

# Dominion Energy Income and Age Qualifying Solar Program

## Terms and Conditions

These terms and conditions apply to the Income and Age Qualifying Solar 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 Income and Age Qualifying Solar Program provides the installation of a 3 to 5 kW solar photovoltaic (PV) system, system maintenance, and system removal at no cost to qualifying customers. Solar assessments and installations are performed by a Solar Installer and overseen by a weatherization service provider (“WSP”) approved to participate in the Program. Resource Innovations (“Program Implementer”) will administer the Program.
2. This Program consists of 2 phases: Installation Phase, and Maintenance Phase. The Installation Phase will be available for three years beginning July 1, 2022 and ending April 30, 2025. Applications will not be accepted before or after this time period. The Program will accept applications for services performed during the Installation Phase 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. The Maintenance Phase will last 25 years after the date of installation, unless otherwise terminated as stated in these Terms and Conditions.
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 (i) have previously participated in one of Dominion’s Income Qualifying programs or the HVAC Health and Safety Program, (ii) be a current or new electric service customer of Dominion receiving or intending to receive electric services on a residential rate schedule, and (iii) 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.virginiahousing.com/partners/rental-housing/income-limits>; 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>.
  - d. Eligible customers must reside in a single-family, townhome, or mobile home placed on a permanent foundation, be responsible for the electric bill and either own the

- home or be able to secure permission in writing from the owner to perform the program qualifying installations or improvements.
- e. Organizations providing residential services to income and age qualifying individuals who participate in or have already participated in one of Dominion Energy's Energy Efficiency programs, for the installation of measures that reduce heating or cooling costs and enhance health & safety of the residence at any premises where people reside, may qualify. This includes repairs and improvements to the home's heating or cooling system and the installation of energy saving measures.
  4. Customer shall certify to the income eligibility 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 solar site analysis and installation. Only one Application form shall be submitted per household for this Program. Customers receiving the installed solar equipment through the Program are not eligible to receive incentives for the same measures through any other programs offered by Dominion.
  6. The Program solar assessment must be completed by a Program-qualified Solar Installer. Customer and the Solar Installer will enter into a separate services agreement covering Solar Installer's installation of the Solar PV system. The Solar Installer or WSP will submit Customer's Application and other relevant documentation and information relating to the installation of the Solar PV system.
  7. 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 size, and Project cost-effectiveness, and to review installations to verify completion and to ensure compliance with all Program requirements.
  8. The Program will provide installation of a solar PV system on the Customer's roof or property; maintenance, repairs, and monitoring for a period of 25 years; and removal of the PV system after 25 years. After the 25-year period, Customer may choose to keep the solar PV system and assume all responsibility for monitoring, maintenance and repairs, or have the PV system removed from the property.
  9. The Customer may choose to have the system removed at any time during the 25 years following installation.
  10. If the property is sold, the system will transfer to the new homeowner. Dominion will continue to cover the maintenance, repairs, and monitoring of the PV system for the duration of the 25-year period.
  11. Should the home be sold, the new homeowner will assume the system and the participation in the program. Either the Customer, prior to the sale may request it removed, or the purchaser of the home may request to have it removed.
  12. Once the system has been removed, the home and Customer will be removed from the Program.
  13. The transfer of ownership and participation in the Program may occur only once during the maintenance period. Should the home be sold a second time, the Program will no longer be responsible or have any obligations for monitoring, maintenance, removal or repairs. The new owner will assume all responsibility and financial obligations for monitoring, maintenance and repairs, or the removal of the system.
  14. The energy generated by the solar PV system is meant to offset a portion of the Customer's energy usage. The energy production is not guaranteed to cover all the Customer's energy usage.
  15. To support identification, verification, implementation and evaluation of Solar PV measures at Customer's residence, Customer shall permit Dominion, Program Implementer, WSP, and Solar Installer to the Customer's residence during normal

business hours. In the case of a rental, Customer has obtained appropriate written permission from the building owner to enter the property. 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 production. Denial of such verification or misrepresentation of installation location or measure eligibility may result in forfeiture of Program benefits.

16. Service must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority.
17. 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 are subject to change or cancellation without notice and are subject to Program funds being available and regulatory approval.
2. Dominion or Program Implementer, their 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 and the Program Implementer, their parents, subsidiaries, employees, affiliates and agents from any and all liability associated with the Program. Dominion nor the Program Implementer 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 Solar Renewable Energy Certificates created under the Program. A Solar Renewable Energy Certificate means the certificate or other transferable indicia associated with one (1) megawatt hour (MWh) of electricity generated by solar photovoltaic electric generating equipment installed under the Program.
5. 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.
6. 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 Implementer, 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.

7. Customer acknowledges that Program Implementer, WSPs, and Solar Installers are independent contractors with respect to the Program, and neither Program Implementer WSPs, nor Solar Installers, nor any employees of Program Implementer, WSPs, or Solar Installers are employees or agents of Dominion Energy. Customer acknowledges that the WSP or Solar Installer are neither agents, contractors or subcontractors of the Program Implementer. WSPs and Solar Installers are not authorized to make representations or incur obligations on behalf of Dominion Energy or Program Implementer. Participation as a WSP or Solar Installer does not constitute an endorsement by Dominion Energy or Program Implementer, nor does it certify or guarantee the quality of work performed.
8. Customer acknowledges that while the Program provides Solar PV installations, neither Dominion Energy nor Program Implementer will install any equipment or implement any measures. Customer shall independently evaluate all information provided by the Program related to estimates of energy generation or costs and selection or implementation of projects. Customer understands that actual energy generated may differ from those estimated in the solar report due to variations in weather, home characteristics, and shading. Customer is solely responsible for the selection of a service provider to complete the installation of and implementation of any equipment or measures. Responsibility for delivery and workmanship related to the installation of any equipment or services the Customer procures with WSP or Solar Installer exclusively rests with the WSP or the Solar Installer.
9. 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, WSPs, and Solar Installers 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 Solar Installers – shall safeguard Customer's information and treat Customer's personal identifiable information as confidential. Customer understands that Dominion Energy, Program Implementer, WSP, Solar Installer, 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 Income and Age Qualifying Solar 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.
10. 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.

11. 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.
12. 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.