

EFFICIENCY MAINE BUSINESS PROGRAM

Custom Lighting Incentive Application



Leading the Way to a Brighter Future

Program Overview

The Efficiency Maine Business Program provides incentives and technical assistance for the purchase and installation of premium-efficiency electrical equipment in new construction projects, renovation projects, and for the replacement of functioning, but less efficient, existing equipment. This form is to be used only for Custom Lighting Projects or measures that are not eligible under the pre-established lighting incentive measures. Examples of systems that might qualify include: integrated lighting control systems; inductance lighting systems; LED sign and display lighting; etc. Incentives are subject to eligibility requirements, which are found below and on the Terms and Conditions page of this application. Review all of these requirements before beginning an application. When you sign this application you are agreeing to be bound by these eligibility requirements and the Terms and Conditions.

Eligible Projects and Determination of Incentives

- Incentives are intended to support installation of premium-efficiency, high-performance equipment. Measures that are considered "standard practice" in Maine are not eligible for funding. Efficiency Maine and its contractors will be the final arbiters of "standard practice."
- Because custom incentive proposals are generally more complex and may require more detailed analysis to qualify them for funding, technical assistance is available. Efficiency Maine can provide limited direct technical assistance and can facilitate and provide partial financial support for more extensive technical assistance in some instances. Please contact Efficiency Maine for more information at 866-376-2463.
- Custom incentives are at the sole discretion of Efficiency Maine. For removal and replacement of existing functioning equipment, incentives will not exceed 35% of the actual total project cost (documented materials and installation cost to the end user); and for new construction, replacement of failed equipment, or process improvements will not exceed 75% of actual incremental costs above an assumed standard practice alternative to the proposed technology. Additionally, Efficiency Maine, at its discretion, may limit incentives to result in a calculated simple payback to the customer of 1.5 years.
- A single customer (e.g. business organization, corporation, individual, or municipality, etc.) may receive \$100,000 in cash incentives per calendar year.
- All proposed custom projects must be pre-approved by Efficiency Maine prior to purchase or installation of equipment.

Efficiency Maine provides incentives to reduce the purchase price of premium, reliable, energy efficient products.

Efficiency Maine cash incentives lower your purchase costs, but the real savings come as this premium equipment reduces your energy costs in the future. When you purchase energy efficient products, you lower your electric bill, and help Maine avoid costly, new electric generation.

If you have questions, or if you would like assistance in completing this form, call us at 866-376-2463.

For information about equipment for your home, go to efficiencymaine.com and look at our residential offerings.



How the Process Works

Potential applicants are strongly encouraged to read the Terms and Conditions on page 8 of this application, and to contact an Efficiency Maine program representative with any questions prior to beginning the application process. You may contact an Efficiency Maine program representative at 866-376-2463.

**STEP ONE
Customer Proposal**

Fill out all appropriate fields and attach requested information. Please make sure you complete the checklist and sign where required. To qualify for an incentive, the application must include an engineering analysis showing how the proposed energy (kWh) and demand (kW) savings are calculated and how project costs are estimated. Refer to the “Detailed Instructions for Energy Savings Calculations” (Table 5 of this application) for further information.

Send materials by fax to 866-728-4605, e-mail to emaine@ers-inc.com, or mail to Efficiency Maine, 323 State Street, Suite 2, Augusta, ME 04330.

**STEP TWO
Project Pre-Approval/Customer Acceptance**

Efficiency Maine will review the application and supporting documentation and, if accepted, make an incentive offer to the customer with a “Pre-Approval Letter.” The customer signs the pre-approval acknowledgement, thereby accepting the amount of the offer, all program requirements, and the Terms and Conditions.

**STEP THREE
Installation**

Customer and associated project contractors complete the installation as proposed in the application and as pre-approved by Efficiency Maine. If changes arise that affect the pre-approval offer, the customer must consult with Efficiency Maine program staff immediately.

**STEP FOUR
Post-Installation**

When the project installation is complete, the customer is to notify Efficiency Maine. Efficiency Maine staff will ask the customer to submit proof of installation in the form of itemized invoices, including material and labor. Efficiency Maine staff may conduct a post-installation inspection. After review and approval of all documentation, Efficiency Maine will request a final customer signature certifying installation of equipment. A final approval letter will then be issued and a check will be sent directly to the customer.

