



Commercial Pre-Weatherization Rebate

Knob & Tube, Asbestos, or Vermiculite Mitigation

This offer is to assist **commercial and industrial properties** with the cost of knob and tube re-wiring, asbestos and/or vermiculite abatement where it prevents the installation of insulation or air sealing work.

ENERGY SPECIALIST OR WEATHERIZATION CONTACTOR TO COMPLETE – BARRIERS IDENTIFIED:

A weatherization work scope has been developed, but knob and tube re-wiring, asbestos, and/or vermiculite has been observed in the following work area(s) and will need to be removed before the work can be completed (check all that apply):

Knob & Tube Wiring: Attic Exterior Walls Basement Ceiling Crawlspace Other: _____

Asbestos/Vermiculite: Attic Knee Wall Space Other: _____

ACCOUNT HOLDER INFORMATION:

Commercial Electric Sponsor: Cape Light Compact Eversource National Grid Unitil

Commercial Gas Sponsor: Berkshire Gas Eversource Liberty National Grid Unitil

Electric Account Number:	Natural Gas Account Number:		
Company Name:	Contact Name:		
Installation Address:	City:	State:	Zip:
Email Address:	Phone Number:		
Account Holder: Owner Renter	Heating Source: Oil Propane Natural Gas Electric Resistance Heat Pump		

Account Holder: _____ **Date:** _____

My signature confirms that I am the commercial account holder occupying this address and that I have read and agree to the Terms and Conditions outlined on this form.

PAYEE INFORMATION – PAYEE MUST SUBMIT A W-9 FORM (TAX ID# REQUIRED IF RECEIVING A REBATE)

Check Payable To:	Phone Number:		
Mailing Address:	City:	State:	Zip:
Payee Tax ID #:	Payee Company Type: Incorporated Not Incorporated Exempt		

Account Holder: _____ **Date:** _____

My signature confirms that I have read and agree to the Terms and Conditions outlined on this form.

PRE-WEATHERIZATION BARRIER MITIGATION REBATES:

For Commercial Buildings <8,000 sf	Total Rebate Cap of \$16,000	Total Measure Cap
Asbestos/Vermiculite Mitigation	\$1 per square foot	\$4,000
Knob and Tube – Verification	-	\$2,000
Knob and Tube – Rewiring	\$3 per square foot	50% of rewiring cost
For Commercial Buildings >8,000 sf	Total Rebate Cap of \$30,000	Total Measure Cap
Asbestos/Vermiculite Mitigation	\$1 per square foot	\$10,000
Knob and Tube – Verification	-	\$4,000
Knob and Tube – Rewiring	\$3 per square foot	50% of rewiring cost

PRE-WEATHERIZATION BARRIER MITIGATION INCENTIVE CALCULATION:

Building Square Footage (fill in)	Measure	Square Footage of Measure (fill in)	Installed Cost of Measure (fill in)	CALCULATED REBATE
	Asbestos/Vermiculite Mitigation			
	Knob and Tube – Verification	(n/a)		
	Knob and Tube – Rewiring			

WE ARE MASS SAVE*: **Total Rebate:**



PROJECT ELIGIBILITY:

- Offers valid only for commercial & industrial customers in Massachusetts where Berkshire Gas, Cape Light Compact, Eversource, Liberty, National Grid or Unitil are the electric or gas Sponsor.
- To receive a rebate for an abatement, project must have a signed weatherization proposal in place for work that will be receiving a rebate from a Sponsor of Mass Save. Abatement work must be completed prior to completion of weatherization work. **If customer does not install weatherization measures as indicated on the signed weatherization proposal within twelve (12) months of receiving the abatement rebate; the customer will be liable to repay the abatement incentive to the Mass Save Sponsor.**

FOLLOW THE STEPS BELOW TO COMPLETE THE REBATE PROCESS:

Before Abatement is Completed:

1. Submit this rebate form (without the contractor signature) along with the "Before Abatement Documentation" required (see below) to your Mass Save Sponsor (contact information included below). If you heat using natural gas, submit this form and documentation to your gas Sponsor.
 - a. Retain a copy of the form to complete and submit after abatement has been completed.
2. If your application is approved for the abatement rebate, you will receive an email detailing the amount you will receive and can move forward with the abatement.

