

Potomac Edison
Residential Home Retrofit - HVAC Subprogram
Participating Contractor Agreement
Valid January 1, 2024 through December 31, 2026

Introduction:

This Agreement outlines the responsibilities and requirements of contractors who wish to participate in the Residential Home Retrofit - HVAC Subprogram, hereinafter referred to as “the program”, offered by The Potomac Edison Company (hereafter “Potomac Edison”). Except where otherwise noted in this document, “FE MD Utility” and or the “Utility” refer to Potomac Edison, FirstEnergy’s Maryland utility. The term “participating contractor” refers to the contractor specifically bound as a signatory to this Agreement. The “implementing contractor” refers to Honeywell Utility Solutions.

Residential electric customers in Potomac Edison’s service territory may be eligible to receive incentives for the purchase and installation of new, high-efficiency heating, ventilation, and central air conditioning equipment. Participating contractors throughout the service territory served by Potomac Edison will be able to market these incentives to their customers by signing this Agreement and by maintaining good standing in the program.

This Agreement supersedes any previous Agreement with respect to the subject matter hereof, is completely voluntary and can be terminated at any time and for any reason by the participating contractor or by the Utility.

Benefits to Participating Contractors:

Potomac Edison and the implementing contractor will provide the following support to participating contractors:

- The ability to market incentives for the installation of specific high-efficiency electric equipment,
- Access to program marketing materials such as program branding materials, program literature, incentive forms, listing on program website, advertising campaigns, etc.,
- Administrative training on program requirements and participation requirements,
- Easy access to program support resources, and
- Email updates on program information and changes.

Participation Requirements:

Individual terms and conditions will apply to Potomac Edison’s program as per each program incentive form. Participating contractors agree to the terms and conditions on those forms, and acknowledge and agree that they participate in the Residential Home Retrofit - HVAC Subprogram at the sole discretion of the Utility and the implementing contractor and are subject to removal from the program and discontinuation of eligibility to promote the program to Potomac Edison’s customers if they fail to comply with the terms and spirit of this Agreement or if Potomac Edison or the implementing contractor in its discretion shall elect to terminate this Agreement with the participating contractor. In the event a participating contractor is removed from the program, they shall immediately cease promoting their participation in the program and shall return (at their own expense) any marketing material provided by the program. A removed participating contractor shall not be eligible for consideration to be reinstated for twelve calendar months from the date of notification of removal. A removed participating contractor shall have a one-time option to appeal the removal decision in writing to the implementing contractor. All decisions of the Utility and the implementing contractor shall be final and binding.

The following guidelines apply:

- Participating contractors shall maintain any and all relevant licenses as required by federal, state, county, or municipal government for work in the trades that it undertakes supporting its participation in this program.
- Participating contractors shall maintain general liability insurance coverage of at least \$1million.
- Participating contractors shall maintain effective procedures for quality control, resolution of customer complaints or disputes, and response to customer emergencies.
- Participating contractors shall properly represent the relationship between the participating contractor, Potomac Edison, and the implementing contractor. The participating contractor and its employees shall not represent themselves as employees and/or agents of or certified by Potomac Edison or the implementing contractor.
- The participating contractor acknowledges and agrees that participation in the program is in no way to be construed as an endorsement by Potomac Edison or the implementing contractor of the participating contractor's work.
- The participating contractor is acting as an independent contractor under this program, and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be provided to customers that may be eligible for program incentives.
- Participating contractor agrees not to disclose any information collected for or provided to the Vendor for purposes of fulfilling sub-contracted services for Potomac Edison's Energy Efficiency and Peak Demand Reduction Programs. All Capacity Rights generated by Potomac Edison's Energy Efficiency and Peak Demand Programs shall remain the property of Potomac Edison to aggregate into the PJM capacity market. Participating contractors are prohibited from claiming such Capacity Rights.