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PROGRAM PARTICIPANT INFORMATION

Company Name:	Federal Tax ID or SSN:	Electric Utility Co:	# of Employees:
Mailing Address:	City:	State:	Zip Code:
Contact Name/Title:			
Email Address:	Telephone:	Fax:	
Installation Address (if different from above):	City:	State:	Zip Code: Self-installed? <input type="checkbox"/> Yes <input type="checkbox"/> No

By signing below, I acknowledge that I have read and approve of this application, and I agree to be bound by all program Terms and Conditions. Additionally, I certify that I have not and will not apply for an incentive for the measures on this application from any other Efficiency Maine program.

Customer Signature: _____ Date: _____

QUALIFIED PARTNER/CONTRACTOR INFORMATION To be completed by assisting contractor or vendor, if applicable

Qualified Partner/Contractor 1:	Contact Name/Title:		
Mailing Address:	City:	State:	Zip Code:
Email Address:	Telephone:	Fax:	
Qualified Partner/Contractor 2:	Contact Name/Title:		
Mailing Address:	City:	State:	Zip Code:
Email Address:	Telephone:	Fax:	

FACILITY DESCRIPTION

Business Type <input type="checkbox"/> Lodging <input type="checkbox"/> Health/Hospital <input type="checkbox"/> Manufacturing <input type="checkbox"/> Restaurant <input type="checkbox"/> Office <input type="checkbox"/> Other: (please specify):	<input type="checkbox"/> Warehouse <input type="checkbox"/> School/College <input type="checkbox"/> Grocery <input type="checkbox"/> Retail <input type="checkbox"/> Garage/Repair	Project Description <input type="checkbox"/> New Construction <input type="checkbox"/> Expansion of Existing Bldg <input type="checkbox"/> Equipment Replacement <input type="checkbox"/> Renovation <input type="checkbox"/> Other:	Hours of Operation Per Week: _____ Project Area Square Footage: _____
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COMPLETE APPLICATION CHECKLIST

Must be completed and initialed by the customer and the assisting contractor or vendor, if applicable. Your application will not be reviewed until you have certified that the following steps have been completed to the best of your ability. Please contact Efficiency Maine if you have any questions during the application process.

Customer Initials	Contractor Initials	Please review and check that the following are complete:
_____	_____	<input type="checkbox"/> Customer and contractor/vendor have read guidelines on pages 2, 6 & 8
_____	_____	<input type="checkbox"/> Manufacturer's technical specification sheets are attached
_____	_____	<input type="checkbox"/> Energy savings analysis performed and attached (See Table 5 for a list of minimum supporting documentation)



LIGHTING POWER DENISTY REQUIREMENTS

The proposed lighting installations must result in an installed lighting power density (Watts per square foot) that is at least 20% less than the lighting power density required by the Maine Energy Code for the space or building type. Lighting power density is defined as the total installed lighting watts (determined using the rated wattage figure from Table 6) divided by the total floor area in square feet. The building area method or the space-by-space method may be used to determine the lighting power density.

Method of Calculation (Check one): Whole Building Method Space-by-Space Method

Building Type or Predominant Space Type (See Table 1 for a list of building/space types):

By signing below, I certify that the proposed installation will result in an installed lighting power density that is at least 20% less than required by the Maine Energy Code, as specified in Table 1, Column C.

