

## Rater Terms and Conditions

### **PPL New Home Program**

#### **PARTICIPATING RATER AGREEMENT**

**Program Period June, 1 2017-May 31, 2021**

#### **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 the PPL New Homes Program (“the Program”). Participating Raters gain Program benefits if they agree and adhere to the terms of this Agreement and all Program requirements outlined below.

#### **Program background**

The Program is one in a portfolio of programs benefiting PPL Electric Utilities’ (“PPL”) residential customers (“Participating Customers”) as part the PA Public Utility Commission-approved Act 129 Phase III Energy Efficiency and Conservation Plan. PPL retained Ecova as the Program’s Contract Service Provider and Ecova hired Performance Systems Development (PSD) as a subcontractor to implement the New Homes Program.

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

1. Appearance on PPL Electric Utilities website as a participating Program Rater
2. Access to a password-protected web portal, made available later in the Program period, to submit and track customer rebate submissions;
3. Access to Program marketing materials and related services to help promote the Program and your business
4. Notification of Program-sponsored trainings on energy efficiency technologies and Program changes
5. Participation in a network of likeminded professionals to share best practices
6. Feedback on your work and related customer satisfaction
7. Potential other benefits

#### **Program requirements and guidelines**

Participating Rater shall:

*Program administrative requirements*

1. Complete the Program registration fields, including providing the name, phone number, and email of Participating Rater's contact for Program-related issues, and a physical office address;
2. Attend an initial Program-sponsored training, either in person or on the phone, to review Program policies and procedures, which are subject to change at Ecova or PPL's discretion;
3. Advise Ecova of any potential conflicts of interest or personal relationships that exist between Participating Rater, or its staff, and any Ecova 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 Ecova, 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 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 Ecova. The Request for Waiver must provide a detailed, reasonable and credible explanation of the reasons why the Participating Rater is unable to comply with the terms of the requirement. Ecova reserves the right to approve or reject any Request for Waiver.

4. 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 the Program;
5. Remain in good standing with regard to Program-specific Quality Assurance protocols;

*Rating Requirements*

1. Ensure that all jobs performed under the Program meet all requirements and follow all guidelines of this Agreement
2. When conducting Home Energy Ratings,
  - A. use tools that perform to manufacturer specifications and adhere to manufacturer's calibration requirements for each tool;

*Customer Service Requirements*

1. Respond to eligible builders that contact them about products and services covered by the Program within two (2) business days;
2. Respond in a timely manner to all requests for information from PSD and Ecova;
3. Notify PSD if no longer interested in participating in the Program once enrolled;
4. Present Program collateral, as instructed during Program trainings, to all participating builders;
5. Submit all Completed Ratings for homes which a Participating Homebuilder wishes to receive an incentive within 90 days of the completion of the home or prior to program year submission deadline, whichever is earlier.
6. Ensure that relevant Participating Rater employees can accurately discuss the Program with Participating Customers and Participating Homebuilders.

### *Quality Guidelines*

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

To help ensure Participating Raters meet the Program 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 Ecova 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 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. 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 program eligibility requirements, the builder will not receive an incentive for that home. The 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 Rater may describe their firm as a "participating Rater" in the PPL Energy Efficient Homes Program. Participating Rater shall not describe their firm as "approved," "certified," "accredited" or "recommended" by PPL Electric Utilities, and shall not use any other descriptive term which might imply a special relationship with PPL Electric Utilities, or imply that PPL Electric Utilities warrants Participating Rater's work. The specific phrase that may be used in

marketing is: [Participating Rater name] is a participating Rater in the PPL Electric Utilities New Homes Program. Participating Rater shall not use the PPL Electric Utilities seals, trademarks, service marks, company logos, etc., in any advertising or solicitation of business unless pre-approved by Ecova. Participating Rater shall not make reference to PPL Electric Utilities, or the Energy Efficient Homes 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**

Ecova may, in its sole discretion, and upon written notification to Participating Rater, terminate Participating Rater from the Program for good reason, including, but not limited to, if Ecova 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.

### **Confidentiality**

Ecova and PSD understand the sensitive nature of certain data supplied by Participating Rater as part of the Program. Any confidential customer, sales or price data provided to Ecova, PSD or PPL as part of the Program will be used only for the sole purpose of tracking and analyzing trends in sales of equipment. Ecova and PSD shall endeavor to compile and aggregate publicly available data in such a manner that individual confidential customer or price data cannot be identified. Ecova and 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 PPL; 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 the Program. These reports will be made available to the public, but will not provide Participating Customer or Participating Rater-specific information.

Ecova and PSD will make all attempts permissible under the law to protect reasonable expectations of confidentiality. However, this Program is subject to public oversight and audit and therefore neither Ecova, PSD nor PPL can guarantee that any confidential program data or other confidential information received from Participating Rater or Participating Customer will remain confidential. Neither Ecova, PSD nor PPL 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 Ecova, PSD and PPL and its 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 Rater’s performance of its obligations hereunder, or sales, installation or performance of equipment sold under the Program. 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**

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 have the authority to enter into this Agreement on behalf of my company.

By providing your contact information above and signing your name below, you consent to receive email messages, phone calls, and postal mail, as indicated above, including that of a promotional nature, from PPL and its service providers on PPL’s behalf at the contact information you have provided above. You are not required to agree to this in order to purchase property, goods or services from us. An auto-dialer and/or artificial or prerecorded message may be used to make calls to you. Your wireless carrier may charge fees for emails and calls to your mobile device. You represent that you are legally competent and have legal authority to form a contract and provide this consent with respect to the contact information you provide and that you reside in the United States. You may not consent on behalf of someone else or provide someone else’s contact information. You consent to receive phone calls from PPL even if your phone number is listed on the federal or state “do not call” registry. You may elect to no longer receive promotional communications, and any communications to your mobile device, by contacting us at: Internet/Privacy Notice, GENTW5, 2 N. Ninth St., Allentown, Pa., 18101; calling 610-774-6494; or emailing us at [privacynotice@pplweb.com](mailto:privacynotice@pplweb.com). You agree to enter into and sign this consent to receive messages electronically. Print this page using your Internet-connected computer or device and web browser to retain a copy of your consent. You can withdraw your consent to receive this consent electronically. Mail us at Internet/Privacy Notice, GENTW5, 2 N. Ninth St., Allentown, Pa., 18101 to request a free copy of your consent, update your contact information or for other customer service. See [www.pplelectric.com/privacy-policy.aspx](http://www.pplelectric.com/privacy-policy.aspx) for our Privacy Policy.