## COMMERCIAL & INDUSTRIAL NATURAL GAS EQUIPMENT REBATES FOR LIBERTY UTILITIES ONLY









## 2017 NEW HAMPSHIRE NATURAL GAS COMMERCIAL REBATES

#### **APPLICATION INSTRUCTIONS**

- 1. Purchase and install the qualifying equipment. Must be installed between 1/1/2017 and 12/31/2017.
- 2. Return the completed application along with 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 / paid in full invoice / receipt within 60 days from installation date that identifies:
    - Equipment or Measure Installed
- Manufacturer
- Model & Serial Number

Contractor

- Contractor Address
- Equipment & Installation Costs

All are required to process application.

3. Mail the signed rebate form with attached receipt to:

NHSave Rebates - GasNetworks 40 Washington Street Suite 2000 Westborough, MA 01581

**Program Details:** This rebate program applies to equipment purchased and installed between January 1, 2017 and December 31, 2017. Applications must be postmarked within 60 days from installation date. Please allow 6-8 weeks processing time.

Reminder: Retain a copy of the completed rebate form for your records.

### **2017 High-Efficiency Natural Gas Equipment Rebates**

	HI	EATING E	QUIPMENT		
CONDENSING BOILERS	RATING	REBATE	WATER HEATING EQUIPMENT	RATING	REBATE
1701 to 2000 MBH	90% Thermal Efficiency or greater	\$10,000	On-Demand Tankless	Energy Factor of .94 or greater	\$800
1000 to 1700 MBH	90% Thermal Efficiency or greater	\$7,500	INFRARED HEATERS	RATING	REBATE
500 to 999 MBH	90% Thermal Efficiency or greater	\$4,000	All Sizes	Low Intensity	\$750
301 to 499 MBH	90% Thermal Efficiency or greater	\$2,000	INTERGRATED CONDENSING	RATING	REBATE
Up to 300 MBH	95% AFUE* or greater	\$1,500	BOILER/WATER HEATER WITH ON-DEMAND HOT WATER	l	
Up to 300 MBH	90% AFUE* or greater	\$1,000	ON DEMINIOUS WATER	Minimum AFUE Rating of 95%	\$1,500
				Minimum AFUE Rating of 90%	\$1,000
FURNACE	RATING	REBATE	Must be considered one unit by manuf	acturer.	
Up to 150 MBH	97% AFUE* or greater & ECM motor	\$450	CONDENSING UNIT HEATER	RATING	REBATE
Up to 150 MBH	95% AFUE* or greater & ECM motor	\$300	Up to 300 MBH	90% Thermal Efficiency or greater	\$500
	OTHER	R MEASU	RE EQUIPMENT		
AFTER MARKET BOILER RE	SET CONTROLS	\$225	STEAM TRAPS		\$ 50
PROGRAMMABLE THERMO	STATS u	p to \$ 25	SIEAM IRAPS		<b>\$ 50</b>

<sup>\*</sup> AFUE = Annual Fuel Utilization Efficiency, MBH levels are based on the unit's input. Equipment must meet program quidelines, rebates are given on a per-unit basis not to exceed purchase price.







# 2017 NEW HAMPSHIRE NATURAL GAS COMMERCIAL APPLICATION



**ACCOUNT HOLDER INFORMATION (Account Number must match Installation Address)** 

LIBERTY UTILITIES (N	IH Only) #			Form	must be completed in its entirety.
UTILITY REPRESENTATIVE	NAME				
ACCOUNT HOLDER'S/COM	MPANY NAME				
ACCOUNT HOLDER'S TAX	ID#	COMPA	ANYTYPE: INCORPORAT	TED NOT INCO	RPORATED   EXEMPT
INSTALLED STREET ADDR	ESS		CITY	STATE	ZIP
CONTACT PERSON		EMAIL		TELEPHONE	
BUILDING TYPE (SELECT O  Assembly  Automobile  Big Box Community College Dormitory	Automobile □ Full Service Restaurant □ Full Service Restaurant □ Full Service Restaurant □ Grocery □ Grocery □ Heavy Industrial □ Heavy Industrial □ Grocery □ Grocery □ Grocery □ Heavy Industrial □ Grocery □ Groc		<ul> <li>□ Multi Story Retail</li> <li>□ Multifamily High Rise</li> <li>□ Multifamily Low Rise</li> <li>□ Other</li> </ul>	☐ Religious ☐ K-12 Schools ☐ Small Office	☐ Small Retail☐ University☐ Warehouse
PROJECT TYPE (SELECT ON Building Space  New Equipment for New Pror Expanded Operation  Fuel Conversionn	tion of the		Expansion of an Existing Build  New Controls for Improved Op	-	Replacement of Equipment nent of Failed Equipment
ELECTRIC UTIL	ITY INFORMATIO	N (Required for ECM F	urnace Rebate Only)		
LIBERTY UTILITIES (N NH ELECTRIC CO-OP PSNH #	#			☐ Munio	cipal Electric Company
PAYEE INFORM	IATION		Choose One: Accoun	t Holder Lender	Vendor/Installer Landlord
ADDRESS			CITY	STATE	ZIP
CONTRACTOR	INFORMATION				
	equired to be on the installation in			TELEPHONE	
					ZIP
ACCEPTANCE ( I hereby request a rebate for the installed the listed equipment (with their installation.	OF TERMS equipment listed. Attached are copies when applicable) in accordance with P	of all receipts or invoices. I have read rogram Guidelines and Terms and Cou	l and agree to the Terms and Condition Inditions. I certify that I have seen the E	s on the reverse of this form. I nergy Efficient Measures that I	