Customer Signature: _____ Contractor Signature: _____

TABLE 1. LIGHTING POWER DENSITY

Lighting Power Densities Using the Building Area Method			Lighting Power Densities Using the Space-by-Space Method		
Building Type (A)	Maine Energy Code (B)	Program Accepted (C)	Building Type (A)	Maine Energy Code (B)	Program Accepted (C)
Automotive Facility	1.5	1.2	Active Storage	1.3	1.0
Convention Center	1.4	1.1	Atrium – First Three Floors	1.3	1.0
Court House	1.4	1.1	Atrium – Each Additional Floor	0.2	0.2
Dining: Bar Lounge/Leisure	1.5	1.2	Audience/Sitting Area	0.5	0.4
Dining: Cafeteria/Fast Food	1.8	1.4	Classroom/Lecture/Training	1.6	1.3
Dining: Family	1.9	1.5	Conference/Meeting/Multipurpose	1.5	1.2
Dormitory	1.5	1.2	Corridor/Transition	0.7	0.6
Exercise Center	1.4	1.1	Dining Area	1.4	1.1
Gymnasium	1.7	1.4	Electrical/Mechanical	1.3	1.0
Hospital/Health Care	1.6	1.3	Food Preparation	2.2	1.8
Hotel	1.7	1.4	Inactive Storage	0.3	0.2
Library	1.5	1.2	Lobby	1.8	1.4
Manufacturing Facility	2.2	1.8	Lounge/Recreation	1.4	1.1
Motel	2.0	1.6	Office – Enclosed	1.5	1.2
Motion Picture Theater	1.6	1.3	Office – Open Plan	1.3	1.0
Multi-Family	1.0	0.8	Restrooms	1.0	0.8
Museum	1.6	1.3	Stairs – Active	0.9	0.7
Office	1.3	1.0			
Parking Garage	0.3	0.2			
Penitentiary	1.2	1.0			
Performing Arts Theater	1.5	1.2			
Police/Fire Station	1.3	1.0			
Post Office	1.6	1.3			
Religious Building	2.2	1.8			
Retail	1.9	1.5			
School/University	1.5	1.2			
Sports Arena	1.5	1.2			
Town Hall	1.4	1.1			
Transportation	1.2	1.0			
Warehouse	1.2	1.0			
Workshop	1.7	1.4			

Note: The presented list includes the common space types. Please consult the Maine Energy Code for more types of spaces and the allowed lighting power densities. For these spaces, determine the program accepted lighting power density by multiplying the code allowed lighting power density with 0.8.

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TABLE 2. CUSTOM LIGHTING SYSTEM PROJECT DESCRIPTION

Provide a brief description of the proposed project including all features contributing to energy efficiency. See Table 5 for a list of required documentation.

The project being submitted is a (check all that apply):

- New Construction Project Complete Renovation/Redesign Project New Equipment Project Equipment Replacement Project

Project Description:

TABLE 3. BASELINE or EXISTING SYSTEM SUMMARY

Baseline System Description	Baseline Material Cost	Baseline Installation Cost
<i>Please describe the specific application or measure for the baseline or existing system.</i>	<i>Total material cost for measure</i>	<i>Total installation cost for measure</i>
Check the appropriate box: <input type="checkbox"/> Theoretical Baseline <input type="checkbox"/> Existing System Theoretical baseline systems should represent standard practice	(Enter "\$0" if Retrofitting Existing Systems)	(Enter "\$0" if Retrofitting Existing Systems)
Ex: Install 30 2x4 recessed parabolic fixtures w/3 4' T8 lamps and electronic ballasts.	\$1,800.00	\$1,200.00
Install 5 switch mounted occupancy sensors.	\$360.00	\$150.00



TABLE 3. PROPOSED SYSTEM SUMMARY

Proposed System Description	Proposed Materials Cost	Proposed Installation Cost	Requested Incentive
<i>Please describe the specific application or measure for the proposed system. Proposed system must offer efficiency levels higher than required by the Maine Energy Efficiency Code.</i>	<i>Total material cost for measure</i>	<i>Total installation cost for measure</i>	<i>Total requested incentive for measure</i>
<i>Ex: Install 16 1x8 indirect fixtures with w/4 4'T8 lamps and dimming electronic ballasts with integral fiber-optic dimming system. Install 5 remote mounted occupancy sensors.</i>	\$2,800.00	\$900.00	\$1,295.00
	\$625.00	\$300.00	\$323.75

TABLE 5. DETAILED INSTRUCTIONS FOR ENERGY SAVINGS CALCULATIONS

In order to be funded under this program, applications must be accompanied by project documentation. This documentation should address the criteria necessary to achieve the energy savings estimated in the engineering analysis for this project. Relevant documentation may include: architectural drawings, component specification sheets, lighting fixture performance test results from independent testing labs, lighting system performance modeling developed using lighting design software. At the discretion of Efficiency Maine, additional documentation, other than that described in this application, may be required for program participation.

The following serves as guidelines for the minimum required documentation.

EQUIPMENT DOCUMENTATION

- A list of lighting fixtures and other components to be installed, including manufacturer’s catalog/model number and lamp/ballast configurations
- Manufacturers’ specification sheets for each lighting fixture and automatic control
- Lighting fixture overall efficiency ratings and photometric test report (from independent testing firm – when available)

ENERGY PERFORMANCE AND OPERATIONAL SEQUENCE REQUIREMENTS

Provide calculations documenting the predicted energy consumption of the existing (or base) and proposed lighting design. Refer to Table 6 of this application for the rated wattages of lighting systems. If the proposed system is not listed, provide documentation of the energy consumption. Calculations may be performed by hand but spreadsheet analysis is preferred, and may be supplied in electronic format. All assumptions such as operating hours and space occupancy patterns must be presented.

