RETROFIT LIGHTING APPLICATION CHECKLIST

The Lighting Retrofit Program is designed for commercial and industrial customers to help replace aging, inefficient lighting fixtures and lamps with energy efficient technologies. The Lighting Retrofit Program provides a customer with financial incentives that help reduce the cost to install high efficiency lighting.

☐	**Complete Section A& B of Retrofit Lighting Incentive Form**	
	◯	All fields marked "required" should be completed
	◯	Incomplete applications will be returned
☐	**Complete Lighting Data Collection Spreadsheet**	
	◯	Applications with completed Lighting Data Collection Worksheet will receive priority response.
	◯	Lighting Data Collection Spreadsheet must be emailed to:
☐	**Lighting Fixture Cut-sheets must be provided for each fixture or lamp.**	
	◯	Cut sheets must specify the precise fixture configuration used with correct wattage indicated.
	◯	If cut sheets do not display DLC or Energy Star certification, applicant must provide alternative proof of certification (example: screen shot from designlights.org).
☐	**Once applicant has received pre-approval by utility, applicant must alert utility to substantial changes in project scope, equipment selection, energy savings, or schedule delays.**	
☐	**Upon completion of project, send utility completed project invoices and schedule post inspection.**	

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Commercial & Industrial Retrofit

2020 Lighting Incentive

Section A: CUSTOMER INFORMATION

Customer Name (required)	Electric Account Number	Rate	Application Number
Facility Address (required)	City (required)	State (required)	Zip Code (required)
Service Location Identification	Email		
Mailing Address (if different from above)	City	State	Zip Code
Contact Person/Title (required)	Telephone Number (required)	Incorporated? (Check one.) ☐ Yes ☐ No ☐ Exempt	
Please Assign Payment to Contractor. Customer Signature:	Additional Information	Incentive Payment Preference (Check one.) ☐ Check ☐ Bill Credit ☐ Pay Contractor	

Section B: CONTRACTOR INFORMATION

Contractor Name	Contact Person/Title (Print)	Contact Person Signature	
Mailing Address	City	State	Zip Code
Email	Telephone Number	Additional Information	Incorporated? (Check one.) ☐ Yes ☐ No ☐ Exempt

Section C: DOCUMENT APPROVALS

PRE-INSTALLATION INSPECTION

Utility Signature	Date

PRE-APPROVAL OFFER

Technical Review - Utility Signature		Date	
Utility Signature	Date	Amount of Incentive Offer ($)	Offer Valid Through:

By signing and dating below, customer accepts this Incentive offer and agrees to the Utility Terms and Conditions available from your Utility. Pursuant to a Commission order, customers also agree that the utility alone may capture all kW and kWh savings and any ISO-NE capacity payments resulting from this energy efficiency project. This agreement is contingent upon continued approval and authorization by the Commission to recover said amounts from the System Benefits Charge. The Incentive, in conjunction with all other sources of funding, cannot exceed the total project cost.

Customer Signature: Date:

POST-INSTALLATION INSPECTION

Utility Signature	Date	Total Project Cost ($)	Amount of Incentive ($)
Customer Signature	Date		

MANAGEMENT APPROVAL

Utility Signature	Date

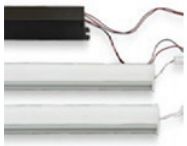
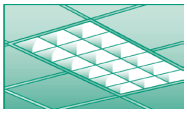
TABLE 1: LIGHTING SYSTEMS INCENTIVES

Tier 1 LED Fixture Incentive General Requirements

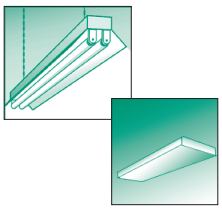
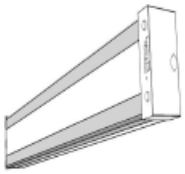
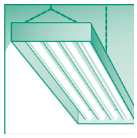
- Must be Design Lights Consortium (DLC) or Energy Star certified LED lamps or fixtures (must provide documentation)
- 2,000-hour minimum annual operating hours unless otherwise specified
- Must meet additional requirements contained in Eligibility Requirements and Lighting Incentive Instructions

