

FE Phase IV Builder and Rater Terms and Conditions

1. Incentives are only available for homes that receive service from one of FirstEnergy's Pennsylvania Utilities: Met-Ed, Penelec, Penn Power, or West Penn Power ("FirstEnergy Pennsylvania Utilities").
2. Eligibility for participation in the FirstEnergy Pennsylvania Utilities Efficient New Homes and Low-Income Housing Program for homes located in Met-Ed, Penelec, Penn Power, and West Penn Power service areas will be solely within the time period from June 1, 2021 to May 31, 2026. The Participant will not construe, claim, or imply that its participation in the FirstEnergy Pennsylvania Efficient New Homes and Low-Income Housing Program constitutes FirstEnergy Pennsylvania Utilities' approval, acceptance, or endorsement of anything other than the Participant's commitment to efficient construction practices. Participation does not constitute FirstEnergy Pennsylvania Utilities' endorsement of the Participant or its homes or services.
3. Work submitted in this program must be completed and reported by an eligible and certified HERS rater. The associated costs of hiring a HERS rater to provide evaluation of program eligibility are the responsibility of the builder.
4. All submissions of incentive and participation applications for these programs will be through the approved online submission process.
5. The Participant understands that the activities it undertakes in connection with FirstEnergy Pennsylvania Utilities are voluntary and not intended to provide services to the FirstEnergy Pennsylvania Utilities. As such, the Participant will not submit a claim for compensation to any of the FirstEnergy Pennsylvania Utilities.
6. The Participant and FirstEnergy Pennsylvania Utilities 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 FirstEnergy Pennsylvania Utilities.
7. This agreement is voluntary and can be terminated by either party at any time for any reason, with no penalty.
8. It is the responsibility of the rater to ensure that all information is submitted to the program and that all requirements for the incentive are met. Failure to provide any of the required information will prevent processing of your application.
9. Participation in FirstEnergy's Pennsylvania Utilities programs DOES NOT GUARANTEE that incentives will be available for all of your homes.
10. 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 and/or builder will be contacted to discuss the remaining options.
11. FirstEnergy's Pennsylvania Utilities, their parents, subsidiaries, employees, affiliates and agents, and Performance Systems Development assume no responsibility for the performance of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of the participating contractor.
12. Incentive payments will be based on the date of applications.
13. The Participating Rater retained by the Participating Homebuilder must submit incentive payment requests within 90 days of the Completed HERS Rating date or ENERGY STAR certification date, or prior to program year submission deadline, whichever is

earlier. Incentive payments for eligible homes will be issued within 4 weeks of the Participating Rater's submission of all required documentation.

14. 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 FirstEnergy New Homes Program 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. FirstEnergy reserves the right to approve or reject any Request for Waiver.
15. All homes submitted to these programs may be independently verified by FirstEnergy's Pennsylvania Utilities and/or its assignees in order to confirm the accuracy of reported information. Refusal of access to the home for quality assurance inspections may prevent eligibility for an incentive. Raters will be required to provide regular updates on homes which are ready and available for final inspection. Failure to do so may result in suspension of home approval until required quality assurance percentages are met.
16. Program and incentive levels are subject to change or cancellation without notice.
17. There are no limits to the number of homes that a builder may be eligible to submit for an incentive; e.g. a development of 100 homes may be eligible for 100 incentives if each home meets the requirements of the program.
18. For quality assurance purposes, the Participant agrees to share construction documents with program staff and evaluators, upon request, for any home receiving a FirstEnergy Pennsylvania Utilities' incentive.
19. The customer hereby agrees to indemnify, defend and hold harmless, FirstEnergy's Pennsylvania Utilities, their parents, subsidiaries, affiliates, officers, employees, contractors and agents from any and all liability associated with this project.
20. By checking the box below, you indicate that you have reviewed and agree to all of the terms and conditions.
21. Failure to comply with any of the terms of this Participation Application can result in its termination and cessation of access to the benefits of FirstEnergy's Pennsylvania Utilities, including use of the marks.

Smart Thermostat Requirements

22. Only ENERGY STAR Certified Smart Thermostats are eligible for an incentive: <https://www.energystar.gov/productfinder/product/certified-connected-thermostats/results>
23. Thermostats must be installed in a new residential building or major renovation that meets EPA EnergyStar requirements to qualify as new construction.
24. Each application must be accompanied by:
 1. The make, model, and serial number of the thermostat
 2. A geotagged photo of the installed thermostat showing it in operating condition
25. Participating builder agrees to provide education and materials explaining the operational details of the thermostat to the homebuyer.