SYSTEM PERFORMANCE RELATED TO THE MAINE ENERGY EFFICIENCY CODE

The Maine Energy Efficiency Code mandates minimum standards for new construction and major renovation projects. To be awarded incentives under this program, proposed lighting systems must outperform this code by 20%. Please supply information documenting the code requirements as they apply to the proposed project, and demonstrate that the project will outperform the requirements of the code, and to what degree.

OTHER REQUIREMENTS AND COMMENTS

For lighting systems utilizing fluorescent or HID ballasts, provide documentation showing total harmonic distortion (THD) and power factor.

Provide any further documentation that helps to demonstrate the performance characteristics of the project, and the projects ability to demonstrate and promote energy efficiency in the State of Maine.

MINIMUM SUPPORTING DOCUMENTATION *(Customer or Contractor: please check upon completion)*

- Project Description (Table 2 - If needed attach separate sheet)
- Baseline or Existing System Summary (Table 3 – If needed attach separate sheets)
- Proposed System Summary (Table 4 – If needed attach separate sheets)
- Energy Usage of the Existing and Proposed Systems: kW and kWh (Attach separate calculation report)
- Lighting Power Density Requirements for the Proposed Systems (Table 1)



TABLE 6. RATED LIGHTING SYSTEM WATTAGES

Code	Description	Rated Watts	Code	Description	Rated Watts	Code	Description	Rated Watts
Compact Fluorescent Systems			T8 Fluorescent Systems			Pulse Start Metal Halide Systems		
1C0009S	9W CFL HW	11	1F17SSE	1L2' T8/ELIG	17	1M0200P	200W PSMH CWA	232
1C0011S	11W CFL HW	13	2F17SSE	2L2' T8/ELIG	37	1M0250P	250W PSMH CWA	288
1C0013S	13W CFL HW	15	3F17SSE	3L2' T8/ELIG	53	1M0320P	320W PSMH CWA	365
1C0018E	18W CFL HW ELIG	20	4F17SSE	4L2' T8/ELIG	62	1M0350P	350W PSMH CWA	400
1C0018S	18W CFL HW	20	1F25SSE	1L3' T8/ELIG	24	1M0400P	400W PSMH CWA	455
1C2D21E	21W 2D CFL HW ELIG	22	2F25SSE	2L3' T8/ELIG	47	1M0450P	450W PSMH CWA	508
1C0022S	22W CFL HW	24	3F25SSE	3L3' T8/ELIG	68	1M0750P	750W PSMH CWA	815
1C0023E	1/23W CFL HW ELIG	25	4F25SSE	4L3' T8/ELIG	88	1M0150R	150W PSMH Linear	172
1C0026S	26W CFL HW	28	1F32SSE	1L4' T8/ELIG	30	1M0175R	175W PSMH Linear	190
1C0026E	26W CFL HW ELIG	28	2F32SSE	2L4' T8/ELIG	60	1M0200R	200W PSMH Linear	218
1C0028S	28W CFL HW	30	3F32SSE	3L4' T8/ELIG	88	1M0250R	250W PSMH Linear	265
1C2D28E	28W 2D CFL HW ELIG	28	4F32SSE	4L4' T8/ELIG	112	1M0320R	320W PSMH Linear	345
1C0032S	32W CIRCLINE HW	34	1F32SSH	1L4' T8/ELIG HIGH LMN	39	1M0350R	350W PSMH Linear	375
1C2D38E	38W 2D CFL HW ELIG	36	2F32SSH	2L4' T8/ELIG HIGH LMN	78	1M0400R	400W PSMH Linear	430
1C2232S	22/32W CIRCLINE HW	58	3F32SSH	3L4' T8/ELIG HIGH LMN	112	1M0450R	450W PSMH Linear	480
1C3240S	32/40W CIRCLINE HW	80	4F32SSH	4L4' T8/ELIG HIGH LMN	156	1M0750R	750W PSMH Linear	805
1C0044S	44W CIRCLINE HW	46	1F32SSL	1L4' T8/ELIG LOW PWR	26	1M1000P	1000W PSMH CWA	1080
2C0005S	2/5W CFL HW	14	2F32SSL	2L4' T8/ELIG LOW PWR	52	1M0300P	300W PSMH CWA	342
2C0007S	2/7W CFL HW	18	3F32SSL	3L4' T8/ELIG LOW PWR	76	1M0300R	300W PSMH Linear	324
2C0009S	2/9W CFL HW	22	4F32SSL	4L4' T8/ELIG LOW PWR	98	Metal Halide Systems		
3C0009S	3/9W CFL HW	33	2F40TSE	2L5' T8/ELIG	68	1M0032S	32W MH	40
2C0011S	2/11W CFL HW	26	3F40TSE	3L5' T8/ELIG	106	1M0050S	50W MH	65
2C0013E	2/13W CFL HW ELIG	28	1F40HSE	1L5' T8 HO/ELIG	59	1M0070S	70W MH	95
