

## PGW EnergySense Residential Construction Grant Program

### PARTICIPATING HOMEBUILDER ACKNOWLEDGEMENT

#### Introduction

The participating homebuilder signing below (the “Participating Homebuilder”) acknowledges and agrees to the terms and conditions outlined below to enable them to gain benefits through the PGW EnergySense Residential Construction Grants Program (“the Program”) by conducting work related to the design and construction of energy efficient new homes.

#### Program Background

The program is one in a portfolio of energy efficiency programs of Philadelphia Gas Works (the “Utility” or “PGW”). The Utility has retained Performance Systems Development (“PSD”) to implement the Program.

#### Participation requirements and benefits

To receive a \$1,600 PGW Residential Construction Grant rebate check, Participating Homebuilder must complete the following steps:

1. Carry and Maintain in effect insurance of the types and in the amounts that a prudent vendor in the industry would carry, including general liability insurance coverage of at least \$1,000,000. If requested by PSD, furnish a certificate of insurance evidencing commercial general liability, automobile liability, and workers’ compensation and employer liability policies.
2. Build an eligible single-family home that will use natural gas provided by PGW for both space heating and water heating.
3. Achieve 15% savings, at minimum, beyond energy code requirements ([2015 International Energy Conservation Code](#)).
4. Obtain a Home Energy Rating from a certified Home Energy Rating System (“HERS”) rater and submit the [HERS Rating](#) to the Program within 90 days of completed HERS Rating (or, if sooner, August 31, 2027). HERS Ratings and other project information must be submitted by uploading required documentation to a password-protected online portal that is operated and maintained by PSD. Participating Homebuilders should [contact](#) PSD to speak with a Program representative and set up an account on the Program portal.
5. Make homes available for quality assurance inspections for up to 10% of all submissions.

Participating Homebuilder will receive a \$1,600 rebate check for each approved submission within 60 days of the submission of all required documentation.

#### Eligible projects are defined as:

- (1) New single-family construction projects where a licensed professional architect or engineer is preparing and certifying building plans.
- (2) Gut rehabilitation projects in single-family homes where at least two building systems are being replaced or redesigned, and where the renovations trigger Energy Code compliance.

A single-family house is one that may be fully detached, semi-detached, a row house, or a townhome. For a dwelling that is attached to other homes to be considered a single-family house, it must:

- be separated from adjacent housing units or commercial spaces by a ground-to-roof wall;
- have no housing units, commercial spaces, or common spaces above or below;
- be directly accessible from the outdoors without using a space shared by another housing unit or commercial space; and
- be supplied with space and water heating by its own individual mechanical systems.

## **Terms & Conditions**

Participating Homebuilder understands that PGW reserves the right to audit any submitted HERS ratings and, if requested, Participating Homebuilder will allow Utility representatives reasonable access to verify the accuracy of the submitted ratings by performing diagnostic testing at the addresses listed in the submissions.

Participating Homebuilder understands and agree that it is responsible for (i) meeting Program requirements; and (ii) complying with federal, Commonwealth, county and City of Philadelphia laws, regulations, codes, ordinances and requirements; and (iii) property owner/condo/homeowner association's requirements, restrictions, codes, ordinances, rules and regulations concerning the new construction or gut rehabilitation process.

All work must comply with all federal, Commonwealth of Pennsylvania, and City of Philadelphia laws, codes, regulations and requirements, including but not limited to those concerning safety, building, installation and the environment, and that all necessary permits shall have been obtained in advance. All products and equipment must be installed in accordance with manufacturer's instructions and carry the manufacturer's warranty.

Participating Homebuilder's right to receive a Residential Construction Grant rebate will not be earned unless it meets the requirements identified above. Participating Homebuilder's failure to satisfy each of these requirements is a rejection of this rebate offer. This rebate cannot be combined with any other PGW rebate, unless approved in writing by PGW. Rebates are only available for premises served by PGW Firm natural gas rates. Failure to provide reasonable access to a PGW representative to verify the accuracy of any submitted ratings may lead to repeal and rescinding of the rebate award and related legal action. If evidence of fraud or misrepresentation is discovered, PGW will repeal and rescind the rebate award and may take any related legal actions it deems necessary.

PGW is not responsible for lost, late, damaged, illegible, misdirected or postage-due applications. Participating Homebuilder's right to any rebate cannot be assigned or transferred. All submitted materials become property of PGW and will not be returned. Rebate paid by check in US Dollars. Participating Homebuilder must cash the rebate check within 90 days of the issuance date on the check. Rebates are awarded on a first-come, first-served basis and are subject to available funds. PGW reserves the right to change and/or end any portion of the Program without notice.