After Abatement is Completed:

1. Complete the knob and tube re-wiring, asbestos or vermiculite abatement work before the insulation and air sealing work.
2. Once the abatement has been completed, submit the "Abatement Completion Confirmation" section of the application with the contractor's signature(s) along with the "After Abatement Documentation" required to the Sponsor(s) who provided the abatement rebate approval. Payment will be made to the Payee listed on the application within 30 days of receipt of completed application and associated "After Abatement Documentation."
3. Complete the agreed-upon insulation and air sealing weatherization work incentivized by the Mass Save Sponsors within 12 months.

BEFORE AND AFTER ABATEMENT DOCUMENTATION:

Before Abatement Documentation:

- Completed and Signed Rebate Form (without contractor signatures)
- Signed proposal from a licensed electrician or certified asbestos/vermiculite abatement contractor with the following:
 - Business name and address, contractor's full name and license number, contractor's signature, itemized description of work scope, itemized and total abatement costs, start date and estimated completion date for abatement work
- "Before" photographic documentation of all spaces receiving remediation
- Signed proposal from weatherization contractor with the following:
 - Anticipated installation date, installation address, contractor's name, itemized description of work scope, itemized and total installation costs
- Copy of signed W-9 for Payee

After Abatement Documentation:

- Have abatement contractor complete the appropriate section on rebate form
- Paid copy of invoice that shows date of abatement completed
- "After" photos documenting that abatement work has been completed

Mass Save Sponsors

Berkshire Gas
800-944-3212
www.berkshireregas.com
efficiency@berkshireregas.com

Cape Light Compact
800-797-6699
www.capelightcompact.org
efficiency@capelightcompact.org

Eversource
844-887-1400
www.eversource.com
weatherization@eversource.com

Liberty
508-324-7811
www.libertyutilities.com
efficiency@libertyutilities.com

National Grid
800-787-1706
www.nationalgridus.com
efficiency@nationalgrid.com

Unitil
888-301-7700
www.unitil.com
efficiency@unitil.com

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Abatement Completion Confirmation

KNOB AND TUBE RE-WIRING CONTRACTOR TO COMPLETE AFTER ABATEMENT:

Company Name:	Electrician's License Number:		
Contact Person:	Phone Number:	Email Address:	
Mailing Address:	City:	State:	Zip:

I have performed my inspection and determined there is no active knob and tube wiring in the areas selected below.

Knob & Tube Wiring: Attic Exterior Walls Basement Ceiling Crawlspace Other: _____

Contractor Signature: _____ **Date:** _____

My signature confirms that I have performed my inspection of the electrical systems in the areas above and have remediated knob and tube wiring as indicated. My signature also confirms that I have read and agree to the Terms and Conditions outlined on this form.

ASBESTOS/VERMICULITE CONTRACTOR TO COMPLETE AFTER ABATEMENT:

Company Name:			
Contact Person:	Phone Number:	Email Address:	
Mailing Address:	City:	State:	Zip:

I have performed my inspection and determined there is no remaining asbestos or vermiculite in the areas selected below.

Asbestos/Vermiculite: Attic Knee Wall Space Other: _____

Contractor Signature: _____ **Date:** _____

My signature confirms that I have performed my inspection and have remediated the asbestos/vermiculite in the areas identified above. My signature also confirms that I have read and agree to the Terms and Conditions outlined on this form.

Terms and Conditions

1. Incentives – Subject to these Terms and Conditions, the Sponsor will pay incentives to Customer for the installation of EEMs.

2. Definitions

- (a) "Approval Letter" means the letter issued by Sponsor stating Sponsor's approval of Customer's application, the maximum approved Incentives, required date of EEM completion, any changes to Customer's application and any other requirements of the Sponsor related to the Incentives. The Approval Letter may also be referred to as, inter alia, an Offer Letter or Pre-Approval Letter.
- (b) "Customer" means the commercial and industrial ("C&I") customer maintaining an active account for service with either a gas or electric distribution company.
- (c) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the Sponsor.
- (d) "Facility" means the Customer location in Massachusetts served by the Sponsor where EEMs are to be installed.
- (e) "Incentives" means those payments made by the Sponsor to Customer pursuant to the Program and these Terms and Conditions. Incentives may also be referred to as "Rebates".
- (f) "Mass Save Sponsor" or "Sponsor" means The Berkshire Gas Company, or Cape Light Compact JPE, or Eversource Energy, or Liberty Utilities, or National Grid, or Unitil, as applicable. Mass Save Sponsor may also be referred to as "Program Administrator" or "PA".
- (g) "Minimum Requirements Document" means the document setting forth the minimum requirements that may be required by the Sponsor, which, if so required, will be submitted with Customer's application and approved by Sponsor.
- (h) "Program" means any of the energy efficiency programs offered to a C&I Customer by Sponsor.
- (i) "PA" or "Program Administrator" means The Berkshire Gas Company, or Cape Light Compact JPE, or Eversource Energy, or Liberty Utilities, or National Grid, or Unitil, as applicable.
- (j) "Program Materials" means the documents and information provided or made available by the Sponsor specifying the qualifying EEMs, technology requirements, costs and other Program requirements.