Tier 2 Smart LED Fixture Incentive General Requirements

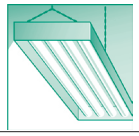
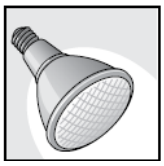
- Must meet all Tier 1 requirements Plus
- Smart LED's must feature integral sensor (occupancy, daylight, or both)
- Smart LED installation requires verification of control function and energy savings potential

PRODUCT DESCRIPTION	MEASURE CODES AND INCENTIVES		ELIGIBILITY REQUIREMENTS	MIN WATTS SAVED	
TLED Tubes Linear LED Tubes using existing bi-pin fluorescent sockets	Tier 1 - 10L	$10	Only one incentive per fixture. Utility may require replacement of ballast. **System must operate annually 1,000 hrs or greater. Exceptions may apply.**	10	
	Tier 2 - N/A	N/A			
Direct Wired LED Strip KitsMust not use existing bi-pin fluorescent sockets.	Tier 1 - 12L	$40	Only one incentive per fixture. For direct wired LED strips that do not use existing bi-pin fluorescent sockets or ballast. **System must operate annually 1,000 hrs or greater. Exceptions may apply.**	15	
	Tier 2 - N/A	N/A			
High Efficiency Interior Fixtures & Retrofit Kits	Tier 1 - 20L	$50	1x4, 2x2 and 2x4 Prismatic, Parabolic, Recessed Direct and Recessed Indirect fixtures.	32	
	Tier 2 - 20LC	$70			

2020 **COMMERCIAL & INDUSTRIAL RETROFIT LIGHTING** INCENTIVES

PRODUCT DESCRIPTION	MEASURE CODES AND INCENTIVES		ELIGIBILITY CRITERIA	MIN WATTS SAVED	
Linear Pendant Fixtures	Tier 1 - 21L	$60	Incentive is per four-foot section providing Minimum Watts Saved requirement is achieved.	32	
	Tier 2 - 21LC	$90			
Industrial/ Commercial Fixtures 4ft & 8ft	Tier 1 - 30L	$50	LED industrial/commercial strip or wrap fixtures. Incentive is per four-foot section providing Minimum Watts Saved requirement is achieved.	32	
	Tier 2 - 30LC	$70			
Clean Room Rated or Vapor Tight Fixtures 1x4 or 2x4	Tier 1 - 31L	$60		32	
	Tier 2 - 31LC	$90			
Stairwell Fixture with integral Occupancy Sensor Controls	Tier 1 - 32L	$80	To be eligible for incentives, fixtures must operate in a stairwell 8,760 hours annually and feature integral occupancy sensor control, setting lights to 50% output or less in un-occupied mode.	27	
	Tier 2 - N/A	N/A			
High and Low Bay High Intensity Fixtures & Retrofit Kits	Tier 1 - 40L	$100	Minimum fixture wattage is 25 watts.	95	
	Tier 2 - 40LC	$175			

2020 **COMMERCIAL & INDUSTRIAL RETROFIT LIGHTING** INCENTIVES

PRODUCT DESCRIPTION	MEASURE CODES AND INCENTIVES		ELIGIBILITY CRITERIA	MIN WATTS SAVED	
High and Low Bay High Intensity Fixtures & Retrofit Kits	Tier 1 - 41L	$140	Minimum fixture wattage is 100 watts.	150	
	Tier 2 - 41LC	$225			
Down Light Fixtures & Retrofit Kits	Tier 1 - 50L	$20	Eligible LED Down Lights are required to be less than 25 watts and hardwired or GU-24 (pin) base. Replacement lamps not eligible. **System must operate annually 1,000 hrs or greater. Exceptions may apply.**	14	
	Tier 2 - N/A	N/A			
Hardwired Track Heads & Mono-Point Directional Fixtures	Tier 1 - 51L	$20	LED track heads hardwired installations only. Replacement lamps not eligible.	30	
	Tier 2 - N/A	N/A			
Directional and Omni- directional Replacement Lamps	Tier 1 - 52L	$5	Eligible LED Integral replacement lamps with screw or pin base. **System must operate annually 1,000 hrs or greater. Exceptions may apply.**	10	
	Tier 2 - N/A	N/A			
Exit Sign Fixtures	Tier 1 - 53L	$5	All materials and assembled units shall comply with all applicable codes and standards including (but not limited to) Federal/State/Local building, fire, and electrical codes, and may require designated egress lighting to comply with such codes. Exit sign retrofit kits are not eligible.	15	
	Tier 2 - N/A	N/A			

