

## **PECO New Home Rebates**

### **PARTICIPATING RATER AGREEMENT**

**Program Period June 1, 2026-May 31, 2031**

#### **Introduction**

This Agreement sets out the terms and conditions under which participating Raters can gain benefits by conducting work related to the design and construction of energy efficient new homes for PECO New Home Rebates. Participating Raters gain benefits if they agree and adhere to the terms of this Agreement and all PECO New Home Rebates' requirements outlined below.

#### **Program Background**

PECO New Home Rebates (Program) is one in a portfolio of solutions benefiting PECO Energy Company' ("PECO") residential customers ("Participating Customers") as part the PA Public Utility Commission-approved Act 129 Phase V Energy Efficiency and Conservation Plan. Performance Systems Development (PSD) has been hired as a subcontractor to implement PECO New Home Rebates.

#### **Benefits for Participating Rater**

1. Appearance on PECO New Home Rebates' website as a participating Rater
2. Access to a password-protected web portal to submit and track customer rebate submissions
3. Access to Program marketing materials and related services to help promote PECO New Home Rebates and your business
4. Notification of Program-sponsored training on energy efficiency technologies and PECO New Home Rebates' changes
5. Participation in a network of like-minded professionals to share best practices
6. Feedback on your work and related customer satisfaction

#### **PECO New Home Rebates' requirements and guidelines**

1. Complete PECO New Home Rebates' registration fields including the name, phone number, physical office address, and an email of the participating Rater

2. Attend an initial New Home Rebates' sponsored training, either in person or on the phone, to review policies and procedures, which are subject to change at PSD or PECO's discretion.
3. Advise PSD of any potential conflicts of interest or personal relationships that exist between participating Rater, or its staff, and any PSD employee.
4. The participant and the Program will assume good faith as a general principle for resolving conflict and will seek to resolve all matters informally, so as to preserve maximum public confidence in PECO Utilities.
5. Maintain the appropriate Pennsylvania contractor's license and any other relevant licenses.
6. Carry and maintain in effect insurance of the types and in the amounts that a prudent vendor in the industry would carry; and, if requested by PSD, furnish a certificate of insurance evidencing commercial general liability, automobile liability, and workers' compensation and employer liability policies.
7. Demonstrate the capability to conduct business successfully by acknowledging participating Rater's business has ONE of the following (A or B).
  - A. Satisfactory Dun and Bradstreet Rating; OR
  - B. Specific evidence of business capacity including at least two of the following:
    - i. Ability to provide a satisfactory banking reference
    - ii. Ability to provide three satisfactory professional/trade references, such as suppliers of materials, tools, or credit
    - iii. Ability to demonstrate the Principals of the company have satisfactory credit score / no outstanding liens or judgements

If participating Rater is unable to meet these requirements, they may submit, in writing, a Request for Waiver to the PECO New Home Rebates Team. The Request for Waiver must provide a detailed, reasonable, and credible explanation of the reasons why the applicant is unable to comply with the requirements. PECO reserves the right to approve or reject any Request for Waiver.

1. Maintain a current Home Energy Rating System (HERS) Rater certification through a RESNET accredited HERS Provider and comply with all applicable RESNET standards for all Ratings submitted to PECO New Home Rebates.
2. Remain in good standing with regard to PECO New Home Rebates' and PSD's specific Quality Assurance protocols.

### *Rating Requirements*

1. Incentives are only available for homes that receive electric service in PECO's electric service territory.
2. Submittal of a new home to the program DOES NOT AUTOMATICALLY QUALIFY YOUR HOME FOR AN INCENTIVE. Each home submitted will be reviewed to confirm that all requirements are met. If requirements are not met, the Rater will be contacted to discuss remaining options.
3. The participant will not construe, claim, or imply that its participation in the Program constitutes PECO Utility's approval, acceptance, or endorsement of anything other than the participant's commitment to efficient construction practices. Participation does not constitute PECO endorsement of the participant or its homes or services.
4. Ensure that all jobs performed under PECO New Home Rebates meet all requirements and follow all guidelines of this Agreement
5. Submitted ratings must be registered by a HERS Provider and be in the RESNET registry for verification purposes
6. When conducting Home Energy Ratings a HERS Rater, or HERS RFI, must operate diagnostic equipment according to manufacturer specifications and adhere to manufacturer's calibration requirements for each tool

### *Smart Thermostat Requirements*

1. Only ENERGY STAR Certified Smart Thermostats are eligible for an incentive: <https://www.energystar.gov/productfinder/product/certified-connected-thermostats/results>
2. Thermostats must be installed in a new residential building or major renovation with electric heat and/or central AC that meets EPA ENERGY STAR requirements to qualify as new construction.
3. Each application must be accompanied by:
  1. The make, model, and serial number of the thermostat
  2. a geotagged photo of the installed thermostat with its screen illuminated

### *Submittal Requirements*

1. Provide program representatives with access to each home prior to occupancy to verify installation of measures upon request.
2. The participating Rater, retained by the participating homebuilder, must submit registered ratings within 180 days of the HERS final rating date, or prior to program year submission deadline, whichever is earlier. Incentive payments for eligible homes will be issued within 90 days of submission of all required documentation.
3. Utility meter photo must be taken at the time of testing and uploaded to Compass at the time of submission.
4. If for any reason, an otherwise qualifying project does not meet the above criteria, the applicant may submit, in writing, a Request for Waiver to the PECO New Home Rebates Team. The Request for Waiver must provide a detailed, reasonable, and credible explanation of the reasons why the applicant is unable to comply with the requirements. PECO reserves the right to approve or reject any Request for Waiver.

