

Income-Based Conversion Program

Property Owner Agreement

This is an agreement between National Fuel Gas Distribution Corporation (“National Fuel” or the “Company”) and _____, the property owner (“Owner”) of the residential structure (“Premises”) located at _____.

[Property Street Address, Property City, Property Zip Code]

The Owner’s Premises consists of real property improved with a single or two-family dwelling located in National Fuel’s western New York Service territory which has existing heating system(s) that uses one of the following alternative fuel sources: oil; propane; electric; wood; or coal.

The Premises is under consideration for financial assistance to support the conversion of its fuel heating source to natural gas. Owner has been made aware of National Fuel’s Income-Based Conversion Program for Low to Moderate Income (LMI) Customers in which National Fuel will provide a grant (up to \$6,000 [or up to \$12,000 if Owner resides in the Premises and is also income eligible]) to assist income eligible homeowners or renters with conversion of their home heating (together with water heating, if applicable) systems to natural gas from an alternative fuel source. Approved grants by National Fuel reduce or eliminate cost of conversion, and are paid directly to contractors following completion of installation and contractor submission of documentation.

Owner’s tenant at the Premises, who is responsible for the utility bills, or Owner itself, may be income eligible for participation in the National Fuel conversion program. If tenant is applying, Owner is required to complete this Property Owner Gas Conversion Agreement.

Owner agrees as follows:

1. It is the legal owner of the Premises; it does not currently have the Premises available for sale; and if natural gas conversion takes place with financial assistance from National Fuel owner will not sell the Premises for a period of one year from the date of completion of the conversion. Should any of these not be the case, Owner agrees to reimburse National Fuel for any grant amounts provided by National Fuel related to the conversion to natural gas at the Premises.
2. A list of units at Premises is attached to this Agreement as Attachment A, which is made a part hereof.
3. To provide National Fuel or its agent and the selected independent participating contractor(s) _____, permission to enter the Premises to assess the potential for the installation of piping and equipment to convert the heating (and, if applicable, water heating) system to natural gas (“conversion”).
4. To permit the independent participating contractor to enter the Premises to complete the conversion work as per an agreed Scope of Work. As such Work can be performed only with clear and unencumbered access to all work areas, Owner will provide same or require tenant to do so.
5. To maintain all equipment, pipes and materials installed under this Agreement in working order in accordance with all relevant codes.
6. That participating contractors in National Fuel’s Income-Based Conversion Program for Low and Moderate Income (LMI) Customers are independent contractors. If any issues arise regarding the services, equipment, pipes or warranties related to the conversion, **Owner will deal solely with the independent participating contractor.**

7. The conversion improvement grant to be provided by National Fuel is intended to assist the present and future tenant(s) as beneficiaries to the Program.
8. Owner agrees to contribute 25% of the cost of conversion to natural gas, unless Premises is Owner occupied and Owner also meets the financial eligibility requirements of the program (Owner will need to complete its own Application for Natural Gas Conversion as well).
9. It may agree with the independent participating contractor to the installation of additional measures at the Owner's expense, but that the Owner is under no obligation to agree to such additional measures.
10. It is understood that upon the completion of the conversion, a post-installation inspection by the Program Administrator is required in order for the grant to be paid by National Fuel to the independent participating contractor.
11. To grant National Fuel's Program Administrator permission to enter the premises to conduct a post-installation inspection which may include taking photographs of the Work performed.
12. It is understood that upon the successful completion of a post-installation visit, the grant will be paid directly to the independent participating contractor.
13. That neither National Fuel nor its program administrator are responsible for the installation of new natural gas appliances or for warranties, and that owner is responsible for any costs associated with maintenance of the installed equipment.
14. That in consideration of conversion grant amounts provided by National Fuel, to the extent permitted by law, Owner agrees to indemnify, hold harmless, release and waive any and all claims against National Fuel and/or its administrator with respect to claims or actions that relate to or arise from the natural gas conversion work or activities.
15. It understands that National Fuel reserves the right to deny the application for participation in the Income-Based Conversion Program for any reason.
16. In consideration of conversion grant amounts provided by National Fuel, to the extent permitted by law, Owner agrees to indemnify, hold harmless, release and waive any and all claims against National Fuel and/or its administrator with respect to any loss, claim, actions or liability that relate to or arise out of the natural gas conversion work or program.

I have read this agreement and understand all its provisions. To indicate my agreement, I have signed below.

Owner Signature

Date

ATTACHMENT A

The documented eligible dwelling unit(s) included in the work scope under the attached Agreement as of the effective date of the Agreement is as follows:

Property Address:

Unit Number: _____

Unit Number: _____