2020 **COMMERCIAL & INDUSTRIAL RETROFIT LIGHTING** INCENTIVES

PRODUCT DESCRIPTION	MEASURE CODES AND INCENTIVES		ELIGIBILITY CRITERIA	MIN WATTS SAVED	
LED Cooler, Freezer, or Refrigerated Strip Fixture 3' and Greater	Tier 1 - 60L	$30		14	
	Tier 2 - N/A	N/A			
Cooler, Freezer, or Refrigerated Strip Fixture 5' and Greater	Tier 1 - 61L	$45		23	
	Tier 2 - N/A	N/A			
Garage & Canopy Fixtures & Retrofit Kits	Tier 1 - 70L	$60	Minimum fixture wattage is 25 watts. Tier 2 incentive requires occupancy sensor and bi-level dimming (100% to less than 50% or OFF for unoccupied times), photo cell or astronomical time-clock for dusk to dawn operation.	60	
	Tier 2 - 70LC	$90			
Garage & Canopy Fixtures & Retrofit Kits	Tier 1 - 71LC	$80	Minimum fixture wattage is 100 watts. Tier 2 incentive requires occupancy sensor and bi-level dimming (100% to less than 50% or OFF for unoccupied times), photo cell or astronomical time-clock for dusk to dawn operation.	100	
	Tier 2 - 71LC	$120			
Exterior Wall, Post, Ground, and Arm Mount Floods and Fixtures & Retrofit Kits	Tier 1 - 80L	$60	Must be automatically controlled to avoid daylight operation. Tier 2 incentive requires occupancy sensor and bi-level dimming (100% to less than 50% or OFF for unoccupied times), photo cell or astronomical time-clock for dusk to dawn operation.	60	
	Tier 2 - 80LC	$90			

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2020 **COMMERCIAL & INDUSTRIAL RETROFIT LIGHTING** INCENTIVES

PRODUCT DESCRIPTION	MEASURE CODES AND INCENTIVES		ELIGIBILITY CRITERIA	MIN WATTS SAVED	
Exterior Wall, Post, Ground, and Arm Mount Floods and Fixtures & Retrofit Kits	Tier 1 - 81L	$80	Minimum wattage is 100 watts. Must be automatically controlled to avoid daylight operation. Tier 2 incentive requires occupancy sensor and bi-level dimming (100% to less than 50% or OFF for unoccupied times), photo cell or astronomical time clock for dusk to dawn operation.	100	
	Tier 2 - 81LC	$120			
Pole Mounted Parking, or Roadway Fixtures & Retrofit Kits	Tier 1 - 90L	$120	Minimum fixture wattage is 25 watts. Must be automatically controlled to avoid daylight operation. Tier 2 incentive requires occupancy sensor and bi-level dimming (100% to less than 50% or OFF for unoccupied times), photo cell or astronomical time clock for dusk to dawn operation.	100	
	Tier 2 - 90LC	$190			
Pole Mounted Parking, or Roadway Fixtures & Retrofit Kits	Tier 1 - 91L	$150	Minimum fixture wattage is 100 watts. Must be automatically controlled to avoid daylight operation. Tier 2 incentive requires occupancy sensor and bi-level dimming (100% to less than 50% or OFF for unoccupied times), photo cell or astronomical time clock for dusk to dawn operation.	150	
	Tier 2 - 91LC	$240			

PRODUCT DESCRIPTION	MEASURE CODES AND INCENTIVES		ELIGIBILITY CRITERIA	MIN WATTS SAVED	
LED New Fixtures & Retrofit Kits	Tier 1 - 99L	$20	LED fixture categories not covered under other codes, or fixtures that do not meet minimum watt reduction in other codes. Must be DLC or Energy Star certified LED fixtures.	20	
	Tier 2 - N/A	N/A			

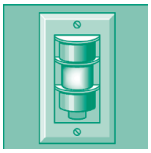
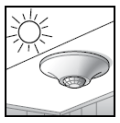
Note:

1. 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.

