

Rebates 2012

Commercial Kitchen Equipment Rebates

for Commercial
& Industrial Customers

Save energy with high-efficiency equipment. Rebates are provided to reduce the cost difference between standard efficiency and high-efficiency equipment.

- Fryers • Steamers • Convection Ovens
- Combination Ovens • Conveyer Ovens
- Rack Ovens • Griddles
- Pre-Rinse Spray Valves



GAS PROGRAM ADMINISTRATORS



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



A UIL HOLDINGS COMPANY
Berkshire Gas
Tel: 1-877-883-1759
www.BerkshireGas.com
efficiency@berkshiregas.com



New England Gas Company
Tel: 1-508-324-7811
www.NEGasCo.com
efficiency@sug.com



National Grid
Tel: 1-800-843-3636
www.powerofaction.com/efficiency
efficiency@us.ngrid.com



NSTAR
Tel: 1-781-441-8592
www.nstar.com
efficiency@nstar.com



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

ELECTRIC PROGRAM ADMINISTRATORS



Cape Light Compact
P.O. Box 427 SCH.
Barnstable, MA 02630
Tel: 1-800-797-6699
www.Capelightcompact.org
efficiency@capelightcompact.org



National Grid
40 Sylvan Road
Waltham, MA 02451-1120
Tel: 1-800-787-1706
www.powerofaction.com/efficiency
efficiency@us.ngrid.com



NSTAR
One NSTAR Way, SW 360
Westwood, MA 02090
Tel: 1-781-441-8592
www.nstar.com
efficiency@nstar.com



Unitil
285 John Fitch Highway
Fitchburg, MA 01420
Tel: 1-888-301-7700
www.unitil.com
efficiency@unitil.com



Western Massachusetts
Electric
The Northeast Utilities System

Western Massachusetts Electric Company
P.O. Box 2010
West Springfield, MA 01090-2010
Tel: 1-800-835-2707
www.wmeco.com
efficiency@wmeco.com

Commercial Kitchen Equipment 2012 Rebates

Qualifying Commercial Natural Gas Equipment Models

TYPE OF EQUIPMENT	REBATE	TYPE OF EQUIPMENT	REBATE
High-Efficiency Combination Oven	\$1,000	High-Efficiency Conveyor Oven	\$1,000
High-Efficiency Pre-Rinse Spray Valves	\$25/ea.	High-Efficiency Rack Oven	\$1,000
ENERGY STAR® Fryer	\$1,000	ENERGY STAR® Commercial Convection Oven	\$1,000
ENERGY STAR® Commercial Steamer	\$1,000	ENERGY STAR® Commercial Griddle	\$500

INSTRUCTIONS

Is your project eligible?

Equipment shall be new and shall be installed in a commercial, industrial, institutional, educational, multifamily, or municipal facility within a Program Administrator's (PA's) service territory. Projects that are expected to exceed 5 units and/or \$25,000 in rebates will require pre-approval.

Is the equipment you intend to buy eligible?

Product types listed on this form are eligible for prescriptive rebates. However, additional measures not listed here may be eligible for custom rebates. To view a list of qualifying equipment, please visit this website http://gasnetworks.com/efficiency/comm_food-service.asp

Pre-Approval Requirements (if applicable):

Applicable if projects are expected to exceed 5 units and/or \$25,000 in rebates:

1. Contact your Program Administrator before purchasing and installing the equipment.
2. If the Energy Efficient Measure (EEM) qualifies for a rebate, a "pre-approved rebate letter" will be issued.

How to Get Your Rebate:

1. Purchase and install the qualifying equipment
2. Mail the following items:
 - Completed and Signed Application
 - A copy of the pre-approval rebate letter (if applicable)
 - Manufacturer's technical specification sheets ("cut sheets") for each type of eligible equipment purchased
 - Copy of a dated work order / invoice / receipt that identifies:
 - Equipment or measure installed
 - Contractor
 - Contractor Address
 - Model Number
 - Installation Costs
 - Contractor License Number
 - Manufacturer
3. Mail the signed rebate form with attached receipts to:

Commercial Kitchen Equipment Rebate
Offer#: H043992
P.O. Box 130013
El Paso, TX 88513-0013
4. To check on the status of your rebate application please visit www.smartenergy-zone.com/massave



Program Details:

This rebate program applies to equipment purchased and installed between January 1, 2012 and December 31, 2012. Applications must be postmarked within 60 days from installation date.



