



**2023 New Mexico Gas Company Contractor Participation Agreement:**

- 1 - Attic/Roof & Crawl Space Insulation Rebate Program**
- 2 – Air Sealing Rebate Program**
- 3 – Duct Sealing Rebate Program**

Thank you for your participation in one or more of the 2023 New Mexico Gas Company (NMGC) programs (Program). NMGC has contracted with ICF International (ICF or Program Administrator) to manage and implement the Program. By participating in the Program, you agree to the following terms and conditions.

**Attic/Roof & Crawl Space Insulation Program**

**1.1 Insulation Rebate Payments (4/1/2023 - 3/31/2024)**

For each home insulation upgrade that meets the 2023 Program Requirements set forth in paragraph 1.2 below (Home Eligibility Requirements) and is served by NMGC, the following rebate payment are available:

<b>Attic/Roof Tier I: Rebate of 40% of cost, up to \$800</b>	<b>Attic/Roof Tier II: Rebate of 40% of cost, up to \$500</b>	<b>Crawl Space: Rebate of \$200</b>
Existing insulation is R-11 or less (usually 4 inches of insulation or less)	Existing insulation is between R-12 and R-19 (usually 4 to 6 inches of insulation)	Existing insulation is none
Add R-19 insulation or greater	Increase total insulation to R-38 or greater	Add R-19 insulation or greater

**1.2 Home Eligibility Requirements for Insulation Rebate**

In order to be eligible for rebate payment under the Program, the home must meet the following requirements. New Construction, Additions and Manufactured Homes do not qualify for this rebate:

1. The existing me must have natural gas service provided by NMGC as evidenced by a residential customer account number.
2. The existing home must have natural gas heating.
3. The home must have insulation work completed between April 1, 2023, and March 31, 2024.
4. The insulation job must satisfy one of the following 2023 Program requirements:

### Tier I

- Existing attic/roof insulation of R-11 or less (preexisting) with the addition of R-19 or greater (media neutral) in direct contact with preexisting insulation (post condition).
- Completely remove existing attic/roof insulation (preexisting) and then re-insulate attic/roof to a level  $\geq$  R-30 (post condition).
- Bring existing attic (preexisting) into conditioned space and add roof insulation to a level of  $\geq$ R-30 (post condition).

### Tier II

- Existing attic/roof insulation ranging from R-12 to R-19 (preexisting) with the addition of insulation bringing the level to R-38 or greater (media neutral) in direct contact with preexisting condition insulation (post installation condition).
- Completely remove existing attic/roof insulation (preexisting condition) and then re-insulate attic/roof to a level  $\geq$  R-38 (post condition).
- Bring existing attic (preexisting) into conditioned space and add roof insulation to a level of  $\geq$ R-38 (post condition).

### Crawlspace

- Existing crawlspace R-0 or none (preexisting) with the addition of insulation bringing the level to R-19 or greater (media neutral) in direct contact subfloor (post installation condition).

## **2 - Air Sealing Program**

### **2.1 Air Sealing Rebate Payments (4/1/2023 - 3/31/2024)**

For each home air sealing upgrade that meets the 2023 Program Requirements set forth in paragraph 2.2 below (“Home Eligibility Requirements”) and is served by NMGC, the following rebate payment is available: **\$200 per home.**

### **2.2 Home Eligibility Requirements for Air Sealing Rebate**

In order to be eligible for rebate payment under the Program, the home must meet the following requirements. New Construction, Additions and Manufactured Homes do not qualify for this rebate:

1. The existing home must have natural gas service provided by NMGC service territory as evidenced by a residential customer account number.
2. The existing home must have natural gas heating.
3. The home must have air sealing work completed between April 1, 2023, and March 31, 2024.
4. The Air Sealing job must have a pre blower door test and post blower door test measured at CFM50. The Pre Blower door tests the existing Cubic Feet per Minute at 50 Pascal pressure differential as measured by the blower door before air-sealing. The Post Blower door tests the Cubic Feet per Minute at 50 Pascal pressure differential as measured by the blower door after air-sealing.
5. Air leakage must be cut by 10% or greater to qualify for this rebate.

## **3 - Duct Sealing Program**

### **3.1 Duct Sealing Rebate Payments (4/1/2023 - 3/31/2024)**

For each home duct sealing upgrade that meets the 2023 Program Requirements set forth in paragraph 3.2 below (“Home Eligibility Requirements”) and is served by NMGC, the following rebate payment is available: **\$200 per home.**

### **3.2 Home Eligibility Requirements for Duct Sealing Rebate**

In order to be eligible for rebate payment under the Program, the home must meet the following requirements. New Construction, Additions and Manufactured Homes do not qualify for this rebate:

1. The existing home must have natural gas service provided by NMGC service territory as evidenced by a residential customer account number.
2. The existing home must have natural gas heating.
3. The home must have duct sealing work completed between April 1, 2023, and March 31, 2024.
4. Savings depend on pre and post leakage rates, which must be measured with DuctBlaster™ or other pressurization equipment, and also on in-home HVAC equipment type. The baseline leakage rate cannot exceed 35% of the total fan flow of the system and should be capped at 35% of total fan flow.
5. The Duct Sealing job must have a pre blower test and post blower test measured at CFM25. Pre duct leakage is measured at 25 Pascals, CFM. Post duct leakage, after installation, measured at 25 Pascals, CFM.
6. Duct leakage must be cut by 10% or greater to qualify for the rebate.