2. It is the responsibility of the customer to ensure the improved lighting system meets existing energy codes.

Please note that only one incentive control strategy will be approved per fixture/area

TABLE 1-1: LIGHTING CONTROL INCENTIVES

PRODUCT CODE	PRODUCT DESCRIPTION	INCENTIVE	ELIGIBILITY CRITERIA	MIN CONTROLLED WATTAGE	
1	Remote Mounted Occupancy Sensor	$50 per control	Comply with manufacturer's coverage recommendations. No manual "ON" overrides.	90 (total)	
2	Wall Mounted Occupancy/Vacancy Sensors	$20 per control	Occupancy sensors must operate as automatic on and automatic off or manual on and off. Sensors are wall mounted devices only. Not recommended in multi stall restrooms, locker rooms, stairwells or rooms of greater than 250 square feet.	45 (total)	
3	Daylight Dimming System and/or Occupancy Controlled Step-Dimming System	$20 per fixture	Daylight: Must have continuous dimming or adjust to a minimum of 4 levels. Typical lamping is either a 28- or 32-watt T8 lamps. Step-Dimming: Ballast must be automatically controlled based on occupancy. Power consumption in low mode must not exceed 60%.	45 (per fixture)	
4	Photocell Sensors	$20 per control	Photocell sensor for exterior lighting systems, or lighting circuit, that would otherwise operate on 24 hours a day, 7 days a week (8,760 hours annually).	30 (total)	

Instructions for completing the Retrofit LIGHTING Incentive Worksheet

GENERAL NOTE

1. This application is for replacing existing lighting fixtures or systems with new higher efficiency LED fixtures, lamps, and controls.
2. **Cut sheets displaying DLC and / or Energy Star certification must be submitted** with application to the utility to verify compliance with technical requirements.
3. Cut sheets must specify the precise fixture configuration customer is submitting for incentive with **correct fixture wattage indicated**.
4. Proof of purchase includes invoice(s) indicating the cost, type, manufacturer, model or part number, purchase date, and vendor of the efficient equipment are required for payment of incentives.
5. The incentive, in conjunction with all other sources of funding, cannot exceed the total project cost.
6. Project must be pre-approved by utility unless otherwise specified.

ELIGIBILITY REQUIREMENTS:

1. The existing lighting should be in-place and operational at the time of pre-inspection or application submission.
2. Use Code 99L for LED fixtures not covered by another product code
3. Systems must operate on average 2,000 hours annually unless otherwise specified by the product code. Product codes 10L, 12L, 50L, and 52L allow annual system operation of 1,000 hours or greater. Utility may require benefit cost screening on these lower hour product codes.
4. Minimum watts for prescriptive control products is the average total watts controlled per controller.
5. The incentive offer is not valid unless signed and dated by the Utility Representative. The Customer accepts the Utility incentive offer and agrees to the Terms and Conditions of the Utility by signing in the pre-approval offer block.
6. Projects need to be pre-approved prior to installation to be eligible for incentives unless otherwise specified.
7. Each fixture type must meet the Minimum Watts Reduction listed in Table A. The Minimum Watts Reduction is the average savings per new fixture. This is the difference between the total existing fixture system watts and the total new replacement system fixture watts / quantity of new fixtures. Quantity of fixtures installed may be different than the quantity of fixtures removed as long as the average minimum watts reduction is met. For Product Code 10L, Linear LED Tube wattage must include the ballast power when a ballast is used to operate the LED tubes. When entering the new lamp wattage on the incentive worksheet, use the total fixture wattage, including ballast power, divided by the total number of LED tubes in the fixture.
8. DLC and Energy Star qualification requires documentation of safety certification. Installation instructions must be followed with care.
9. Some linear LED tubes may utilize either the existing or a new fluorescent ballast. It is essential to select a compatible LED tube and ballast combination. Failure to do so may damage system components, shorten product life or result in a hazardous condition. The age and condition of the existing ballast may also shorten system life. Ballasts older than 3 years may be required by Utility to be changed at time of retrofit in order to qualify for incentive.

