

HVAC Health and Safety Program

Terms and Conditions

These terms and conditions apply to the HVAC Health and Safety Program (“Program”). The Program has been approved by the Virginia State Corporation Commission.

Any reference in these documents to “Dominion,” “Dominion Energy,” or “Dominion Energy Virginia” should be read as a reference to Virginia Electric and Power Company d/b/a Dominion Energy Virginia, as well as its authorized agents and contractors.

Enrollment Qualifications and Requirements for Participation

1. The HVAC Health and Safety Program provides in-home energy assessments and select energy-saving products at no cost to qualifying customers. Energy assessments and installations are performed by a Weatherization Service Provider (WSP) approved to participate in the Program. Resource Innovations (“Program Implementer”) will administer the Program.
2. This Program will be available for three years (the “Term”). The Program will not accept any applications for services performed before February 1, 2021. The Program will accept applications for services performed during this Term unless the Program is otherwise extended, terminated or until Program funds are no longer available. Program applications are accepted on a first-come, first-served basis until the conclusion of the Program.
3. The Program is available to qualified customers in Dominion’s service territory in the Commonwealth of Virginia (“Customers”). To qualify for the Program, a customer must be a current or new electric service customer of Dominion receiving or intending to receive electric services on a residential rate schedule and meet one of the following eligibility requirements:
 - a. Customer has a total household income that does not exceed 60% of the Virginia Median Income, as defined by the Virginia Department of Housing and Community Development’s income guidelines, found at <https://www.dhcd.virginia.gov/sites/default/files/Docx/weatherization/income-limits.pdf>;
 - b. Customer has a total household income that does not exceed 80% of the Area Median Income, as defined by Virginia Housing found at <https://www.vhda.com/BusinessPartners/PropertyOwnersManagers/Income-Rent-Limits/Pages/HUDMedianIncome.aspx>; or
 - c. Customer is 60 years or older with a total household income that does not exceed 120% of the Virginia Median Income, as defined by the Virginia Department of Housing and Community Development’s income guidelines, found at <https://www.dhcd.virginia.gov/sites/default/files/Docx/weatherization/income-limits.pdf>.
4. Customer shall certify to the income qualification requirements by signing a Customer Program Application and Assessment Form (Application) which is incorporated herein by reference.
5. Each Customer household is eligible for one assessment. Only one Application form shall be submitted per household for this Program. Customers receiving incentives

through the Program are not eligible to receive incentives for the same measures through any other programs offered by Dominion.

6. Eligible Customers must be living in single-family residences, townhomes, mobile homes, or separately metered multi-family dwellings (such as apartments or condominiums) with electric or non-electric heating and electric cooling. Eligible Customers must be responsible for the electric bill and either own the home or be able to secure permission from the owner to perform the Program qualifying installations or improvements. Customers who live in master-metered multi-family dwellings will be evaluated on a case-by-case basis to determine eligibility.
7. The Program energy assessment must be completed by a Program-qualified WSP. Customer and the WSP will enter into a separate services agreement covering WSP's installation of the Program qualified measures. The WSP will submit Customer's Application and other relevant documentation and information relating to the installation of the Program qualified measures to Program Implementer.
8. Dominion and/or its designees, including Program Implementer, any WSP, administrators and evaluation contractors reserve the right to make final determination of customer eligibility, qualifying measures, system savings, and Project cost-effectiveness, and to review installations to verify completion and measure energy savings to ensure compliance with all Program requirements. .
9. To support identification, verification, implementation and evaluation of energy efficiency measures at Customer's residence, Customer shall permit Dominion, Program Implementer, WSP and each party's subcontractor's access to the Customer's residence during normal business hours. In the case of a rental, Customer certifies that Customer has obtained appropriate permission from the building owner. Customer will provide any requested information relating to the facilities, systems, and installed equipment, as requested by Dominion or Program Implementer to allow for verification of compliance with Program terms, accuracy of project documentation, and for verification of energy savings. Denial of such verification or misrepresentation of installation location or measure eligibility may result in forfeiture of Program benefits.
10. Service must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority.
11. The Customer understands that they may be contacted by Dominion via survey or questionnaire to provide feedback regarding Customer satisfaction with the Program.

Other Terms and Conditions

1. Program procedures, requirements and rebate levels are subject to change or cancellation without notice and are subject to Program funds being available and regulatory approval.
2. Dominion, its parents, subsidiaries, employees, affiliates and agents assume no responsibility for, and make no representations (express or implied) about, the performance of the equipment or equipment warranty for equipment supplied or serviced by, the quality of the work or labor performed by, the quality of the materials supplied by, and/or the acts or omissions of, itself or any participating contractor.
3. By participating in this Program, the Customer hereby agrees to indemnify, defend and hold harmless Dominion, its parents, subsidiaries, employees, affiliates and agents from any and all liability associated with the Program. Dominion shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from participation in this Program.

4. Dominion retains all rights to energy and demand savings resulting from measures installed under this Program. Dominion has the exclusive right to enroll, nominate, or offer a bid for energy or demand reductions resulting from measures installed under this Program into load management programs, demand response programs, or auctions operated by PJM Interconnection, L.L.C. ("PJM"), the regional electric transmission organization of which Dominion is a member. Customer's participation in the Program means that the Customer is consenting to Dominion sharing the Customer's pertinent information with PJM, Dominion's agents and contractors, including, but not limited to, its implementing contractors and its measurement and verification vendor. Pertinent customer information includes account holder name, account number, energy usage and billing information, address, other contact information, measures installed, period of installation, demand/energy reductions resulting from measures installed under this Program and the technical basis for such reductions, loss factors, coincidence factors, interactive factors, building type and other information necessary to implement and monitor the Program including other information as required by PJM or any other regulatory authority.
5. These Program specific terms and conditions are in addition to the terms and conditions of service currently on file with the Virginia State Corporation Commission and contained in any Application or agreement between the Customer, the WSP, the Program Administrator, and/or any other Program vendor. To the extent there is any conflict among such terms and conditions, these Program specific terms and conditions shall control.