### *Customer Service Requirements*

1. Provide PSD with projected total monthly submittals by the 5<sup>th</sup> of each month
2. Respond to eligible builders that contact them about products and services covered by PECO New Home Rebates within two (2) business days
3. Respond in a timely manner to all requests for information from PECO, PSD and third-party evaluators
4. Notify PSD if no longer interested in participating in PECO New Home Rebates once enrolled
5. Present PECO New Home Rebates collateral, as instructed during training, to all participating builders
6. Ensure that relevant Participating Rater employees can accurately discuss PECO New Home Rebates with Participating Homebuilders.

### *Quality Guidelines*

Participating Raters shall meet the PECO New Home Rebates' standards for work performed, rebate applications submitted, and customer satisfaction (Standards for Work Performed or "Standards"). PSD will provide feedback on performance and adherence to the Standards and offer training to improve participating Rater performance. At PSD's discretion, participating Raters shall be removed or suspended from PECO New Home

Rebates if they continually violate Program policies or otherwise not adhere to the Standards or terms of this Agreement. The Standards are subject to change at PSD or PECO's discretion.

To help ensure participating Raters meet PECO New Home Rebates' standards, PSD shall inspect Rater-verified equipment and submitted rebate applications. PSD shall perform a desk inspection of every rebate application. PSD shall perform an on-site inspection of a participating Rater's work for one of the first five (5) projects submitted. After the first on-site inspection, PSD will perform an on-site inspection on at least 5 percent of a Rater's rated homes. PSD and PECO reserve the right to conduct selected inspections of any job. If a rating fails to meet the Standards, the participating Rater, upon request from PSD, and at no additional cost to the participating homebuilder, shall make reasonable corrections to the rating that the participating Rater has performed to bring such work up to the Standards. The corrections shall be completed within 30 days of notification, as stated on the QA Checklist. The participating Rater agrees to take steps necessary to ensure that future work shall comply with the Standards. If corrections to the rating cause the home to fail to meet eligibility requirements, the builder will not receive an incentive for that home.

#### *Marketing Guidelines*

Participating Rater may describe their firm as a "participating Rater" with PECO New Home Rebates. Participating Rater shall not describe their firm as "approved," "certified," "accredited" or "recommended" by PECO and shall not use any other descriptive term which might imply a special relationship with PECO or imply that PECO warrants participating Rater's work. The specific phrase that may be used in marketing is: [participating Rater name] is a participating Rater in PECO New Home Rebates. The participating Rater shall not use the PECO seals, trademarks, service marks, company logos, etc., in any advertising or solicitation of business unless pre-approved by PSD. The participating Rater shall not make reference to PECO, or PECO New Home Rebates, in any advertisement which makes claims or refers to a specific level of energy savings and dollar savings that customers may expect from energy efficiency products and services offered.

#### **Termination Clause**

1. PSD may, in its sole discretion, and upon written notification to participating Rater, terminate participating Rater from PECO New Home Rebates for good reason, including, but not limited to, if PSD cannot verify all items provided in participating Rater's application, obtains adverse information about participating Rater, if participating Rater is suspected of any fraudulent activity, if participating Rater persistently violates Program standards or otherwise not adhering to this

Agreement. This agreement is voluntary and can be terminated by either party at any time for any reason, with no penalty.

### **Confidentiality**

PSD understand the sensitive nature of certain data supplied by participating Rater as part of the PECO New Home Rebates. PSD may retain and use statistical, aggregated information to improve and develop its services and to create studies, research, products or strategic planning regarding its services and may share such information with PECO; provided that such studies, research, products or plans do not identify customers or Participating Rater.

The cumulative sales information of all participating Raters may be used to generate progress and summary reports, which are required to evaluate the success of PECO New Home Rebates. These reports will be made available to the public but will not provide participating customer or participating Rater-specific information.

PECO and PSD will make all attempts permissible under the law to protect reasonable expectations of confidentiality. However, PECO New Home Rebates is subject to public oversight and audit and therefore neither PECO nor PSD can guarantee that any confidential program data or other confidential information received from participating Rater or participating customer will remain confidential. Neither PSD nor PECO shall have liability to participating Rater or any other party resulting from any public disclosure of data or materials.

### **Indemnity**

Rater shall defend, indemnify and hold PSD, CMC Energy Services, Inc, and PECO and its respective affiliates, officers, directors, advisers, consultants, representatives, agents, successors or assigns, counsel and employees (“Indemnified Persons”) harmless from and against any and all claims, demands, causes of action, suits and other litigation and related damages, losses and expenses, violation of any laws, or failure to maintain any licenses or permits, including but not limited to attorney’s fees arising out of or in connection with Participating Rater’s performance of its obligations hereunder, or sales, installation or performance of equipment sold under PECO New Home Rebates. Participating Rater shall reimburse the indemnified persons for all expenses, including but not limited to attorney’s fees paid or otherwise incurred in connection with any and all debts, demands, actions, causes of action, suits, accounts and/or covenants that enforce the provisions of this paragraph if either Participating Rater’s or Participating Rater’s insurer

refuses to so defend, indemnify or hold the Indemnified Persons harmless as provided above.

**Statement**

PECO New Home Rebates' requirements, eligible equipment and incentives are subject to change at any time.

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