Instructions for completing the Retrofit LIGHTING Incentive Worksheet

LED SPECIFIC DOCUMENTATION REQUIREMENTS

LED fixtures and lamps must be listed on ENERGY STARS's (ES), Design lights Consortium (DLC) or the utilities' websites. For more information see the DLC's listing http://www.designlights.org/ or ENERGY STAR's website: Bulbs: http://www.energystar.gov/productfinder/product/certified-light-bulbs/results, Fixtures: http://www.energystar.gov/productfinder/product/certified-light-fixtures/results

**Note: NHSaves and its sponsor utilities do not warrant or accept any liability whatsoever in respect of any LED 4ft or 2ft Linear Replacement Lamps that receive incentives through our energy efficiency programs. Customers are responsible for the proper modification and installation of LED 4ft and 2ft Linear Replacement Lamps in existing fixtures in accordance with manufacturer's instructions. Customers should be aware that this may void fixture warranty. Customers are responsible for proper labeling of all modified existing fixtures. 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.

EXISTING LIGHTING SYSTEMS INVENTORY

1. An inventory should be submitted documenting all existing fixtures to be replaced and the proposed fixtures that will be installed. For each fixture, note the lamp size, type, quantity, ballast type and hours of operation. Electronic spreadsheet copies of the Lighting System Inventory similar to the Lighting Worksheets are encouraged to facilitate the incentive application review. Existing and Proposed lighting types can be found in Table A.
2. Complete the lighting and/or lighting controls incentive info found in Table A and A-1. Check to ensure all proposed products meet the criteria and minimum watts saved for products noted in Table A and A-1.
3. Fill out a separate line on the Retrofit Lighting Incentive Worksheet for each unique combination of Existing lighting type, Annual Hours of Operation, Product Code and lighting type. Both existing and high efficiency lighting types can be found in Table 1.
4. Fill out a separate line on the Lighting Controls Incentive Worksheet for each lighting control product including control description, quantity of fixtures controlled, number of watts controlled and hours of reduction for each device proposed, Refer to Table 1-1.
5. Hours of operation are the estimated annual hours that the particular fixture(s) actually operates. Try to be as specific and accurate as possible. NOTE: Fixture operating hours are not necessarily the same as the facility operating hours.
6. Add the Lighting Total and the Control Total in the Grand Total box. The Incentive Total boxes cannot exceed the total equipment costs.

Instructions for completing the Retrofit LIGHTING Incentive Worksheet

PRE-INSTALLATION

1. A site inspection may be performed by a utility representative confirming the existing fixture information and quantities. Make sure to call your utility before starting the lighting project to determine if a site inspection is required.
2. The existing fixtures should be verified by lighting type and room/area, reference Lighting Worksheet and Table 1.

POST-INSTALLATION

Utility Representative Verification:

1. The new energy efficient lighting fixtures, systems and controls types have been installed and operational. Control function must be observed and appropriate for operating environment to achieve safety and estimated energy savings.
2. The lighting fixtures, systems and controls match the manufacturer's information represented on the incentive application. If any of the lighting fixtures, systems and controls have changed from what was approved for the initial incentive offer, the substituted lighting fixtures, systems and controls specifications must be re-submitted, reviewed to verify compliance with technical requirements and approved before an incentive is considered.
3. Proof of Purchase has been submitted. This includes invoice(s) indicating the fixture manufacturer, model, and number of lamps, ballast specifications (if applicable), fixture quantities, costs, purchase date, vendor of the efficient equipment, and installation labor. Other forms of payment such as AIA Certificates of Payment may also be acceptable.
4. The Utility Representative & Customer have signed & dated the post installation inspection block on the incentive form.