### **Rebate Payment - Documentation**

The required documentation for each rebate payments must be submitted by the Participating Contractor in complete fashion to the Program Administrator through the NMGC Online Rebate Tool <https://nmgcrebates.icfwebservices.com> for a Homeowner or Contractor to receive rebate payment. The Program Administrator shall verify, within twenty one (21) days of receipt, that the data meets program requirements or will notify Homeowner and/or Contractor of any discrepancies. Homeowner or Contractor shall receive rebate payments from the Program within 6 to 8 weeks of verification by the Program Administrator that all home eligibility requirements have been met.

**All rebate applications for each program must include the following documentation:**

1. Insulation Rebate - Documentation
  - Photograph documenting the pre-existing insulation level, with a ruler
  - Photograph of space heating equipment
  - Copy of the contractor invoice/receipt stating preexisting R-value, square footage covered, and R-value of insulation installed.
2. Air Sealing Rebate - Documentation
  - Report detailing blower door test results showing pre-blower and post-blower results
  - Copy of invoice stating pre-blower and post-blower results
3. Duct Sealing Rebate - Documentation
  - Report detailing blower test results showing pre-blower and post-blower results
  - Copy of invoice stating pre-blower and post-blower results

### **Program Marketing, Trademarks and Branding**

Contractor acknowledges and agrees that NMGC is the lawful owner of all rights, title and interest in and to Programs respective names and logos and that Contractor will not at any time dispute or contest, directly or indirectly, NMGC's exclusive right and title to, and validity of, its respective name and logo.

Program hereby grants Contractor the right to use its name and logo in connection with the Program pursuant to the terms and conditions contained in this Agreement. The right to use such names and logos as set forth herein shall be concurrent with the term of this Agreement and any and all such rights shall terminate upon termination of this Agreement for any reason.

The Program logo and the URL may be added to all materials and advertising approved for use pursuant to this Agreement (except for pre-printed, stock Product packages) but shall only be used in the form and format as such logos are provided for use by Program and require Program approval of use in writing. Failure of Program to provide its written acceptance, as set forth herein, shall not be deemed to constitute Programs approval or acceptance.

Contractor agrees not to act in a manner that is inconsistent with NMGC's ownership of its respective name and logo or that is likely to subject NMGC to claims by third parties or potential loss of any rights therein and agrees and acknowledges that its use of NMGC's name and logo inures to the benefit of NMGC.

Contractor acknowledges that maintaining a high standard of quality for the Program materials bearing NMGC's name and logo and maintaining the goodwill associated with such names and logos are of substantial importance to NMGC. Contractor therefore agrees that all materials to be used in connection with the Program shall be submitted for prior review and written approval by Program. Failure of Program to provide its written acceptance, as set forth herein, shall not be deemed to constitute Program's approval or acceptance.

Participating Contractors may not use the NMGC logo in any way during the course of this Program or at any other time without express written permission from NMGC.

### **Fraud**

In the event that ICF determines that Contractor has engaged in fraudulent activity or misrepresentation of any kind, ICF may terminate this Agreement by written notice to Contractor, effective as of the date of Contractor's receipt of such notice. The value of any and all funds or services determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to the Program.

### **Disclaimers**

The Program is subject to change or cancellation at any time and 30 day notice will be provided to contractor. By participating in the Program, Contractor agrees to waive any claims and release, ICF and NMGC and any of their respective agents and representatives from any liability for damages of any kind. Rebate payments are funded by a charge on NMGC gas customer bills, which charges may be modified or terminated by the New Mexico Public Regulation Commission at any time.

Contractor agrees to install all qualifying equipment for which rebates are provided in a professional manner, consistent with industry standards, and in conformance with all applicable building codes, permits, zoning laws, local, state, and federal requirements, as well as any other relevant requirements.

By signing this document, Contractor hereby agrees to all Terms and Conditions of the Program and this Agreement as described above. Contractor also agrees to carry a necessary Liability and Workers Compensation insurance to actively perform work in the State of New Mexico. If insurance changes are made, the Contractor must notify Program staff of changes within seven (7) days.

<b>Business Name:</b>
<b>Authorized Representative/Title:</b>
<b>New Mexico License Number:</b>
<b>Liability Insurance Carrier/Exp:</b>
<b>Workers Comp Insurance Carrier/Exp:</b>
<b>Date:</b>
<b>Signature:</b>

