

COMMERCIAL LIGHTING RETROFIT REBATE PROGRAM

PROGRAM DESCRIPTION

The Holden Municipal Light Department (“HMLD”) is pleased to offer a Commercial / Industrial Lighting Retrofit Program. HMLD designed this program to help our business customers use energy efficient lighting to meet their lighting needs. By participating in this program, our commercial customers will not only be reducing their electric bills but will also be helping the Commonwealth and HMLD achieve its carbon reduction and energy conservation goals.

Commercial customers are eligible for a Lighting Retrofit Rebate up to 50% of the project cost with a \$5,000 cap.

HOW TO APPLY

Instructions:

1. Submit the completed application and a quote for work to be performed. Send application to commercial@ene.org.
2. ENE will call to schedule a lighting audit that must be completed prior to performing lighting retrofit work.
3. ENE will provide an audit report of eligible lighting to be replaced.
4. Complete the lighting retrofit project.
5. Once the project has been completed, submit the following documents to: commerical@ene.org and ENE will contact the customer to schedule a Post-Installation Inspection
 - Itemized invoice showing that some or all payments have been made
 - Completed lighting savings worksheet
6. Once the project is approved a rebate check will be issued within 4-6 weeks.

*HMLD's Rebate and Incentive programs are administered by
Energy New England - a municipal cooperative.*



HOLDEN MUNICIPAL
LIGHT DEPARTMENT

COMMERCIAL LIGHTING RETROFIT REBATE PROGRAM

CUSTOMER INFORMATION

DATE:		ELECTRIC ACCOUNT #		EST. PROJECT COST	
COMPANY NAME:					
SERVICE ADDRESS					
MAILING ADDRESS					
CONTACT PERSON					
CONTACT ROLE	<input type="checkbox"/> Business Owner <input type="checkbox"/> Business Representative <input type="checkbox"/> Other				
EMAIL					
PHONE					
FACILITY SQ FOOT					
FACILITY USE					

The above-named entity ("Customer") hereby requests a contribution in the amount of \$_____ to retrofit its facility. Customer understands and acknowledges that the application is subject to the Terms and Conditions provided in this booklet and Customer agrees to such Terms and Conditions. Customer further certifies that the estimate of installation cost stated in this application is a reasonably accurate estimate of the cost of installing the measure. In addition, if the actual installation cost is less than estimated, the Holden Municipal Light Department's contribution will be reduced to a maximum of fifty percent of the actual cost.

CUSTOMER AUTHORIZED SIGNATURE	DATE
VENDOR AUTHORIZED SIGNATURE	DATE

PAYMENT METHOD

REMIT PAYMENT TO:	<input type="checkbox"/> Business <input type="checkbox"/> Vendor
CUSTOMER TAX ID	
VENDOR TAX ID	
CHECK PAYABLE TO	

The Customer hereby acknowledges that their requested incentive contribution to retrofit its facility can be paid directly to the implementing Vendor / Installer or the Customer. If the Customer has selected to have their incentive directly paid to the Vendor, their proposal should show the total invoiced value reduced by the requested incentive value.

CUSTOMER AUTHORIZED SIGNATURE	DATE
VENDOR AUTHORIZED SIGNATURE	DATE

TERMS & CONDITIONS

1. Customer Application

(a) All information must be answered completely. Failure to complete any part of the application will make it unacceptable. (b) The Holden Municipal Light Department (HMLD) will review the Customer's application and reserves the right to reject or modify any calculations based on its own analysis.

2. Application Does not Guarantee the Proposal will be Accepted

Due to program budget restrictions only a limited number of projects can be undertaken any given year. All project proposals will be analyzed and those projects which have the greatest kilowatt reduction during peak periods per cost of the project will be undertaken first.

3. Eligibility

All HMLD commercial and industrial customers are eligible provided that their electric bill is paid up to date.

4. Pre-Approval and Pre-Installation Survey

The HMLD is not bound to contribute money towards any project. If the HMLD decides to contribute to a specific project the customer will be notified in writing.

5. Post-Installation Verification

The HMLD will not pay any contributions until it has performed a post-installation verification of the installation. If the HMLD determines that the lighting retrofits were not installed in a manner that is consistent with the purpose of achieving energy savings or if the installation was not consistent with generally accepted good engineering practices, the HMLD may require changes before making any payments.

6. Monitoring

The HMLD reserves the right to perform pre- and post- installation monitoring of the installed retrofits to determine the actual kilowatt reduction and energy savings.