NHSaves@work Rebate Program New Hampshire Electric Co-op Terms and Conditions

2020
Energy Solutions Commercial, Industrial, and Municipal Programs

New Hampshire Electric Cooperative (NHEC): TERMS & CONDITIONS

1. **Member Eligibility** – Energy Saving rebates/incentives are available to all non-residential NHEC members.
   a. Small Commercial, Industrial, and Municipal: Monthly energy demand of less than 200 kilowatts (kW).
   b. Large Commercial, Industrial, and Municipal: Monthly energy demand of 200 kW or greater 3 months in rolling 12 months.
   c. New Construction and Renovation: Available to all non-residential NHEC accounts.

2. **Energy Efficiency Measures ("measures") Eligibility** –
   a. Only measures that are approved prior to purchase of equipment and its installation will be considered for rebate/incentive.
   b. NHEC will only approve measures that pass the cost/benefit ratio for effective energy efficiency potential.
   c. Any measure installed prior to the issuance of NHEC's written authorization will be deemed an unauthorized installation, and NHEC will have no obligation to pay rebates/incentives for those measures.

3. **Pre-Approval and Pre-Installation** – Pre-approval from NHEC is required for all projects. NHEC is not bound to pay any rebates/incentives without a pre-approval of the measures proposed by the member.
   a. The member needs to supply the following for a project to be reviewed for pre-approval:
      i. Completed and signed program "Application" to include all worksheets and all supporting documentation
      ii. Completed and signed program "Terms & Conditions"
      iii. Detailed proposal of the scope of work to be performed to include cost, description of equipment being installed
      iv. Specification sheets on equipment to be installed
      v. Specification on existing equipment for retrofit projects
      vi. Projected energy savings from project with savings calculations
   b. Projects must pass a cost-benefit analysis to qualify (internal NHEC algorithm is used), and/or meet specific program requirements as specified on the program application (ie. Minimum watts saved, equipment certification, etc)
   c. A pre-inspection of the member's facilities may be required as part of the pre-approval process.

4. **Cost of Equipment** – Prior to NHEC's post inspection verification of member's installation and at any other time upon NHEC's request, the members shall supply copies of all invoices (including all materials, part numbers and descriptions, freight or shipping, labor, and equipment discounts) reflecting the costs of purchasing and installing the measures. The invoices shall include a breakdown of all measures purchased for installation under this contract. In addition, NHEC may request any other reasonable documentation or verification of the cost to the member of purchasing and installing the measure. For custom measures NHEC reserves the right to use the member's reasonable costs in order to determine the correct rebate/incentive amount.

5. **Post-Installation Verification** – A post inspection of the project is required before any rebates/incentives will be paid to the member. If NHEC determines that the measures were not installed in a manner that is consistent with the pre-approval, the purpose of achieving energy savings as proposed, or if the installation was not consistent with generally accepted good engineering practices and construction industry standards, NHEC may require changes before making any payments. NHEC will not pay rebates/incentives until it has been verified that the member has received, as appropriate, final drawings, operation and maintenance manuals, and operator training, if applicable.

6. **Rebates/Incentives** –NHEC will pay rebates/incentives to eligible members for the installation of qualifying measures and for site-specific measures that are pre-approved. NHEC is not obligated to pre-approve any application for a rebate/incentive that may result in exceeding the regulatory imposed budget for the program. NHEC reserves the right to stop pre-approving measures at any time without notice.