3. Application Process and Requirement for Sponsor Approval

- (a) The Customer shall submit a completed application to the Sponsor or rebate processor, as required. The Customer may be required to provide the Sponsor with additional information upon request by the Sponsor. For example, Customer will, upon request by the Sponsor, provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. To the extent required by the Sponsor or by applicable law, regulation or code, this analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located.
- (b) To be eligible for gas funded EEMs, Customer must have an active natural gas account. To be eligible for electric funded EEMs, a Customer must have an active electric account. Customers must meet any additional eligibility requirements set forth in the Program Materials.

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- (c) The Sponsor reserves the right to reject or modify Customer's application. The Sponsor may also require the Customer to execute additional agreements, or provide other documentation prior to Sponsor approval. If Sponsor approves Customer's application, Sponsor will provide Customer with the Approval Letter.
- (d) The Sponsor reserves the right to approve or disapprove of any application or proposed EEMs.
- (e) Sections 3(a)-(c) do not apply in the event that the Program Materials explicitly state that no Approval Letter is required for the Program. In such an event, Customer must submit to Sponsor the following: (i) completed and signed Program rebate form, (ii) original date receipts for purchase and installation of EEMs, and (iii) any other required information or documentation within such time as Program Materials indicate.

4. Pre- and Post-Installation Verification; Monitoring and Inspection

- (a) Customer shall cooperate and provide access to Facility and EEM for PA's pre-installation and post-installation verifications, where applicable. Such verifications must be completed to Sponsor's satisfaction.
- (b) Customer agrees that Sponsor may perform monitoring and inspection of the EEMs for a three-year period following completion of the installation to determine the actual demand reduction and energy savings.

5. Installation Schedule Requirements

Where applicable, if the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Approval Letter or application or twelve (12) months from the date the Sponsor issues written pre-approval of the EEM project, the Sponsor may terminate any obligation to make Incentive payments.

6. Incentive Amounts, Requirements for Incentives and Incentive Payment Conditions

- (a) The Sponsor reserves the right to adjust and/or negotiate the Incentive amount. Sponsor will pay no more than the cost to Customer of purchasing and installing the EEM, the calculated incremental cost, the prescriptive rebate on the form, or the amount in the Approval Letter (unless such Approval Letter is not required), whichever is less.
- (b) Sponsor shall not be obligated to pay the Incentive amount until all the following conditions are met: (1) Sponsor approves Customer's application and provides the Approval Letter (unless an Approval Letter is not required by the terms of the Rebate), (2) satisfactory completion of pre-installation and post-installation verifications by Sponsor, where applicable, (3) purchase and installation of EEMs in accordance with Approval Letter, Program Materials, Minimum Requirements Document (where applicable), Customer's application, these Terms and Conditions, and any other required documents, (4) where applicable, all applicable permits, licenses and inspections have been obtained by Customer, (5) Sponsor's receipt of final drawings, operation and maintenance manuals, operator training, permit documents, and other reasonable documentation, where applicable, and (6) Sponsor's receipt of all invoices for the purchase and installation of the EEMs.
- (c) All EEM invoices will include, at the minimum, the model, quantity, labor, materials, and cost of each EEM and/or service, and will identify any applicable discounts or other incentives.
- (d) Sponsor reserves the right, in its sole discretion, to modify, withhold or eliminate the Incentive if the conditions set forth in Section 6(b) are not met.
- (e) Upon Sponsor's written request, Customer will be required to refund any Incentives paid in the event that Customer does not comply with these Terms and Conditions and Program requirements.
- (f) Sponsor shall use commercially reasonable efforts to pay the Incentive amount within forty-five (45) days after the date all conditions in Section 6(b) are met.