2C0013S	2/13W CFL HW	30	2F40HSE	2L5' T8 HO/ELIG	123	1M0100S	100W MH	120
3C0013S	3/13W CFL HW	45	2F72HSE	2L6' T8 HO/ELIG	164	1M0150S	150W MH	190
2C0018E	2/18W CFL HW ELIG	40	1F96SSE	1L8' T8/ELIG	60	1M0175S	175W MH	205
3C0018E	3/18W CFL H W ELIG	60	2F96HSE	1L8' T8 HO/ELIG	85	1M0250S	250W MH	295
2C0023E	2/23W CFL HW ELIG	50	2F96SSE	2L8' T8/ELIG	109	1M0360S	360W MH	430
2C0026E	2/26W CFL HW ELIG	54	2F96SSL	2L8' T8/ELIG LOW PWR	100	1M0400S	400W MH	455
3C0026E	3/26W CFL HW ELIG	82	2F96HSE	2L8' T8 HO/ELIG	160	1M0750S	750W MH	825
4C0026E	4/26W CFL HW ELIG	108	High Performance T8 Lighting Systems			1M1000S	1000W MH	1075
6C0026E	6/26W CFL HW ELIG	162	1F32EEE	1L4' T8EE/ELIG	28	1M1500S	1500W MH	1615
8C0026E	8/26W CFL HW ELIG	216	2F32EEE	2L4' T8EE/ELIG	53	1M1800S	1800W MH	1875
2C0032E	2/32W CFL HW ELIG	68	3F32EEE	3L4' T8EE/ELIG	77	High Pressure Sodium Systems		
3C0032E	3/32W CFL HW ELIG	114	4F32EEE	4L4' T8EE/ELIG	101	1H0035S	35W HPS	45
4C0032E	4/32W CFL HW ELIG	152	6F32EEE	6L4' T8EE/ELIG	154	1H0050S	50W HPS	65
6C0032E	6/32W CFL HW ELIG	228	1F32EEL	1L4' T8EE/ELEE LOW PWR	25	1H0070S	70W HPS	90
8C0032E	8/32W CFL HW ELIG	304	2F32EEL	2L4' T8EE/ELEE LOW PWR	47	1H0100S	100W HPS	130
1C0042E	1/42W CFL HW ELIG	48	3F32EEL	3L4' T8EE/ELEE LOW PWR	67	1H0150S	150W HPS	190
2C0042E	2/42W CFL HW ELIG	100	4F32EEL	4L4' T8EE/ELEE LOW PWR	89	1H0200S	200W HPS	240
3C0042E	3/42W CFL HW ELIG	141	6F32EEL	6L4' T8EE/ELEE LOW PWR	134	1H0225S	225W HPS	275
4C0042E	4/42W CFL HW ELIG	188	T5 Fluorescent Systems			1H0250S	250W HPS	295
6C0042E	6/42W CFL HW ELIG	282	1F21SSE	1L3' T5/ELIG	27	1H0310S	310W HPS	350
8C0042E	8/42W CFL HW ELIG	376	2F21SSE	2L3' T5/ELIG	52	1H0360S	360W HPS	435
1F36BXE	1L2' F36BX/ELIG	46	1F28SSE	1L4' T5/ELIG	32	1H0400S	400W HPS	460
2F36BXE	2L2' F36BX/ELIG	72	2F28SSE	2L4' T5/ELIG	63	1H0600S	600W HPS	675
3F36BXE	3L2' F36BX/ELIG	102	1F39HSE	1L3' T5 HO/ELIG	43	1H0750S	750W HPS	835
4F36BXE	4L2' F36BX/ELIG	144	2F39HSE	2L3' T5 HO/ELIG	85	1H1000S	1000W HPS	1085
6F36BXE	6L2' F36BX/ELIG	204	1F54HSE	1L4' T5 HO/ELIG	59	Legend		
1F40BXE	1L2' F40BX/ELIG	46	2F54HSE	2L4' T5 HO/ELIG	117	CFL – Compact Fluorescent Lamp	ELIG – Electronic Ballast	
2F40BXE	2L2' F40BX/ELIG	72	3F54HSE	3L4' T5 HO/ELIG	177	HW- Hard Wire	HIGH LMN – High Lumens Ballast	
3F40BXE	3L2' F40BX/ELIG	102	4F54HSE	4L4' T5 HO/ELIG	234	BX – Biax/Twin Tube Lamp	ELEE – Energy-Efficient Elec. Ballast	
4F40BXE	4L2' F40BX/ELIG	144	6F54HSE	6L4' T5 HO/ELIG	351	EE – Energy-Efficient Lamp	LOW PWR – Low Power Ballast	
6F40BXE	6L2' F40BX/ELIG	204	Tandem-Wired Fluorescent Systems			HO – High Output Lamp	CWA – Constant Wattage Ballast	
1F50BXE	1L2' F50BX/ELIG	54	2W32SSE	2L4' TW T8/ELIG	60	TW – Tandem-Wired	Linear – Linear Control Ballast	
2F50BXE	2L2' F50BX/ELIG	108	2W32SSH	2L4' TW T8/HIGH LMN	78	DTW – Double Tandem-Wired		
3F50BXE	3L2' F50BX/ELIG	162	2W96SSE	2L8' TW T8/ELIG	55	<i>This table of wattages represents typical system wattages obtained from various ballast manufacturers.</i>		
4F50BXE	4L2' F50BX/ELIG	216	3W32SSE	3L4' TW T8/ELIG	29			
6F50BXE	6L2' F50BX/ELIG	324	4W32SSE	4L4' TW T8/ELIG	53			
1F55BXE	1L2' F55BX/ELIG	60	4D32SSE	4L4' DTW T8/ELIG	53			
2F55BXE	2L2' F55BXE/ELIG	112	4W32SSL	4L4' TW T8/ELIG LOW PWR	49			
3F55BXE	3L2' F55BX/ELIG	168	4D32SSL	4L4' DTW T8/ELIG LOW PWR	49			
4F55BXE	4L2' F55BX/ELIG	224						
6F55BXE	6L2' F55BX/ELIG	336						