7. **Rebate/Incentive Payments**
   a. General
      (i) Before pre-approving any rebate/incentive amounts requested by the Member, NHEC reserves the right to adjust and/or negotiate the rebate/incentive amount.
      (ii) Once a rebate amount is pre-approved, NHEC will pay no more than the lesser of the:
         (a) cost of purchasing and installing the measure,
         (b) recalculated rebate/incentive based on the actual installation,
         (c) pre-approved rebate/incentive amount.
      (iii) NHEC reserves the right to lower the rebate/incentive amount if the quantity and/or cost of measures actually installed by the Member differs from the pre-approved amounts.
      (iv) Notwithstanding any other provision of these Terms and Conditions, the NHEC reserves the right to seek a refund for rebates/incentives paid if, at any time, it learns that the agreed to measures were not actually and/or properly installed or have subsequently been disconnected.
   b. Maximum Amount
      There may be a maximum dollar amount of the rebate/incentive. There is no guarantee that the Member will receive the maximum amount. Check with your utility representative. The following is the method used to calculate the maximum rebate/incentive:
      (i) Small Commercial, Industrial, and Municipal – The rebates/incentives for approved measures for Small accounts (< 200 kW) will be up to 50% of the installed cost.
      (ii) Large Commercial, Industrial, and Municipal –The rebates/incentives for approved measures for Large accounts (200 kW or greater) will be prescriptive rebates/incentives or custom rebates/incentives designed to cover up to 35% of equipment and installation costs or a buy-down of the project to a one-year payback, whichever is less.

(iii) New Construction and Renovation - The rebates/incentives apply to all non-residential accounts. Rebates/incentives may be prescriptive or custom designed to cover 75% of the incremental difference in the cost of purchasing standard equipment vs. purchasing an energy efficient equivalent or a buy-down of the project to a one-year payback, whichever is less.

8. Date of Rebate/Incentive Payments

a. Existing Structures – NHEC expects to make rebate/incentive payments within sixty (60) days of completion of satisfactory post-installation verification and verification of installation costs in accordance with the specifications.

b. New Construction – NHEC expects to pay the rebates/incentives within sixty (60) days after all of the following conditions are met:
(i) construction of the member's facility is completed;
(ii) member has received an occupancy permit;
(iii) NHEC has verified costs and satisfactory installation of the measures in accordance with the specifications.

c. Payment to Contractor - NHEC reserves the right to withhold payment of rebate/incentive to member until full payment is made to the contractor to contractor's satisfaction.

9. Balance Due - In the event that the Member has any outstanding balances due and owing to NHEC, the rebate/incentive payment may be withheld at NHEC's option, and used to offset such outstanding debt(s).

10. Payments Not Assignable to Contractors – NHEC will not pay contractors unless NHEC approves in advance such arrangement.

11. Relationship of Contractor with Member and NHEC – Contractors have no obligation to NHEC and NHEC assumes no liability for Contractors work, workmanship, damages, injuries, or any other harm caused directly or indirectly by Contractor. NHEC has no legal relationship with contractors. The legal relationship is between the contractor and the Member. NHEC may wave this provision regarding this project or on a specific project(s) at any time.

12. Installation Schedule Requirements– Measures must be installed within 90 days from the date of pre-approval, by the pre-approval expiration date listed on the application, or by the end of the current program year, whichever comes first. If the member is unable to meet this requirement, NHEC reserves the right to cancel the pre-approval offer.

13. Monitoring – NHEC reserves the right to perform site visits during the installation and post-installation monitoring of the installed measures to determine the actual kW and kWh reduction and energy savings.

14. Limited Scope of Review – The scope of review by NHEC of the design and installation of the measures is limited to determining whether program conditions have been met. It does not include any kind of safety review.

15. Publicity of Member Participation – Unless the member objects in writing at the time of submitting an application, NHEC may publicize the fact of the member's participation in the program, the results, the amount of rebates/incentives paid to the member, and any other information which reasonably relates to the member's participation.

16. Limitation of Liability – NHEC's liability under this contract will be limited to paying the rebates/incentives specified in the Agreement. NHEC and any of its affiliates shall not be liable to the member, contractor, or any third party for any consequential or incidental damages or for any damages, in tort (including negligence), caused by any activities associated with this Agreement or the program.

17. Disclaimer of Warranties–NHEC does not guarantee, or warrant any particular manufacturer or product. NHEC does not warrant the performance of installed equipment either expressly or implicitly. Members who install energy-efficient lighting measures are expected to replace any of the energy-efficient lights with lights of similar or superior energy savings efficiency, at their own expense, after the manufacturer's warranty period has expired.