Resource Innovations Terms and Conditions

1. Customer acknowledges that Program Implementer and the WSPs are independent contractors with respect to the Program, and neither Program Implementer nor the WSPs, nor any employees of Program Implementer or the WSPs are employees or agents of Dominion Energy. WSPs are not authorized to make representations or incur obligations on behalf of Dominion Energy or Program Implementer. Participation as a WSP does not constitute an endorsement by Dominion Energy or Program Implementer, nor does it certify or guarantee the quality of work performed.
2. Customer acknowledges that while the Program provides energy assessments and identification of energy savings opportunities and measures available at the Customer's facility, neither Dominion Energy nor Program Implementer will install any equipment or implement any efficiency measures. Customer shall independently evaluate all information provided by the Program related to estimates of energy savings or costs and selection or implementation of projects. Customer understands that actual energy savings may differ from those estimated in the energy assessment report due to variations in individual energy use habits, home characteristics, and any applied energy efficient measures. Customer is solely responsible for the selection of equipment or measures to be installed or implemented and for the selection of a service provider to complete the installation of and implementation of any equipment or measures. Customer acknowledges that the WSP or a third party contractor hired by the WSP for installation services is not an agent, contractor or subcontractor of Dominion Energy or Program Implementer. Responsibility for delivery and workmanship related to the installation of any equipment or services the Customer procures with WSP or a third party contractor exclusively rests with the WSP or the third party.
3. By signing the Application, Customer authorizes and acknowledges that Dominion Energy may duplicate, disseminate, release and disclose Customer's information relating to an Application (including the entirety of its contents), and any other information related to the Customer's participation in the Program, including but not limited to Dominion Energy account information and billing data, energy usage, billing information home characteristics, and installed energy measures and tax identification numbers to Program Implementer and WSPs, as applicable, and their subcontractors authorized to provide Program services for the purposes of processing the Customer's Application, to verify or audit Program records or measure installation, operation and results. Dominion Energy – along with Program Implementer, WSP, and WSP's subcontractors – shall safeguard Customer's information and treat Customer's personal identifiable information as confidential. Customer understands that Dominion Energy, Program Implementer, WSP, and such subcontractors may be required to disclose Customer information (including Customer's personal identifiable information) in connection with state and/or federal law enforcement, fraud prevention, regulation, and other legal action; in those cases, Dominion Energy, Program Implementer, WSP and such subcontractors shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure. If Customer has been referred to the HVAC, Health and Safety Program via the Virginia

Department of Housing and Community Development, Customer understands that information based on Customer's participation in this Program may be shared with the Virginia Department of Housing and Community Development, and Customer consents to the sharing of this information. Dominion Energy reserves the right to publicize Customer's participation in this Program. Customer may opt out of such publication in writing provided to Dominion Energy.

4. Customer understands that actual energy savings may differ from those estimated on the report provided by WSP due to variations in individual energy use habits, home characteristics, and any applied energy efficient measures
5. To the fullest extent allowed by law, Dominion Energy and Program Implementer's total liability, regardless of the number of claims, is limited to the amount of the incentive payment approved in accordance with the Application, and Dominion Energy, Program Implementer and their respective affiliates, directors, employees, contractors, agents, and service providers shall not be liable to the Customer or any other party for any other obligations
6. CUSTOMER EXPRESSLY AGREES THAT ALL CONTROVERSIES, DISPUTES, OR CLAIMS RELATING TO OR ARISING UNDER ANY PORTION OF THE PROGRAM APPLICATION AND TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY ACTUAL OR POTENTIAL CLAIMS REGARDING THE ACCESS, DISCLOSURE, OR USE OF CUSTOMER'S PERSONAL INFORMATION (INCLUDING BUT NOT LIMITED TO NAMES, ADDRESSES, EMAIL ADDRESSES, TAXPAYER IDENTIFICATION NUMBERS, EMPLOYER IDENTIFICATION NUMBERS, ACCOUNT NUMBERS, OR ANY OTHER INFORMATION THAT IS ABOUT OR COULD BE USED TO IDENTIFY THE CUSTOMER) SHALL BE SETTLED BY BINDING ARBITRATION. CUSTOMER, Dominion Energy AND PROGRAM IMPLEMENTER EXPRESSLY WAIVE ANY RIGHT TO PURSUE OR DEFEND CLAIMS IN ARBITRATION AS PART OF A CLASS. ALL DISPUTES REGARDING THE ARBITRABILITY OF ANY CLAIM SHALL BE DECIDED BY A COURT OF COMPETENT JURISDICTION. CUSTOMER FURTHER AGREES THAT ANY CLAIMS SHALL BE LIMITED TO ACTUAL INJURY SUSTAINED BY THE INDIVIDUAL AS A DIRECT RESULT OF ANY UNAUTHORIZED ACCESS, USE, OR DISCLOSURE OF PERSONAL INFORMATION AND THAT CUSTOMER MAY NOT SEEK PUNITIVE, CONSEQUENTIAL, OR OTHER STATUTORY DAMAGES.
7. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Virginia. The parties hereto hereby agree and consent that the exclusive, proper and preferred venue of any claim or cause of action concerning these Terms and Conditions shall lie in the county where the project is taking place for purposes of disputes concerning or arising under, and enforcement of, the Terms and Conditions