Post-Installation Work Verification:

Potomac Edison, the program implementer, or an evaluation contractor may conduct random field inspections on work performed under this Agreement in order to verify work performed and assess the quality standards sought by this program. If an inspection by the Utility, the implementing contractor or any other entity authorized by the Utility determines that actual field conditions do not corroborate conditions indicated on a participating contractor's and/or customer's application, he/she may become ineligible for an incentive. A participating contractor's failure to meet minimum program standards and correct deficiencies may lead to the participating contractor being removed from the program and rendering the participating contractor and their customers ineligible to receive future incentives under the program.

Indemnification and Limitation of Liability:

In no event shall the Utility or the implementing contractor have any liability for claims of any kind, whether based on contract, tort (including negligence and strict liability), or otherwise, for any loss or damage sustained or incurred by any third party relating to this Agreement or the performance of services or participation by the participating contractor in the Residential Home Retrofit - HVAC Subprogram. The participating contractor hereby releases and discharges the Utility and the implementing contractor from all liability for such claims. The participating contractor shall, to the fullest extent permitted by law, assume all liability for and agree to indemnify, defend (at Utility's option) and hold harmless the Utility and the implementing contractor and their respective affiliates, officers, directors, agents, servants, employees and representatives from and against any and all liabilities, losses, claims, damages, suit charges, costs, expenses (including attorney's fees and costs) demand and causes of actions of every kind or character arising or alleged to have arisen out of any claims (just or unjust) for damages

for personal injury including death to any employee or person, for damage or injury to property and from any and all resulting damages, expenses, costs and fees, arising out of or in any way occurring incident to the performance of the Agreement and/or the acts or omissions of the participating contractor, its employees and/or subcontractors. Additionally, the participating contractor agrees to assume all liabilities or attorney's fees and other costs incurred by the Utility arising out of the Utility's efforts to enforce the provisions of this section. Where used in this section, the term "participating contractor" shall also include any subcontractor or any person, firm or entity directly or indirectly employed by or under contract with either participating contractor, subcontractor, or supplier to contractor.

The indemnification obligations of the participating contractor provided for herein shall apply irrespective of any partial or contributed negligence or alleged partial or contributed negligence of the Utility and or implementing contractor, except to the extent, if any, that the provisions of the Maryland General Obligations Law require otherwise. The participating contractor shall nevertheless remain liable hereunder on account of the negligence of a party other than the Utility and/or implementing contractor whether or not the Utility is partially negligent.

The indemnification obligations of the participating contractor provided for herein shall in all events survive performance of the other obligations of the participating contractor under the Agreement and shall survive termination of the Agreement for any reason.

Tax Liability:

Incentives may be taxable as gross income to parties receiving incentives. The Utility or implementing contractor is not responsible for any taxes that may be imposed as a result of receiving incentives through this program.

Trademarks and other Intellectual Property:

- A. Potomac Edison reserves all ownership rights in Potomac Edison's Trademarks (as defined below). Except as expressly provided in this Agreement, Potomac Edison does not transfer or license any trademark or other intellectual property rights to participating contractor.
- B. Potomac Edison authorizes the participating contractor to use Potomac Edison's Trademarks and other intellectual property solely for the purposes contemplated by this Agreement. The participating contractor shall not register, apply to register, or claim any rights to any trademark that contains Potomac Edison's program materials.
- C. Upon expiration or termination of this Agreement, participating contractor agrees to immediately cease the use of and shall not thereafter use Potomac Edison's Trademarks.
- D. For purposes of this Agreement, Potomac Edison's Trademarks shall include program marketing materials that are now or hereafter owned, claimed, adopted, acquired, or used by Potomac Edison.