7. Contractor Shared Savings Arrangements

If EEMs are being installed by a contractor under a shared savings arrangement, in which the contractor's compensation is based on the savings achieved, the Sponsor maintains the right to determine the cost of purchasing and installing the EEMs.

8. Maintenance of EEMs

Customer shall properly operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms thereof for the life of the equipment.

9. Program/Terms and Conditions Changes

Program terms and materials (including these Terms & Conditions) may be changed by the Sponsor at any time without notice. The Sponsor reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the Approval Letter.

10. Publicity of Customer Participation

The Customer grants to the Sponsor the absolute and irrevocable right to use and disclose for promotional and regulatory purposes (a) any information relating to the Customer's participation in the Program, including, without limitation, Customer's name, project energy savings, EEMs installed, and incentive amounts, and (b) any photographs taken of Customer, EEMs, or Facility in connection with the Program, in any medium now here or hereafter known.

11. Indemnification and Limitation of the Sponsor's Liability

To the fullest extent allowed by law, and except as the Commonwealth of Massachusetts and its agencies are precluded by Article 84 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, and the Commonwealth of Massachusetts' cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Customer shall indemnify, defend and hold harmless Sponsor, its affiliates and their respective contractors, officers, directors, members, 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, caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, or any contractor, subcontractor, agent, or third party hired by or directly or indirectly under the control of the Customer, including any party directly or indirectly employed by or under the control of any such contractor, subcontractor,

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agent, or third party or any other party for whose acts any of them may be liable.

To the fullest extent allowed by law, the Sponsor's aggregate liability, regardless of the number or size of the claims, shall be limited to paying approved incentives in accordance with these Terms and Conditions and the Program Materials, and the Sponsor and its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives shall not be liable to the Customer or any third party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Sponsor and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

12. No Warranties or Representations by the Sponsor

- a) THE SPONSOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE SPONSOR 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 SPONSOR AND THE SPONSOR 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 SPONSOR'S OTHER DOCUMENTS.
- b) Review of the design and installation of EEMs by Sponsor is limited solely to determine whether Program requirements have been met and shall not constitute an assumption by Sponsor of liability with respect to the EEMs. Neither the Sponsor 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 Sponsor 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) Sponsor is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- d) No activity by the Sponsor includes any kind of safety, code or other compliance review.

13. Customer Responsibilities

Customer is responsible for all aspects of the EEMs and related work including without limitation, (a) selecting and purchasing the EEMs, (b) selecting and contracting with the contractor(s), (c) ensuring contractor(s) are properly qualified, licensed and insured, (d) ensuring EEMs and installation of EEMs meet industry standards, Program requirements and applicable laws, regulations and codes, and (e) obtaining required permits and inspections. Sponsor reserves the right to (a) deny a vendor or contractor providing equipment or services, and (b) exclude certain equipment from the Program.

14. Removal of Equipment

The Customer shall properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. Customer will not re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the Sponsor, and assumes all risk and liability associated with the reuse and disposal thereof.

15. Energy Benefits

As applicable, other than the (i) the energy cost savings realized by Customer, (ii) energy or ancillary service market revenue achieved through market sensitive dispatch, (iii) alternative energy credits, and (iv) renewable energy credits, the Sponsor has the unilateral rights to apply for any credits or payments resulting from the Program or EEMs. Such credits and payments include but are not limited to: (a) ISO-NE capacity, (b) forward capacity credits, (c) other electric or natural gas capacity and avoided cost payments or credits, (d) demand response Program payments. Except for the credits and payments set forth in (i)-(iv) of this Section, Customer agrees not to, directly or indirectly, file payments or credits associated with the Program or EEMs, and further will not consent to any other third party's right to such payments or credits without prior written consent from the Sponsor. Sponsor's rights under this Section are irrevocable for the life of the EEMs unless the Sponsor provides prior written consent.

16. Customer Must Declare and Pay All Taxes

The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. The Sponsor is not responsible for the payment of any such taxes.

17. Counterpart Execution; Scanned Copy

Any and all Program related agreements and documents may be executed in several counterparts. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original.

18. 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. Any claim or action arising under or related to the Program or arising between the parties shall be brought and heard only in a court of competent jurisdiction located in 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 Sponsor.
- f) Sections 4(b), 10, 11, 12, 14, 15 & 18 shall survive the termination or expiration of the Customer's participation in the Program.

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