TERMS AND CONDITIONS

1. INCENTIVES FOR QUALIFYING ECMS

- a) Efficiency Maine will award financial incentives to Eligible Customers for the purchase and installation of Qualifying ECMS, subject to these Terms and Conditions.
- b) "Qualifying ECMS" are Prescriptive Electric Conservation Measures identified in official program materials and site-specific Custom Measures approved by Efficiency Maine. Technologies that purport to save energy through reduction of voltage, demand, or power conditioning are not eligible ECMS. Unless explicitly pre-approved, ECMS must be new and covered by warranties.
- c) "Eligible Customers" are all non-residential customers of electric utilities in the State of Maine. Efficiency Maine incentives are awarded only to Eligible Customers for equipment that is owned by them, and such Customers are ultimately responsible for compliance with these Terms and Conditions.

2. OWNERSHIP OF CAPACITY AND/OR ENVIRONMENTAL CREDITS

- a) ECMS purchased and installed in part through incentives provided by this program are the property of the Customer, subject to any limitations contained within these Terms and Conditions.
- b) Notwithstanding the above, Efficiency Maine holds sole rights to any electric system capacity credits and environmental credits that may be associated with ECMS for which incentives were received, and Efficiency Maine can dispose of these credits in any manner authorized by law or regulation.
- c) In no event shall activity associated with any energy or environmental credits noted in Section 2(b) result in interference with the Customer's sole discretion to operate ECMS as approved in his/her incentive award.