Potomac Edison Residential Home Retrofit - HVAC Subprogram

2024 Eligibility Requirements and Incentive Amounts							
Effective April 1, 2024							
Potomac Edison - MD HVAC Measures	Equipment Type	Eligibility Requirements			Maximum Trade Ally Admin Fee	Minimum Customer Incentive	Total Program Incentive
		SEER2	EER2	HSPF2			
CAC & Ducted Mini Split, Tier 1	Split System	≥15.2	NA		\$100	\$700	\$800
	Single Package	≥15.2			\$100	\$700	\$800
CAC & Ducted Mini Split, Tier 2	Split System	≥ 16.9			\$100	\$1,400	\$1,500
	Single Package	≥ 16.9			\$100	\$1,400	\$1,500
ASHP & Ducted Mini Split, Tier 1	Split System	≥ 15.2	NA		\$100	\$800	\$900
	Single Package	≥ 15.2			\$100	\$800	\$900
ASHP & Ducted Mini Split, Tier 2	Split System	≥ 16.9			\$100	\$1,300	\$1,400
	Single Package	≥ 16.9			\$100	\$1,300	\$1,400
Heat Pump - Cold Climate <i>(New Measure as of 04/01/24)</i>	Split System - Non Ducted	≥ 15.2	COP 1.75 5° F	≥ 8.5	\$100	\$1,700	\$1,800
	Split System - Ducted	≥ 15.2		≥ 8.1	\$100	\$1,700	\$1,800
	Single Package	≥ 15.2		≥ 8.1	\$100	\$1,700	\$1,800
Ductless Mini Split HP	Single Zone	≥ 18	≥ 12.5	≥ 8.1	\$100	\$500	\$600
	Multi Zone	≥ 15.5	≥ 12.5	≥ 7.8	\$100	\$800	\$900
Ductless Mini Split AC	Single Zone	≥ 18.7	≥ 12	NA	\$100	\$350	\$450
Geothermal Heat Pump	Closed Loop	≥ 17.1	COP 3.6		\$200	\$7,000	\$7,200
Smart Thermostat	ENERGY STAR® Certified Smart Thermostat				\$0	\$100	\$100
Furnace Fans	Replacement of an existing fan with a brushless permanent magnet (BPM) or electrically commutated motor (ECM)				\$0	\$75	\$75
Circulating Pump	Circulation pumps with variable speed motors and/or controls to automatically change pump speed to produce flow rates that match system heating requirements				\$0	\$35	\$35
Bathroom Fan	New ENERGY STAR certified (average CFM/watt of 8.3) exhaust-only ventilation fan operating in accordance with recommended ventilation rate indicated by ASHRAE 62.2				\$0	\$40	\$40
Heat Pump Water Heater	ENERGY STAR Certified Electric/ Hybrid Heat Pump Water Heater				\$100	\$900	\$1,000
PTAC	ENERGY STAR Certified PTAC				\$0	\$75	\$75
PTHP	ENERGY STAR Certified Smart PTHP				\$0	\$225	\$225

By signing this agreement, participating contractors agree to pass through the minimum incentives to Potomac Edison customers. The contractor's invoice must include a line item detailing the Potomac Edison EmPOWER Maryland discount. Invoice must state: "Discount brought to you by the Potomac Edison – MD Residential Energy Efficiency Program in support of EmPOWER Maryland. "The contractor agrees not to exceed the administrative fee as listed in the chart above and combined with distributors disclosed administrative fee.

Participating Contractor Company Name:		
Address:		
City:	State:	Zip:
Primary Contact:		
Office Phone:	Mobile Phone:	
E-mail:		
Website:		

Services Provided:

- ☐ HVAC Installs (Central Air Conditioning and Heat Pump Systems)
- ☐ Geothermal Systems

Certifications (Not a program requirement):

Is your company BPI Accredited? ☐ Yes ☐ No

Is your company NATE Certified? ☐ Yes ☐ No

License/Insurance (Program Required):

MD HVACR Master's License #: _____

Insurance Coverage Levels

- ☐ Minimum \$400,000
- ☐ Other (Amount >\$1,000,000)

Are you a Maryland certified Diverse Business Enterprise? If yes, please check the box below.

- Minority Owned Business: (MBE Certificate #) _____
- Women Owned Business: (WBE Certificate #) _____
- Disability-Owned Business: (DBE Certificate #) _____
- Veteran Owned Business: (VOSB Certificate#) _____

Agreed to by:

Honeywell Smart Energy

Participating Contractor Name

Implementing Contractor
Potomac Edison Residential Home Retrofit – HVAC Subprogram

Name

Name

Signature

Signature

Date

Date

Please email this form to: pehvacsupport@honeywell.com