



## Residential Smart Thermostat Purchase Program

### Terms and Conditions

These terms and conditions apply to the Residential Smart Thermostat Purchase Program ("Program"). The Program was approved by the North Carolina Utilities Commission. Any reference in these documents to "Dominion," "Dominion Energy," or "Dominion Energy North Carolina" should be read as a reference to Virginia Electric and Power Company d/b/a Dominion Energy North Carolina, as well as its authorized agents and contractors.

#### **Enrollment Qualifications and Requirements for Participation**

1. Purchase must be made on or after April 15, 2021.
2. Program participant must be a Dominion residential customer living in a single-family detached residence, a single-family attached residence (such as a townhome), or a single-family manufactured home (such as a mobile home or modular home), ("Customer") in North Carolina. The Customer must receive Electric Supply Service and Electric Delivery Service in accordance with a residential rate schedule, such as Schedule 1. Customer must be the party that is responsible for the electric bill and either own the home or otherwise able to secure permission to complete measures. Customer's dwelling must have electric heating and cooling with an air source heat pump, ductless mini split heat pump, or geothermal heat pump.
3. In order to qualify for a rebate incentive, the purchased device must be an ENERGY STAR® certified smart thermostat with a confirmed connection to the Customer residence's wireless internet connection that controls the residence's heat pump system. The list of eligible product manufacturers can be found at [www.DomSavings.com/nc/stats](http://www.DomSavings.com/nc/stats)
4. Customer is eligible to receive rebate incentives for a maximum of two (2) unique qualifying purchased smart thermostats used on different heat pump systems during the program time period.
5. Customers choosing to enroll in the Dominion Smart Thermostat Demand Response or Behavioral Programs must complete a separate enrollment process to qualify for those separate rebate programs.
6. Dominion and/or its designees including program administrators and evaluation contractors reserve the right to review qualifying premises and equipment to verify completion and measure energy savings to ensure compliance with all Program requirements and to evaluate Program results. Such reviews will be made at a time convenient to the applicant. Denial of such verification or misrepresentation of installation location or Customer eligibility may result in forfeiture of the rebate.
7. Purchase must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority.
8. The Customer understands that it may be contacted by Dominion via survey or questionnaire to provide feedback regarding Customer satisfaction with the Program.

#### **Payment**

1. Rebate application must be submitted by the customer within 90 days of the purchase date. Failure to provide any of the required information will delay processing of Customer's application and could result in nonpayment. It is the Customer's responsibility to assure that all requirements for the rebate are met. Dominion retains the right to deny participation to Customer for failure to comply with the enrollment qualifications and requirements for participation.

2. Rebate payments are based on the date of purchase. Customers must abide by the rules and rebate levels in effect on the date of purchase, which can be found at [www.DomSavings.com/nc/stats](http://www.DomSavings.com/nc/stats)
3. Payment will be issued to the account holder and mailing address on record with the utility unless the Customer has authorized in writing, pursuant to Dominion's own online marketplace purchase option and the directions located there, that payment be made to the retailer or eligible product manufacturer found at [www.poweredbyefi.org/dominionenergy](http://www.poweredbyefi.org/dominionenergy)
4. Please allow up to 90 days from the date all required information is received to process your rebate.
5. Customer is urged to seek appropriate consultation concerning any tax liabilities that could be associated with the receipt of the rebate.

#### **Other Requirements**

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 or warranties (express or implied) about any aspect of Customer's participation in this Program, including, but not limited to, the quality or performance of the equipment involved or products purchased, the quality of any work, labor and/or materials supplied, and/or the acts or omissions of itself or any vendor or contractor participating in the Program.
3. By participating in this Program, the Customer hereby agrees to indemnify, defend and hold harmless Dominion, its parents, subsidiaries, employees, affiliates, contractors, 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 for a maximum of four years. To the extent applicable, Dominion has the exclusive right to enroll, nominate, or offer a bid for energy or demand reductions resulting from measures installed under all its approved energy efficiency and demand response programs into load management programs, demand response programs, or auctions operated by PJM Interconnection, L.L.C. ("PJM"), the regional electric transmission entity of which the Company is a member. Customer's participation in this 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, any implementation partners, contractors and its measurement and verification vendor. Pertinent Customer information includes, but is not limited to, energy usage and billing information, account holder name, 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, type of equipment or appliance at the home, 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 North Carolina Utilities Commission and contained in any agreement between the Customer and a Program vendor or implementation partner.
6. Customer understands and affirms that the installed measures associated with this rebate application have not been, and will not be, incentivized or otherwise financially supported by any other Dominion Energy-sponsored energy efficiency program. Under no circumstances may a program measure be incentivized twice except as otherwise noted in the Program Terms and Conditions regarding allowances for multiple rebate applications (when applicable).