3. PRE-APPROVAL AND PRE-INSTALLATION SURVEY REQUIRED

- a) Except for Customers applying for motor or agricultural incentives of any amount or for lighting, VFD or refrigeration incentives of less than \$2,500, Efficiency Maine is not obligated to award any incentives unless it pre-approves the Customer's Incentive Application and completes a pre-installation survey of the Customer's facilities, unless it has explicitly waived this latter requirement.
- b) Efficiency Maine has complete discretion to approve or disapprove of any proposed ECMS.

4. POST-INSTALLATION VERIFICATION REQUIRED

- a) Efficiency Maine is not obligated to pay any pre-approved incentive awards until it has performed a satisfactory post-installation verification, unless it has explicitly waived this requirement. If Efficiency Maine determines that ECMS were not installed in a manner consistent with the approved application, or if unapproved ECMS were installed, or if the installation was not consistent with generally accepted engineering practices, it may require changes before making payment. Also, Efficiency Maine will not make payment until it verifies that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training. Efficiency Maine also reserves the right to inspect installations at facilities which were the recipients of incentives that were not pre-approved (see section 3a) and seek recovery of incentives paid if Qualifying ECMS cannot be located or are not installed in a manner consistent with the provisions of these Terms and Conditions.

5. CUSTOM MEASURE APPLICATIONS AND ANALYSIS

- a) Efficiency Maine will only approve Custom Measure Applications for ECMS that Efficiency Maine believes have reliable and cost effective energy savings potential in the proposed use and site. Efficiency Maine has discretion to approve or disapprove of any Measures proposed.
- b) In addition to completing all required worksheets, the Customer will be required to provide an analysis of the energy and demand reduction potential of the proposed ECMS. Efficiency Maine may require that this analysis be prepared by a licensed Professional Engineer whose competency and experience to perform the requisite analysis has been approved in advance by Efficiency Maine.
- c) Efficiency Maine may independently review the Application and analysis to verify the energy saving and demand reduction potential and the reasonableness of measure and installation cost estimates. Efficiency Maine reserves the right to reject or modify any Customer calculations, based on its analysis.

6. PRE-APPROVED LETTER

After an Application is approved, the Customer will receive written notification of a maximum pre-approved incentive amount. Efficiency Maine will not pay incentives for any ECMS installed prior to the date of the Pre-approved Incentive Letter.

7. INDEPENDENT TESTING

Efficiency Maine reserves the right to deny incentives for any ECMS that have not been favorably assessed or approved by recognized, independent public authorities, such as the Underwriter's Laboratory (UL). Efficiency Maine may, at its discretion, require the Customer undertake, at his or her own expense, testing of a proposed ECM that does not carry the Listing Mark by UL, or an equivalent independent testing facility approved in advance by Efficiency Maine.

8. INCENTIVE AMOUNTS

- a) Efficiency Maine reserves the right to adjust and/or negotiate the incentive amount, based upon its independent assessment of appropriate savings or cost estimates.
- b) Once an incentive is pre-approved, Efficiency Maine will pay no more than the approved fraction of the incremental cost to the Customer of purchasing the ECM, or the pre-approved incentive amount, whichever is less. Efficiency Maine may, at its discretion, recognize incremental installation labor costs that are unique to the proposed ECM to the extent that they are reasonable, verifiable, and actually incurred by the Customer. Efficiency Maine has the right to lower the incentive amount if the quantity and/or cost of ECMS actually installed by the Customer differ from the pre-approved amounts. Efficiency Maine has the right to seek a refund for incentives paid if, at any time, it learns that the ECMS were not actually and properly installed or were subsequently disconnected.

9. COST OF EQUIPMENT

The Customer must provide copies of all invoices or other reasonable documentation that verify the costs of purchasing and installing the ECMS, including all materials, labor, and equipment discounts. Invoices must indicate a verifiable breakout of all ECMS purchased for installation under this Agreement. Efficiency Maine also has the right at any time to require invoices from the contractor to determine the price paid by the contractor (including any discounts or incentives) from his or her supplier for the ECMS.

10. SCHEDULE FOR INCENTIVE PAYMENTS

- a) Efficiency Maine expects to pay all incentives within thirty (30) days after project completion. Project completion requires:
 - (a) Submission to Efficiency Maine of all documentation
 - (b) Completed installation of the approved ECMS
 - (c) Efficiency Maine's acceptance of (a) and (b) above, all in accordance with the specifications outlined elsewhere in these Terms and Conditions.