Mass Save is a proud sponsor of ENERGY STAR®
Commercial Kitchen Equipment





Offer #: H043992
P.O. Box 130013
El Paso, TX 88513-0013
1-877-883-1759

Commercial Kitchen Rebate Form

CUSTOMER INFORMATION

COMPANY NAME _____ TELEPHONE _____ () _____

INSTALLATION SITE _____ UTILITY REPRESENTATIVE _____

CONTACT PERSON _____ SQ. FT. (COVERED BY THIS APPLICATION) _____

EMAIL ADDRESS _____ TOTAL FACILITY SQ. FT. _____

STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____

PAYEE NAME: _____ Customer Vendor/Installer

CUSTOMER TAX ID # _____ COMPANY TYPE: Incorporated Not Incorporated Exempt

MAILING ADDRESS (IF DIFFERENT) _____ CITY _____ STATE _____ ZIP _____

GAS CO. NAME _____ GAS ACCT. # (OR COPY OF GAS BILL) _____

ELECTRIC CO. NAME _____ ELECTRIC ACCT. # (OR COPY OF ELECTRIC BILL) _____

BUILDING TYPE (SELECT ONE)

<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"/> Small Retail
<input type="checkbox"/> Automobile	<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Large Refrigerated Space	<input type="checkbox"/> Multifamily High Rise	<input type="checkbox"/> K-12 Schools	<input type="checkbox"/> University
<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"/> Warehouse
<input type="checkbox"/> Community College	<input type="checkbox"/> Heavy Industrial	<input type="checkbox"/> Light Industrial	<input type="checkbox"/> Other _____		
<input type="checkbox"/> Dormitory	<input type="checkbox"/> Hospital	<input type="checkbox"/> Motel			

PROJECT TYPE (SELECT ONE)

<input type="checkbox"/> Change in the use or Function of the Building Space	<input type="checkbox"/> Expansion of an Existing Building	<input type="checkbox"/> New Building
<input type="checkbox"/> New Equipment for New Process or Expanded Operation	<input type="checkbox"/> Renovation of Existing Equipment	<input type="checkbox"/> New Controls for Improved Operations

VENDOR INFORMATION

VENDOR/INSTALLER _____ STREET ADDRESS _____

CONTACT PERSON _____ CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____ EMAIL ADDRESS _____

LICENSE TYPE (REQUIRED) _____ LICENSE NUMBER (REQUIRED) _____

CUSTOMER ACKNOWLEDGEMENT

I hereby request a rebate for the equipment listed. Attached are copies of all receipts. I have read and agree to the Terms and Conditions on the reverse of this form. I certify that a licensed contractor has installed the listed equipment (when applicable) in accordance with Program Guidelines and Terms and Conditions. I certify that I have seen the Energy Efficient Measures that have been installed and I am satisfied with their installation.

AUTHORIZED SIGNATURE _____ DATE _____

NAME (PRINT) _____

The Customer must send a complete, signed rebate form along with original dated receipts and any other required information or documentation to the Program Administrator within sixty (60) days from installation date.

Measure Information - Kitchen Equipment

HIGH-EFFICIENCY COMBINATION OVEN			
MANUFACTURER	MODEL NUMBER	SERIAL NO.	SIZE (BTU INPUT)
INSTALLED COST	INSTALLED DATE	QUANTITY INSTALLED*	REBATE AMOUNT

HIGH-EFFICIENCY CONVEYOR OVEN			
MANUFACTURER	MODEL NUMBER	SERIAL NO.	SIZE (BTU INPUT)
INSTALLED COST	INSTALLED DATE	QUANTITY INSTALLED*	REBATE AMOUNT

HIGH-EFFICIENCY PRE-RINSE SPRAY VALVES			
MANUFACTURER	MODEL NUMBER	SERIAL NO.	SIZE (BTU INPUT)
INSTALLED COST	INSTALLED DATE	QUANTITY INSTALLED*	REBATE AMOUNT

HIGH-EFFICIENCY RACK OVEN			
MANUFACTURER	MODEL NUMBER	SERIAL NO.	SIZE (BTU INPUT)
INSTALLED COST	INSTALLED DATE	QUANTITY INSTALLED*	REBATE AMOUNT

ENERGY STAR® FRYER			
MANUFACTURER	MODEL NUMBER	SERIAL NO.	SIZE (BTU INPUT)
INSTALLED COST	INSTALLED DATE	QUANTITY INSTALLED*	REBATE AMOUNT

ENERGY STAR® COMMERCIAL CONVECTION OVEN			
MANUFACTURER	MODEL NUMBER	SERIAL NO.	SIZE (BTU INPUT)
INSTALLED COST	INSTALLED DATE	QUANTITY INSTALLED*	REBATE AMOUNT

ENERGY STAR® COMMERCIAL STEAMER			
MANUFACTURER	MODEL NUMBER	SERIAL NO.	SIZE (BTU INPUT)
INSTALLED COST	INSTALLED DATE	QUANTITY INSTALLED*	REBATE AMOUNT

ENERGY STAR® COMMERCIAL GRIDDLE			
MANUFACTURER	MODEL NUMBER	SERIAL NO.	SIZE (BTU INPUT)
INSTALLED COST	INSTALLED DATE	QUANTITY INSTALLED*	REBATE AMOUNT

* Projects that are expected to exceed 5 units and/or \$25,000 in rebates will require pre-approval.

