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Commercial & Industrial Programs: Program Ally Code of Conduct

General

The Program Ally Code of Conduct sets forth the expectations and guidelines for any vendor, manufacturer, distributor, contractor, or any other provider of products and/or services (collectively, “contractors”) that participates as a “Program Ally” in the Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company (collectively FirstEnergy’s Ohio utilities) Commercial & Industrial (“C&I”) Commercial Lighting program (“Program”).

FirstEnergy’s Ohio utilities and its Programs Implementation Supplier, CLEAResult, provide a list of Program Allies as a convenience for customers seeking assistance with energy savings related products and services. Participating Program Allies are independent contractors and are not affiliated in any way with FirstEnergy (“FirstEnergy” includes all FirstEnergy companies (including FirstEnergy’s Ohio utilities), affiliates, subsidiaries, employees, contractors, agents, officers, and directors thereof) or CLEAResult (“CLEAResult” includes its employees, contractors, agents, officers, and directors). Customers are solely responsible for dealing directly with participating Program Allies in all aspects of their interaction including, but not limited to, definition of scope of work, costs, contractual terms and conditions, and the level of accuracy required when estimating energy savings

Neither FirstEnergy nor CLEAResult recommend, endorse, or otherwise promote any Program Ally or make any representations or warranties regarding the products and/or services provided by Program Allies, nor are they responsible or liable for any work or services performed by Program Allies, including but not limited to any Program Ally subcontractors, consultants, and/or suppliers (“Program Ally Subcontractors”). Neither FirstEnergy nor CLEAResult are responsible for determining whether any work, services, and/or products provided by Program Allies and/or Program Ally Subcontractors, comply with any particular law, codes, or industry standards; achieves any particular results; or are safe or adequate for their intended purposes.

Neither FirstEnergy nor CLEAResult is responsible for the performance of any equipment, or equipment warranty, sold or provided by a Program Ally or Program Ally Subcontractor. Neither FirstEnergy nor CLEAResult assumes any responsibility for the quality of the work, including labor and/or materials supplied, by a Program Ally or Program Ally Subcontractor. FirstEnergy is not responsible for any acts or omissions of any Program Ally and/or Program Ally Subcontractor.



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Business Conduct

Each Program Ally agrees to conduct business in an honest and ethical manner as follows:

1. Avoid conflicts of interest in all business practices and interactions.
2. Comply with applicable laws, ordinances, regulations, codes, and all Program-specific requirements.
3. Fulfill contractual obligations on contracts made with customers.
4. Work in an ethical fashion to provide services in the best interest of the customer.
5. Any work that is done and submitted to the Program will be done in a manner that does not adversely affect the Program business, operations, reputation, or goodwill.

This includes:

- Respectful treatment of the customer's facility and property, including communication with the customer and CLEAResult when damage to the facility or property has occurred as a result of a Program Ally project implementation. All restoration and/or reparations will be made within a reasonable amount of time.
- Truthfulness in all aspects of engagement with customers. Misrepresentation of a Program Ally's company or services will not be tolerated. This includes, but is not limited to:
 - Misrepresenting oneself or one's company as being part of or affiliated with the Program, FirstEnergy's Ohio utilities, or FirstEnergy. This includes misrepresenting oneself as an employee, contractor, sub-contractor, agent, officer, or director of FirstEnergy's Ohio utilities or FirstEnergy.
 - Misrepresenting the benefits, financial or otherwise, of a product or service the Program Ally offers.
- Truthfulness in all aspects of engagement with the Program. This includes accuracy on the completion and customer eligibility of submitted applications and reports, as well as the attributed savings resulting from



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retrofits and the installation of approved equipment. Misrepresentation of project work will not be tolerated. This includes, but is not limited to:

- Falsifying invoices/applications, including, but not limited to, invoice dates, equipment costs, make and model, quantities, installation address, and date.
 - Forging of customer signatures.
 - Applying for incentives on equipment that is not operational.
 - Providing inaccurate information regarding existing or proposed equipment.
6. Maintain respect in communication and interaction with CLEAResult, FirstEnergy's Ohio utilities' staff, and customers.

Program Participation Requirements

To remain listed as a Program Ally, contractors must, as outlined below, adhere to:

- (1) Customer Service Requirements
- (2) Program Ally Participation Requirements
- (3) Program Ally Invoice Policy and Procedures.

The Program is not responsible for any losses incurred as a result of a Program Ally and/or Program Ally Subcontractor not meeting Program requirements, including, but not limited to, not receiving incentive pre-approval, submitting applications after Program deadlines, failing to provide appropriate invoicing, or not meeting equipment eligibility requirements.

Customer Service Requirements

1. Provide responses within two (2) business days for phone and email inquiries. If unable to fully respond within two (2) business days, the Program Ally should provide an estimate of the time needed to fully respond, based upon the complexity of the inquiry.