18. Member Must Pay All Taxes – The benefits conferred upon the member may be taxable by federal, state and local government. NHEC will not be responsible for any tax liability imposed on the member as a result of the payment of rebates/incentives.

19. Contract Entitlement to Participate – The program described in this application may be altered, suspended, or canceled by NHEC at any time and without prior notice. The member is not entitled to any program benefits or review of its application in such a circumstance. Entitlement to program participation can only occur after NHEC has signed a copy of the contract/Rebate Pre -Approval Agreement and granted pre-approval.

20. Vendor Selection – NHEC acknowledges that the member may select any non-participating vendor or contractor to perform the work specified by this contract. Notwithstanding the foregoing, the member acknowledges that NHEC has the right not to allow a vendor or contractor to participate in this program. If a member chooses a non-participating vendor or contractor it may affect the rebate/incentive level.

21. Disposal of Equipment – The member agrees, as a condition of participation in this program, at the members' cost, to the recycling of all fluorescent lamps, HID lamps, and PCB ballasts, in accordance with all laws, rules, and regulations of the state of NH, the local jurisdiction, and the government of the United States of America.

22. Removed Equipment - Member will not install any removed equipment in any facility owned or utilized by member or any other member within NHEC's service territory.

23. Disposal Of Removed Equipment - Except for equipment listed in paragraph 21 and the disposal method described, member will remove and dispose of all other equipment at its own expense in accordance with all laws, rules, and regulations of the state of NH, the local jurisdiction, and the government of the United States of America.

24. Review of Specifications, Submittals and Drawings - The Member will provide NHEC with a copy of the specifications for the construction of the Facility that will be provided to the construction contractors. Such specifications must include the measures. NHEC may refuse to pay rebates/incentives if the specifications do not adequately provide for installation of the measures consistent with good engineering and energy-efficient design practices. Member will upon request by the NHEC provide a copy of the as-built drawings and equipment submittals for the facility. The NHEC may refuse to pay rebates/incentives if the final submittals and drawings do not adequately reflect the installation of the measures consistent with the original design intent as identified on the Member application and worksheets.

25. Savings Warranty - NHEC does not guarantee or warrant any energy savings. Factors that are impossible to predict, including but not limited to facility expansion, cutbacks, a change in hours of operation, an electric rate change or structure change, self-generation, weather changes, and/or other unanticipated causes all may impact the Member's future electrical energy use and cause actual savings to vary from estimated savings. Any and all guarantees and/or warrantees are between the Member and the installer and/or the manufacturer of installed measures and/or equipment.

26. Miscellaneous – This contract is the entire agreement between the parties and supersedes all other communications and representations.

a. The member acknowledges that the only individuals authorized to bind NHEC under this contract are the Energy Solutions Program Administrator, Manager or Vice-President of the Member Solutions Division, and the President/CEO of NHEC.
b. Paragraph/Article headings are for the convenience of the parties only and are no t to be construed as part of these Terms and Conditions.
c. If either NHEC or the member desires to modify this contract, the modification must be in writing and signed by an authorized person of both parties in order for the modification to be enforceable.
d. If any provision of the 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 Terms and Conditions shall remain in full force and effect in accordance with their terms.
e. The intent of NHEC in offering these programs is to help member business accounts save money on their electricity costs. The payback on your investment in energy saving measures has been calculated and estimated based on current electric rates and operating characteristics of the member's business.
f. A waiver of any article or term in these Terms and Conditions by NHEC does not constitute a waiver of any other article or term and does not constitute a future waiver of the article or term that was originally waved.

By signing below, member agrees to the terms and conditions contained herein. Pursuant to a Commission order, member also agrees to forgo applying directly or indirectly for any ISO-NE capacity payments or environmental credits resulting from this energy efficiency project. This agreement is contingent upon continued approval and authorization by the Commission to recover said amounts from the System Benefits Charge.

Signature of Member _____ **Date** _____

Print Name _____ **Print Organization Name** _____