To check on the status of your rebate application please visit www.smartenergy-zone.com/masssave

ANTICIPATED
TOTAL REBATE: \$

TERMS AND CONDITIONS

1. Definitions

- (a) "Program Administrator" means Berkshire Gas, Columbia Gas of Massachusetts, National Grid Gas (MA), New England Gas, NSTAR Gas, or Unitil, as applicable.
- (b) "Customers" are commercial natural gas customers in Massachusetts on a qualifying rate code.
- (c) "Rebate" means those payment(s) made by the Program Administrator to Customers pursuant to the Program and these Terms and Conditions.
- (d) "Program" means the energy efficiency program offered by the Program Administrator to Customers.
- (e) "EEMs" are those energy efficiency measures described in the Program Materials or other custom measures that may be approved, in writing, by the Program Administrator.
- (f) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEMs, technology requirements, costs and other Program requirements.

2. Customer Eligibility

- (a) You must be an eligible Customer of a Program Administrator to participate and qualify for a Rebate.
- (b) Equipment purchases and installations made between January 1, 2012 and December 31, 2012 are eligible for Rebates.
- (c) Equipment must be installed by a licensed heating or plumbing contractor at the Customer's address listed on the rebate form.
- (d) The Customer must send a complete, signed rebate form along with original dated receipts and any other required information or documentation to the Program Administrator within sixty (60) days from installation date.

3. Installation Verification

The Program Administrator is not obligated to pay any Rebate until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. The Program Administrators or its representatives, reserve the right to perform pre- and post- installation monitoring and inspection of the installed equipment for a three year period following the completion of the installation in order to determine the energy savings. If the Program Administrator determines that any EEMs were not installed in accordance with program requirements, the Program Administrator shall have the right to require modifications before having the obligation to make any Rebate payments. To the extent applicable, the Program Administrator may, at its sole discretion, withhold payment of any Rebate until Program Administrator verifies that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, operator training, and the Program Administrator has received documentation detailing the installation of the EEMs in accordance with these Terms and Conditions and the Program Materials. The Customer shall provide access and information to the Program Administrator and reasonably cooperate in good faith with the Program Administrator regarding such activity. The Customer understands that the scope of the review by the Program Administrator does not include any kind of safety, code, or other compliance review or inspection.

4. No Warranties or Representations

- (a) TO THE FULLEST EXTENT ALLOWED BY LAW, THE PROGRAM ADMINISTRATOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PROGRAM ADMINISTRATOR 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 PROGRAM ADMINISTRATOR AND THE PROGRAM ADMINISTRATOR 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 PROGRAM ADMINISTRATOR'S OTHER DOCUMENTS.
- (b) Neither the Program Administrator 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 Program Administrator 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) Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of its independent expert, not the Program Administrator) for all aspects of the EEMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed and meets Program requirements and applicable laws, regulations and codes.
- (d) Customer agrees and acknowledges that Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (e) The provisions of this Section 4 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

5. Changes to High-Efficiency Equipment Rebate Program

The Customer understands that the Program is subject to change by the Program Administrator, at its sole discretion, without prior notice to the Customer. The Customer further understands that Rebate offers may increase or decrease at any time.

6. Tax Liability

Participants in the Program may be subject to tax liability for the value of goods and services received through the Program pursuant to state or federal income tax codes. The Program Administrator and the rebate administrator are not responsible for any tax liability which may be imposed as a result of receipt of the Rebates provided by the Program Administrator to the Customer.

7. Indemnification

The Customer shall indemnify, defend and hold harmless Program Administrator, its affiliates and their respective contractors, officers, directors, 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 ("Damages"), arising directly or indirectly out of or in connection with the installation or related services and material or caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any contractor, subcontractor, agent, third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The provisions of this Section 7 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

8. Limitation of Liability

To the fullest extent allowed by law, the Program Administrator's liability shall be limited to paying approved Rebates in accordance with these Terms and Conditions and the Program Materials. The Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall have absolutely no liability to the Customer or any other party for any other obligation. In no event, whether as a result of breach of contract, tort (including negligence and strict liability), or any other theory of recovery shall the Program Administrator be liable in connection with this Agreement or the Program for any or all special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) the Program Administrator was advised or aware that such damages might be incurred. The provisions of this Section 8 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

9. Release

To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of a Rebate(s)), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program and associated work or items, or these Terms and Conditions. The provisions of this Section 9 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

10. Rebate Amounts

The Program Administrator shall provide Rebate(s) for approved equipment up to the rebate amount indicated in the Customer's application. Projects greater than five (5) or more units and/or \$25,000 in Rebates require pre-approval from the Program Administrator for rebate funds to be reserved.

11. Monitoring and Inspection

The Program Administrators or its representatives, reserve the right to perform pre- and post- installation monitoring and inspection of the installed equipment for a three year period following the completion of the installation in order to determine the energy savings. The Customer shall provide access and information to the Program Administrator and cooperate with the Program Administrator regarding such activity. The scope of the review by the Program Administrator does not include any kind of safety, code, or other compliance review or inspection. The provisions of this Section 11 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

12. 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.
- (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 Program Administrator.
- (f) The provisions of Sections 4, 6, 7, 8, 9 and 11 and any other provision that specifies by its terms that it survives termination, shall survive the termination or expiration of the Customer's participation in the Program.
- (g) Counterpart Execution; Scanned Copy. Any and all agreements and documents requiring signature related to the Program may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.