



Texas-New Mexico Power Company
Single Family Low Income
Weatherization Program Manual

2019

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1 Program Description

The Texas-New Mexico Power Company (TNMP) Low Income Weatherization Program provides incentives for the installation of energy efficiency measures in the single family homes of low-income customers. The program is administered by Frontier Energy (Frontier); Frontier and non-profit agencies coordinate all work conducted on participants' homes. All measures are approved based on providing a cost-effective improvement in energy efficiency.

Under electric utility restructuring, funding for energy efficiency programs comes from the electric distribution companies, e.g. TNMP, and not from the retail electric providers, e.g., TXU, Reliant Energy, etc. TNMP funds various energy efficiency programs for residential customers including several Standard Offer Programs (SOP) and Market Transformation Programs (MTP). This manual covers only the single family sector of TNMP's Low Income Weatherization (LIW) Program, which targets single family homes of low income qualified residents.

2 Program Eligibility Requirements

2.1 Project Sponsor Eligibility

Project Sponsors must be registered 501(c)(3) or 501(c)(4) entities, housing authorities or local government agencies. They must be able to identify eligible customers and validate income eligibility using the Texas Administrative Code Rules adopted for Energy Assistance Programs. Sponsors must have sufficient staff or manage contractors to perform assessments, the installation of measures, and data entry.

Persons who will be performing assessments must be certified, or working under the direct supervision of an agency staff member with one of the approved certifications. As an option, agencies may enter into subcontract arrangements with qualified firms to provide assessment services.

Certifications that are acceptable for those performing assessments are listed in the table below.

<u>Certification Type</u>	<u>Certifying Organization</u>
HERS Rater	Residential Energy Services (RESNET)
HESP (Home Energy Service Professional)	RESNET
Energy Smart Contractor	RESNET
Building Analyst Professional	Building Performance Institute (BPI)
Envelope Professional	BPI
Infiltration and Duct Leakage Certification	BPI

Upon request, agencies will be required to produce documentation of certification for all those who are to be performing assessments.

2.2 Customer Eligibility

To be eligible for the program, participants must be a TNMP electric distribution service customer, i.e. their ESI ID number on the electric bill must begin with “1040051.” The ESI ID can be found on the customer’s electric bill. Eligible customers must have a household income that is 200% or less of the current federal poverty guidelines. The Federal Poverty guidelines are included as Appendix A. These federal poverty guidelines are updated annually, usually in the first quarter of the year. Updated income verification forms will be provided to participating agencies, once the guidelines are updated. Eligible customers must use electric air conditioning in their home.

Eligible customers can live in a single-family home, mobile home, or duplex with individually metered units. Multi-family properties containing three or more dwelling units may reach Stefani Case with TNMP to discuss multi-family sector options at 214-222-4174 or stefani.case@tnmp.com.

2.3 Eligible Measures

Only measures that have a Saving-to-Investment Ratio (SIR) of 1.0 or higher on the National Energy Audit Tool (NEAT) will be approved for installation. The measures that are included in the program, but not limited to, are listed below:

- Attic insulation
- Wall insulation
- Light Emitting Diodes (LEDs)
- Replacement central air conditioners with an SEER of 14.5 or higher
- Replacement heat pumps with a SEER 14.5 or higher and HSPF of 8.5 or higher
- Attic Encapsulation
- Air infiltration control measures
- Duct sealing (alternate method accepted)
- Water heating measures (electric water heaters only)
- Solar screens

2.4 Ineligible Homes

To be more consistent with TDHCA guidelines, homes with any of the following conditions will not be eligible for weatherization.

- Any mold present

- Tarp on roof, obvious roof damage or water damaged sheetrock
- Sheet rock missing in ceiling
- Severe foundation problems
- Non-working plumbing, e.g., toilets
- Red-tagged gas appliances

Agencies should make every attempt to screen for these conditions prior to scheduling an assessment. In the event the customer does not disclose any of these conditions and the assessor determines after inspecting the home that the home is not eligible due to one or more of the above conditions, the agency will be eligible for a \$75 payment. If this incentive is paid for a home that subsequently is repaired and is now eligible, the \$75 will be deducted from any future assessment incentive payment for that home.