7. The HMLD reserves the right to stop this program at any time without notice if the contributions may result in spending more than the annual budget for the program.

8. Proof of Cost of Installation

After installation, the Customer is required to submit copies of all invoices (including all materials, labor, and equipment discounts) reflecting the costs of purchasing and installing the retrofits. In addition, the HMLD may request any other reasonable documentation or verification of the cost to the Customer of purchasing and installing the equipment.

9. Payment Date

The HMLD expects to make contribution payments within sixty (60) days of completion of satisfactory post-installation verification and verification of installation costs.

10. Arrangements with Contractors

The HMLD will deal with the Customer only. Any dealings between the customer and a contractor will be handled solely by those two parties, the HMLD will not participate in any dealings with contractors.

11. Replacement of Burn-Outs

Customers who install incentivized energy-efficient equipment must keep the retrofit equipment in the HMLD service territory for a period of at least 15 years and must maintain or upgrade these materials with materials of similar or superior energy savings efficiency, at the Customer's expense.

12. No Warranties

The HMLD does not endorse, guarantee, or warrant any particular manufacturer or product. Also, the HMLD does not make any representations of any kind regarding the results to be achieved by the lighting retrofits or the adequacy or safety of such measures.

13. Limited Inspections
The scope of review by the HMLD of the design and installation of the equipment retrofits is limited solely to determining whether program conditions have been met. It does not include any kind of safety review.

14. Changes in the Program

The program and these Terms & Conditions may be changed by the HMLD at any time without notice. Projects already approved under these

15. Follow-up Visits

(a) The HMLD reserves the right to make a reasonable number of follow-up visits to the Customer's facility during the 12 months following initial operation of the lighting retrofits. Such visit(s) will be at a time convenient to the Customer, made with at least one-week advance notice given to the Customer by the HMLD. (b) The purpose of these visit(s) is to provide the HMLD with an opportunity to evaluate the present program. This will have no effect on the contribution paid to the customer. (c) The HMLD is under no obligation to make follow-up visits, to review the operation of the retrofits, or to make any suggestions of any kind to the Customer.

TERMS & CONDITIONS

16. Publicity of Customer Participation

Unless the Customer objects in writing at the time of applying, the HMLD may publicize the fact of the Customer's participation in the program, the results, the amount paid to the Customer, and any other information that reasonably relates to the Customer's participation.

17. Limitation of Liability

Neither the HMLD or the Town of Holden shall be liable to the Customer (including negligence) for any damages caused by any activities associated with the Commercial / Industrial Retrofit Program, nor shall they be liable for consequential or incidental damages under any Theory of Recovery.

18. Customer Must Pay All Taxes

The benefits conferred upon the Customer may be taxable by the federal, state, and local government. The customer is responsible for declaring and paying all such taxes. The HMLD is NOT responsible for the payment of any such taxes.

19. Approved Applications

Valid for One Year Approved applications are in effect for one year from the date that the application is signed by an authorized HMLD supervisor. If the project is not fully completed within the one-year period, the HMLD has no obligation to pay any amount for the retrofit, nor shall the HMLD pay any prorated amount for partially installed equipment.

20. Approval Letter

After an application is approved by the HMLD authorized supervisor, the Customer will receive written notification of the approved contribution amount and the date that the retrofit must be fully installed to qualify for payment. Any work performed prior to the issuance of the HMLD's written authorization will be deemed unauthorized installation and the HMLD will have no obligation to pay for that work performed.

21. Application does not Entitle Customer to Participate

The program described in this application may be altered, suspended, or canceled by the HMLD at any time without prior notice. The Customer is not entitled to any program benefits or review of its application in such a circumstance. Submission of a completed application does not entitle the Customer to program participation. Entitlement to program participation can only occur after the Company has signed a copy of the application and granted approval.

22. Vendor Selection

The HMLD acknowledges that the Customer may select any vendor or contractor to perform the work contemplated by this Application. However, all materials that are to be used need to meet or exceed the minimum requirements of the equivalent Mass Save Commercial and Industrial program offering, and need to carry relevant regulatory approvals (i.e.: UL, DLC, Energy Star, Mass Save Qualified Product List (QPL), AHRI)

23. Modifications

If either the Company or the Customer desires to modify this Agreement, the modification must be in writing and signed by an authorized person of the other party for the modification to be enforceable against the party. This agreement is the entire agreement between the HMLD and the Customer and supersedes all other communications