Falsification of any information submitted in connection with the Program will lead to immediate termination of Participating Homebuilder from the Program, require the return of any amounts paid, and may result in referral for prosecution.

Any rebate provided may be considered taxable income by the Internal Revenue Service or other governmental authorities. Participating Homebuilder shall be solely responsible for any such taxes or other governmental assessments.

Participating Homebuilder agrees that PGW may publicly use information about, and photographs of, any single-family home that PGW issues a rebate for as part of the Program, or such homes' individual building components. Participating Homebuilder also agrees that PGW may discuss and display copies of the photographs of such single-family homes or their individual components to other homebuilders or customers who are considering participating in one of PGW efficiency programs, or other persons.

Participating Homebuilder agrees to cooperate with PGW in any proceedings before the Pennsylvania Public Utility Commission or other authorities concerning the Program.

### **Indemnity**

Participating Homebuilder shall indemnify, defend (with counsel acceptable to Utility) and hold harmless PSD, Utility, Philadelphia Facilities Management Corporation ("PFMC"), the City of Philadelphia and each of their respective directors, officers, boards, commissions, commissioners, employees, contractors, agents, and/or invitees from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and reasonable counsel fees), claims, suits, actions, damages, liens, liability and expenses occasioned wholly or in part by Participating Homebuilder's participation in the Program or Participating Homebuilder's act or omission or negligence or fault or the act or omission or negligence or fault of Participating Homebuilder's agents, contractors, subcontractors, suppliers, officers, employees or servants in connection with the Program or any constructed home, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, including the property of any of them and including but not limited to hazardous substances, contamination or adverse effects on the environment, intentional acts, failure to pay subcontractors and suppliers, any breach of Program requirements, and any infringement or violation of any proprietary right, regardless of the negligence of PSD, Utility, PFMC, and/or the City of Philadelphia. This obligation to indemnify, defend and hold harmless PSD, Utility, PFMC, the City of Philadelphia and each of their respective employees, officers, directors, commissions, commissioners, agents, contractors, employees and/or invitees, shall survive the termination of Participating Homebuilder from the Program. In any and all claims, suits and actions against PSD, Utility, PFMC and the City of Philadelphia, and their respective directors, officers, boards, commissions, commissioners, employees, contractors, agents, and/or invitees, by any employee of Participating Homebuilder, any subcontractor, or anyone for whose acts Participating Homebuilder and its subcontractor is liable, the indemnification obligation set forth herein shall not be limited in any way by any limitation on the amount or type of third party damages, compensation or benefits payable by or for Participating Homebuilder or any subcontractor under workers' compensation acts, disability acts, or other employees' benefit acts. Participating Homebuilder's indemnification expressly includes any claims for personal injuries or death made by or on behalf of Participating Homebuilder's employees against PSD, Utility, PFMC, the City of Philadelphia and each of their respective directors, officers, boards, commissions, commissioners, employees, contractors, agents, and/or invitees. Without limiting the generality of the foregoing, the above indemnification provisions extend to Environmental Impact Claims. "Environmental Impact Claim" is defined as any claim, suit, judgment, cost, loss or expense (including attorney's fees) which arises out of, is related to, or is based on the actual or threatened dispersal, discharge, escape, release or saturation

of chemicals, liquids, gasses or any other material, irritant, contaminant or pollutant into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or water course, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

### **Miscellaneous**

In no event shall PSD or Utility be liable for the failure of Participating Homebuilder to achieve a specified amount of energy savings, or for any special, indirect, incidental or consequential damages of any kind arising under or in connection with the program or any constructed home. In no event shall PSD's or Utility's aggregate liability hereunder or in connection with the Program exceed the lesser of the amount of the incentive for which Participating Homebuilder is eligible, or \$10,000. It is understood and agreed that any payments required to be made by Utility shall be made solely from the revenues of the Philadelphia Gas Works.

Program requirements, eligible equipment, and incentives are subject to change at any time.

EnergySense incentives across all projects are capped at \$150,000 per customer per year.

By signing below, I certify that I have read and understood this acknowledgement and thereby agree to the terms and conditions detailed herein. I have the authority to enter into this acknowledgement on behalf of my company.

### **ACKNOWLEDGED AND AGREED BY:**

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Company \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

### **Registration Fields**

Primary Contact Name for Program \_\_\_\_\_

Company Mailing Address \_\_\_\_\_

Company Office Phone \_\_\_\_\_ Mobile (if different) \_\_\_\_\_

Email Address to be used by Program \_\_\_\_\_

Company Office Address  
(if different from above) \_\_\_\_\_

Average number of homes built per year: \_\_\_\_\_