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2. Honor scheduled appointments. When unable to attend scheduled customer appointments, the Program Ally should notify the customer in a reasonable amount of time before the scheduled visit.
3. Develop clear job proposals encompassing all involved costs, including performance and savings claims, and projections, if applicable.
4. Provide all Program paperwork to the customer within ten (10) business days of initial customer inquiry, unless the customer has been given a different timeframe.
5. Submit applications to Program for Program incentives within the timeframe specified on the Program documentation, along with detailed invoices showing quantities, equipment costs, installation costs, make, model, and serial numbers when required.
6. When applicable, an energy efficient equipment option should be offered as an alternative solution when non-energy efficient equipment is also being considered.

Program Ally Participation Requirements

1. The Program Ally must provide a valid W-9 form that has been signed (wet signature) and dated within the last twenty-four (24) months.
2. The Program Ally must maintain necessary certifications, applicable licensing, and maintain the customary and legally required insurance coverages for their business type. Upon request, the Program Ally must supply evidence of current insurance.
3. The Program Ally must participate in at least two (2) projects per calendar year to avoid removal from the Program Ally list.
4. Upstream Program participants, including distributors, lighting retailers, manufacturers, manufacturer's representatives, and consultants, will only be subject to the provisions in (1) and (2) above.
5. Failure to comply with the Program Ally Code of Conduct or Program's Terms and Conditions is subject to review and may lead to removal from the Program Ally list and the Program.



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Program Ally Invoice Policy and Procedures

Where a receipt is required to initiate payment of a Program incentive for a project, the Program Ally must adhere to the policy below when providing documentation to Program. When a customer assigns the Program incentive to a Program Ally, the Program Ally assumes all risk associated with receiving the Program incentive, and with providing estimated Program incentives to customers prior to receiving Program approval. The Program Ally assumes all risks associated with any changes to the Program incentives, based on not meeting Program requirements, non-qualified equipment, and/or other reasons as determined by Program. Submission of any application does not give rise to any obligation to distribute any Program incentive by FirstEnergy.

1. Program Allies must document equipment and installation costs.
 - Equipment consists of tangible, physical pieces of machinery or equipment purchased by the Program Ally for the purpose of an energy efficiency project (e.g. chiller, variable frequency drive (“VFD”)). The equipment price may include tax or other mark-ups passed on to the customer. This price must represent the actual price the end-use customer is paying for the piece of equipment. **Note:** Changes in costs as compared to those used for pre-approval may adjust the final Program incentive.
 - Installation costs should be identified separately from equipment costs. Installation costs include labor and overhead costs associated with installing the equipment (i.e. the sum of any associated costs such as trip charges, hourly labor rate, and rental equipment).

2. Procedure

- **Prescriptive Incentives**
 - Program Allies must provide Program with a detailed invoice identifying the following:
 - Equipment installed (Make/Model Number): This is required to verify that the equipment installed qualifies for Program incentives.
 - Quantity of equipment installed: This is required to verify that the quantity of equipment installed aligns with the Program application.
 - Itemized costs for all equipment: This is required to verify individual costs. Some Program incentives (e.g. Controls, LED’s, etc.) may be capped.



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- The final invoice provided to Program must be the same invoice the customer is receiving.
- **Custom Incentives**
 - Program Allies should provide Program with a simple invoice, detailing the equipment installed (including model number(s), quantities, etc.) when requesting payment of a Custom Incentive. The invoice should be sent in addition to the Payment Request form.
 - The final invoice provided to Program must be the same invoice the customer is receiving.
 - In the event the Custom project is a portion of a larger-scope project, an estimate of the specific project cost should be provided.
 - Custom Incentives are capped at 50% of the total project cost up to \$500,000.
- **Performance Based Incentives**
 - Program Allies must provide Program with a detailed invoice identifying the following:
 - Equipment installed (Make/Model Number): This is required to verify that the equipment installed qualifies for Program incentives.
 - Quantity of equipment installed: This is required to verify that the quantity of equipment installed aligns with the Program application.
 - Itemized costs for all equipment: This is required to verify individual costs. Some Program incentives (e.g. Controls, LED's, etc.) may be capped.
 - The final invoice provided to Program must be the same invoice the customer is receiving.
 - Performance-based lighting incentives (\$/kWh) are capped at the total equipment cost.



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Ramifications for Non-Compliance with Program Ally Code of Conduct

CLEAResult will utilize a tiered corrective action procedure for non-compliance with any of the requirements detailed in this document. Program Allies will be given a written warning on their first offense, with the potential for dismissal after a second offense. The warning and dismissal do not need to be for related offenses. CLEAResult reserves the right to exercise full discretion in Program Ally expulsion for all non-compliance issues, particularly those involving fraud and improper customer interaction.

1. First offense: Formal written notice - It is at the discretion of Program to increase inspection rates activities based on the non-compliance issue.
2. Second offense: Program Ally suspended indefinitely from Program. CLEAResult reserves the right, at its sole discretion, to apply the suspension of a Program Ally to: (a) other Program Allies with common ownership; or (b) another company with common ownership that is applying to enroll in Program. Suspension from this C&I Program will prevent a contractor from participating in other FirstEnergy initiatives.