

Energy Efficient New Homes Program
PARTICIPATING HOMEBUILDER AGREEMENT
Period June 1, 2026-May 31, 2031

Introduction

This Agreement, by and between your company (“Participating Homebuilder”), and Performance Systems Development (“PSD”), sets out the terms and conditions under which Participating Homebuilders may gain benefits by conducting work related to the design and construction of energy efficient new homes for the Energy Efficient New Homes Program sponsored by FirstEnergy Pennsylvania Electric Company (the “Utility Sponsor”). Participating Homebuilders must agree and adhere to the terms and conditions of this Agreement and all requirements outlined below.

Background

FirstEnergy Pennsylvania Electric Company’s Energy Efficient New Homes Program (the “Program”) is one in a portfolio of solutions benefiting FirstEnergy Pennsylvania Electric Company (“FirstEnergy”) residential customers (“Participating Customers”) as part the PA Public Utility Commission-approved Act 129 Phase V Energy Efficiency and Conservation Plan. FirstEnergy hired Performance Systems Development as a subcontractor to implement the Program.

Benefits for Participating Homebuilder

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

Requirements and guidelines

Administrative requirements

1. Complete the Program registration fields, including providing the name, phone number, and email of Participating Homebuilder’s contact for Program related issues, a completed and signed W-9 form, and a physical office address.

2. Attend an initial Program sponsored training, either in person or on the phone, to review policies and procedures, which are subject to change at PSD or FirstEnergy's discretion.
3. Advise PSD of any potential conflicts of interest or personal relationships that exist between Participating Homebuilder, or its staff, and any PSD employee.

Business requirements

1. Maintain the appropriate Pennsylvania contractor's license and any other relevant licenses.
2. 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.
3. Demonstrate the capability to conduct business successfully by providing ONE of the following (A or B)
 - A. Satisfactory Dun and Bradstreet Rating; OR
 - B. Specific evidence of business capacity including at least ONE of the following (A, B, or C):
 - A. Satisfactory banking reference;
 - B. Three satisfactory professional/trade references, such as suppliers of materials, tools, or credit; OR
 - C. Documentation demonstrating that the principals of the company have satisfactory credit scores and no outstanding liens or judgements

If Participating Homebuilder is unable to meet these requirements, they may submit, in writing, a request for waiver to the program team. The request for waiver must provide a detailed, reasonable, and credible explanation of the reasons why the Participating Homebuilder is unable to comply with the requirement. FirstEnergy reserves the right to approve or reject any request for waiver.

Building Requirements

1. Participating Homebuilder will receive an incentive only for eligible homes that qualify for the Program once the home has been constructed, received a satisfactory Home Energy Rating, and all other Program requirements have been met. Incentive funds will be paid on a first-come, first-served basis until May 31, 2031. Program and incentive levels are subject to change or cancellation without notice.

Additionally, Participating Homebuilders requesting rebates for qualifying homes are obligated to the following:

1. Meet all requirements and building codes applicable to specific trade(s) set by the jurisdiction having authority in the area where work is performed.
2. Procure permits required by federal, state, county or municipal governments or any other agencies with jurisdiction over work performed in the Programs.
3. Ensure that all jobs performed under the Program meet all requirements and follow all guidelines of this Agreement.
4. Install equipment per manufacturer specifications including the manufacturer's warranty.
5. Provide Participating Customers with a minimum one-year warranty for labor and materials from the date of customer invoice for items impacting on the energy efficiency of the home.
6. All homes must receive a satisfactory Home Energy Rating from a certified Home Energy Rating System ("HERS") rater and meet all the Program's eligibility requirements.
7. Obtain a signed final building inspection date issued on or after June 1, 2026 and on or before May 31, 2031 by the local authority having jurisdiction prior to being submitted by the HERS rater.
8. Provide the Program's representatives with access to each home prior to occupancy to verify installation of measures.
9. The rater retained by the Participating Homebuilder must submit registered rating within 180 days of final inspection date or prior to yearly new home rebate submission deadline, whichever is earlier.
10. 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 Program's 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.

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 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 showing it in operating condition.
4. Participating Builder agrees to provide education and materials explaining the operational details of the thermostat to the homebuyer.

Customer Service Requirements

1. Respond in a timely manner to all requests for information from FirstEnergy and PSD

2. Notify PSD if you are no longer interested in participating in the Programs once enrolled;

Quality Guidelines

To help ensure Participating Homebuilders meets the Program's standards, PSD shall inspect homebuilder-installed 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 five percent of a Rater's rated homes. PSD reserves 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 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 a reasonable timeframe specified by PSD. 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 the Programs' eligibility requirements, the builder will not receive an incentive for that home. Participating Builder may take corrective actions to make the home eligible, provided these actions are documented by the Rater and the Rater submits a new rating reflecting these changes.

Marketing Guidelines

Participating Homebuilder may describe their firm as a "participating homebuilder" in the Program's marketing materials. Participating Homebuilder shall not describe their firm as "approved," "certified," "accredited", or "recommended" by FirstEnergy and shall not use any other descriptive term which might imply a special relationship with FirstEnergy or imply that FirstEnergy warrants Participating Homebuilder's work. The specific phrase that may be used in marketing is: "[Participating Homebuilder name] is a participating homebuilder with the FirstEnergy Pennsylvania Electric Company's Energy Efficient New Homes Program". Participating Homebuilder shall not use the FirstEnergy seals, trademarks, service marks, company logos, etc., in any marketing unless pre-approved by FirstEnergy. Participating Homebuilder shall not make reference to FirstEnergy, or the Program, 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

PSD may, in its sole discretion, and upon written notification to Participating Homebuilder, terminate Participating Homebuilder from the Program for reasons, including, but not limited to, unverifiable items provided in Participating Homebuilder's application, adverse information about Participating Homebuilder, known or suspected fraudulent activity, repeated violation of Program standards or other breach of this Agreement.

Confidentiality

PSD understands the sensitive nature of certain data supplied by Participating Homebuilder as part of the Program. Any confidential customer, sales or price data provided to PSD or FirstEnergy as part of the Programs will be used only for the sole purpose of tracking and analyzing trends in sales of equipment. PSD shall compile and aggregate publicly available data in such a manner that individual confidential customer or price data cannot be identified. PSD may retain and use statistical, aggregated information to incrementally improve and develop its services and to create studies, research, products or strategic planning regarding its services and may share such information with FirstEnergy; provided that such studies, research, products or plans do not identify customers or participating homebuilders.

The cumulative sales information of all participating homebuilders may be used to generate progress and summary reports, which are required to evaluate the success of the Program. These reports will be made available to the public but will not provide Participating Customer or Participating Homebuilder-specific information.

PSD will make all efforts permissible under the law to protect confidentiality. However, the Program is subject to public oversight and audit and therefore neither PSD nor FirstEnergy can guarantee that any confidential Program data or other confidential information received from Participating Homebuilder or Participating Customer will

remain confidential. Neither PSD nor FirstEnergy shall have liability to Participating Homebuilder or any other party resulting from any public disclosure of data or materials.

Indemnity

Participating Homebuilder shall defend, indemnify and hold PSD, FirstEnergy, and their respective affiliates, officers, directors, advisors, 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 Homebuilder's performance of its obligations hereunder, or sales, installation or performance of equipment sold under the Program. Participating Homebuilder 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 Homebuilder's or Participating Homebuilder's insurer refuses to so defend, indemnify or hold the Indemnified Persons harmless as provided above.

Statement

Program 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 represent and warrant that I have the authority to enter into this Agreement on behalf of my company.

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