-Space Method

#### Lighting Fixture Design

1. Existing Lighting Power = \_\_\_\_\_ watts
2. Total Allowed Watts = \_\_\_\_\_ watts
- Minimum 10% Better than Code = \_\_\_\_\_ watts
3. Total Proposed Watts = \_\_\_\_\_ watts Must be less than the minimum 10% reduction in Lighting Power Density (LPD)

#### Lighting Controls

4. Total Lighting Load controlled by system = \_\_\_\_\_ watts Must equal or exceed 80% of the Total Proposed Watts for Tier 2 or Tier 3 Incentive Levels

#### Incentive

5. Incentive Tier = \_\_\_\_\_ per watts saved

**TOTAL INCENTIVE:** \_\_\_\_\_ Total incentive subject to a maximum incentive cap of 50% better than the MA Code LPD requirements.

### EXTERIOR LIGHTING POWER ALLOWANCES: Limited to Lighting Zones #2 or #3

#### Lighting Fixture Design

1. Existing Lighting Power = \_\_\_\_\_ watts
2. Total Allowed Watts = \_\_\_\_\_ watts
3. Total Allowed Supplemental Watts = \_\_\_\_\_ watts
- Total Watts = \_\_\_\_\_ watts
- Minimum 10% Better than Code = \_\_\_\_\_ watts
4. Total Proposed Watts = \_\_\_\_\_ watts Include only Tradable Watts. Must be less than the minimum 10% reduction in Lighting Power Density (LPD)

#### Lighting Controls

5. Total Lighting Load controlled by system = \_\_\_\_\_ watts Must equal or exceed 80% of the Total Proposed Watts for Tier 2 or Tier 3 Incentive Levels

#### Incentive

6. Incentive Tier = \_\_\_\_\_ per watts saved

**TOTAL INCENTIVE:** \_\_\_\_\_ Total incentive subject to a maximum incentive cap of 50% better than the MA Code LPD requirements.

**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 Unitil, 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.