### **NATURAL GAS COMMERCIAL APPLICATION**

THE SAME INFORMATION MUST ALSO BE INCLUDED ON YOUR INVOICE.

		MEA	SURE INFORMA	ATION - HEATIN	G EQUIPMI	ENT			
Type of Equipment	Date In	stalled	Manufacturer	Model Number	Rating (THERMAL EFFICIENCY, AFUE OR ENERGY FACTOR)	MBH Input Size	Installed Cost	*Qty Installed	*Rebate Amount
Condensing Boiler 1701 to 2000 MBH 90% Thermal Efficiency or greater \$10,000	1	1							
Condensing Boiler 1000 to 1700 MBH 90% Thermal Efficiency or greater \$7,500	1	1							
Condensing Boiler 500 to 999 MBH 90% Thermal Efficiency or greater \$4,000	1	1							
Condensing Boiler 301 to 499 MBH 90% Thermal Efficiency or greater \$2,000	1	1							
Condensing Boiler up to 300 MBH 95% AFUE* or greater \$1,500	1	1							
Condensing Boiler up to 300 MBH 90% AFUE* or greater \$1,000	1	1							
ECM Furnace up to 150 MBH 97% AFUE* or greater & ECM Motor \$450	1	1							
ECM Furnace up to 150 MBH 95% AFUE* or greater & ECM Motor \$300	1	1							
Condensing Unit Heater \$750	1	1							
On-Demand Tankless Water Heater Energy Factor of .94 or greater \$800	1	1							
Infrared Heater \$750	/	/							
Integrated Condensing Boiler/Water Heater with On-Demand Hot Water Minimum AFUE Rating of 95% \$1,500	/	1							
Integrated Condensing Boiler/Water Heater with On-Demand Hot Water Minimum AFUE Rating of 90% \$1,000	1	1							

<sup>\*</sup> PROJECTS THAT ARE EXPECTED TO EXCEED 10 OF THE SAME UNITS AND / OR \$25,000 IN REBATES WILL REQUIRE PRE-APPROVAL FROM YOUR GAS COMPANY.

MEASURE INFORMATION - OTHER EQUIPMENT										
Type of Equipment	Date Installed	Manufacturer	Model Number	Size of Unit Controlled (BTU)	Installed Cost	*Qty Installed	Rebate Amount			
After Market Boiler Reset Controls \$225	1 1									
Steam Traps \$50	1 1									

<sup>\*</sup> PROJECTS THAT ARE EXPECTED TO EXCEED 50 STEAM TRAPS WILL REQUIRE PRE-APPROVAL FROM YOUR GAS COMPANY.

MEASURE INFORMATION -THERMOSTAT REBATES									
Type of Equipment	Installed Date	Manufacturer	Model Number	Does the Thermostat Control Air Conditioning?	Purchase/ Installed Cost	Qty Installed	Rebate Amount		
Programmable Thermostat up to \$25	1 1			□ Yes □ No					



ANTICIPATED TOTAL REBATE:

#### **TERMS AND CONDITIONS**

#### 1. Definitions

- (a) "Program Administrator" means Liberty Utilities as applicable.
- (b) "Customers" are commercial natural gas customers in New Hampshire 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 Natural Gas Customer of a Program Administrator to participate and qualify for a Rebate.
- (b) Equipment purchases and installations made between January 1, 2017 and December 31, 2017 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. Maximum rebate amount cannot exceed purchase price.

#### 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.

#### **TERMS AND CONDITIONS - continued**

#### 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 ten (10) or more of the same units and/or \$25,000 in Rebates require pre-approval from the Program Administrator for rebate funds to be reserved. The Company will not provide incentives that are more than 50% of the cost of equipment and installation, and will limit the incentive amounts per project at the discretion of the Program Administrator.

#### 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 State of New Hampshire.
- (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.

#### 13. Rebate Payment

Pending approval, we will process and mail the rebate within **6-8 weeks** of receipt of the properly completed and signed application.

#### 14. Payments Assignable to a Third Party

- (a) The Customer may request that the incentive be paid directly to a third party by so indicating in the Program Application. Notification of third party payment will be sent to the Customer ("Account Holder") upon submission of the Program Application for the purpose of customer confirmation.
- (b) If no payment choice is made, the Company will send the incentive payment directly to the Customer ("Account Holder") at the address indicated in the Program Application.