11. MONITORING AND EVALUATION FOLLOW-UP VISITS

Efficiency Maine reserves the right to make follow-up visits to a Customer's facility during the 24 months following the actual completion date at a time convenient to the Customer, and with at least one week advance notice. The purpose of the visit(s) is to review the operation of the ECMS for program evaluation purposes, including monitoring their energy performance. The scope of review is limited to determining whether program conditions have been met.

12. CHANGES IN/CANCELLATION OF THE PROGRAM

- a) Efficiency Maine may change the program requirements, incentives, or Terms and Conditions at any time without notice, including suspending acceptance of applications or terminating the program. Efficiency Maine is not obligated to approve any submitted application that may result in Efficiency Maine exceeding its program budget.
- b) In the event of program change, pre-approved applications will be processed to completion under the Terms and Conditions in effect at the time of the pre-approval by Efficiency Maine.
- c) Submission of a completed application does not entitle the Customer to program participation. Entitlement occurs only when Efficiency Maine has signed the application and incentive pre-approval form.

13. PUBLICITY OF CUSTOMER PARTICIPATION

By accepting an incentive through the program, the Customer understands that Efficiency Maine reserves the right to disclose certain information about the Customer's participation in the program, including, but not necessarily limited to, the Customer's name and address, the incentive amount, projected energy savings as well as other non-proprietary business information.

14. INSTALLATION SCHEDULE REQUIREMENTS

- a) If the Customer has (a) not engaged in installation of the approved project, and has (b) not applied to Efficiency Maine for a project extension within one year from the date Efficiency Maine pre-approves the project, Efficiency Maine may cancel the Agreement without liability.

- b) A Customer who fails to advise Efficiency Maine that a project is complete, or who fails to provide required post-installation documentation as described elsewhere in these Terms and Conditions, within 60 days of project installation may be denied incentive payment.

15. INDEMNIFICATION

- a) Efficiency Maine's liability under this Agreement will be limited to paying the incentive amounts specified in this Agreement. Efficiency Maine and any of its affiliates or contractors shall not be liable to the Customer for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Agreement or in the program.
- b) The Customer shall protect, indemnify, and hold harmless Efficiency Maine from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against Efficiency Maine arising out of or relating to the performance of this Agreement.

16. NO WARRANTIES

- a) Efficiency Maine does not endorse, guarantee, or warrant any particular manufacturer or product, and it provides no warranties, expressed or implied, for any product or services. The Customer's reliance on warranties is limited to any warranties that may be provided by contractors, vendors, etc.
- b) Neither Efficiency Maine nor its consultants are responsible for assuring that the design, engineering and construction of the facility or installation of the ECMS is proper or complies with any particular laws, codes, or industry standards. Efficiency Maine does not make any representations of any kind regarding the results to be achieved by the ECMS or the adequacy or safety of such measures.

17. CUSTOMER MUST PAY ALL TAXES

Incentives received by the Customer may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes.

18. VENDOR SELECTION

The Customer may select any vendor or contractor to perform the work contemplated by this application, even after the application is submitted for pre-approval by Efficiency Maine. However Efficiency Maine has the right to prohibit specific vendors or contractors from program participation.

19. REMOVAL OF EXISTING EQUIPMENT

The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the ECMS in accordance with all laws, rules, and regulations. The Customer agrees not to reinstall any of this equipment anywhere in the State of Maine, or transfer it to any other party for installation in the State of Maine.

20. ECM LIFE

By accepting an Efficiency Maine incentive, Customer hereby agrees that he/she will not alter, modify or discontinue use of the efficiency measures without prior written approval from Efficiency Maine and that efficiency measures funded by Efficiency Maine will be used for their rated useful life.

21. MISCELLANEOUS

- a) The entire Agreement between the Customer and Efficiency Maine composed of an approved, signed application, these Terms and Conditions, and all subsequent correspondence relating to that specific application, requires a Customer signature.
- b) Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.
- c) The Customer acknowledges that the only individuals authorized to bind Efficiency Maine under this Agreement are Efficiency Maine staff and authorized agents of Efficiency Maine.
- d) If either Efficiency Maine or the Customer desires to modify this Agreement, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.
- e) 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.
- f) In the event of any dispute concerning these Terms and Conditions, or any other requirement of this program or condition of incentive award, resolution will be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this agreement shall be brought in State of Maine administrative or judicial forums. The Customer consents to personal jurisdiction in the State of Maine.