3 Responsibilities of Frontier Associates

As implementer for the Program, Frontier’s responsibilities include the following:

- Recruit non-profit agencies to participate in the program
- Provide on-line tools to manage installations and reporting
- Provide technical support to agency staff performing data entry in program database
- Provide updates of program requirements
- Make payments to participating agencies
- Conduct inspections of completed projects to verify installations

4 Incentives

4.1 Assessment Incentive

The table below lists incentives for assessments for 2019.

Assessment Type	Incentive
Single-family NEAT with blower door and duct blaster	\$375
Same as above with no duct blaster	\$275
Allowance for single-family homes > 30 miles from nearest Agency office	\$50
Home assessments resulting in ineligible status	\$75

4.2 Measure Incentives

The incentive for each measure is determined by the agency. Before any data is entered in the NEAT audit program or in the TNMP LIW database costs for each measure must be provided by

the agency. The incentive for each approved measure will be calculated by multiplying the cost per measure by 1.08 to reflect the addition of 8% for the Admin incentive, e.g. for a measure that the agency determines costs \$100 (materials and labor) to install, an incentive of \$108 will be paid. The same costs must be entered in to NEAT. Agencies should NOT include the 8% agency Admin incentive: in other words the SIR calculation in NEAT does not include the 8% admin incentive.

4.3 Limits on Incentives

The total allowable incentive per dwelling unit is \$6,500, inclusive of any assessment incentive and the 8% agency Admin incentive.

The incentive for installation of Energy Star Omnidirectional LEDs is limited to \$10 per bulb.

5 Program Application and Agreement

5.1 Application

Register on the LIW Program website by clicking on the “First time users click here.” link. Fill out and submit the on-line application found at the following: <http://www.ehomepower.com/>

Be prepared to show proof of insurance in the amounts that were listed in your application.

5.2 Program Agreements

Agencies that are accepted into the program for the year will sign a Participation Agreement with Frontier Energy. The agreement will include the amount of funding allocated to the agency for the year, milestones for obligation of the funding, as well as other terms of the agreement.

5.3 Performance Milestones

Agency performance toward meeting program milestones will be reviewed by TNMP on or about May 1 and August 1 each program year. Agencies generally are expected to have invoiced for at least 25% of their budget allocation by May 1 and 75% by August 1. Agencies that are behind these milestones may have their allocations reduced for the remainder of the program year.

6 Program Protocol

The Texas State Legislature passed a law that requires targeted low income energy efficiency programs to “comply with the same audit requirements that apply to federal weatherization programs.” The audit software used by most federal programs is called the National Energy

Audit Tool, or NEAT. This software is in the public domain, and can be downloaded from www.waptac.org. Setup of the NEAT software for the TNMP program requires information about residential electric rates, correct weather files, and requires that the effective residential gas rate be set to \$0.000. NEAT setup files that meet these requirements will be made available to participants before the beginning of the program year. The requirement of the bill has been interpreted as requiring the use of the NEAT audit. At the time of this writing, NEAT Weatherization Assistant Version 8.9 is the most current version available for download.

Agencies will be required to download the results of the NEAT audit (“Recommended Measures Report”) into the TNMP LIW database and then enter information from the NEAT audit into the database. Only measures that score an SIR of 1.0 or greater in the “Energy Savings Measure Economics” section of the NEAT-recommended measures report will be funded. *Contact Kelly Bradford, kbradford@frontierenergy.com, if a home contains measures that have an SIR of 1.0 or greater in NEAT, but the measures are not selected for funding in the TNMP LIW database.* The TNMP LIW Program database will be used to perform the functions listed below.

- Verify ESI ID numbers and prior measure installations
- Lookup and record AHRI certification for central heat pump and air conditioning measures. AHRI or DOE certification is required for funding of these measures
- Track homes
- Submit work orders for payment by Frontier
- Submit completed homes to Frontier and TNMP

6.1 Single Family Homes

6.1.1 Income Verification

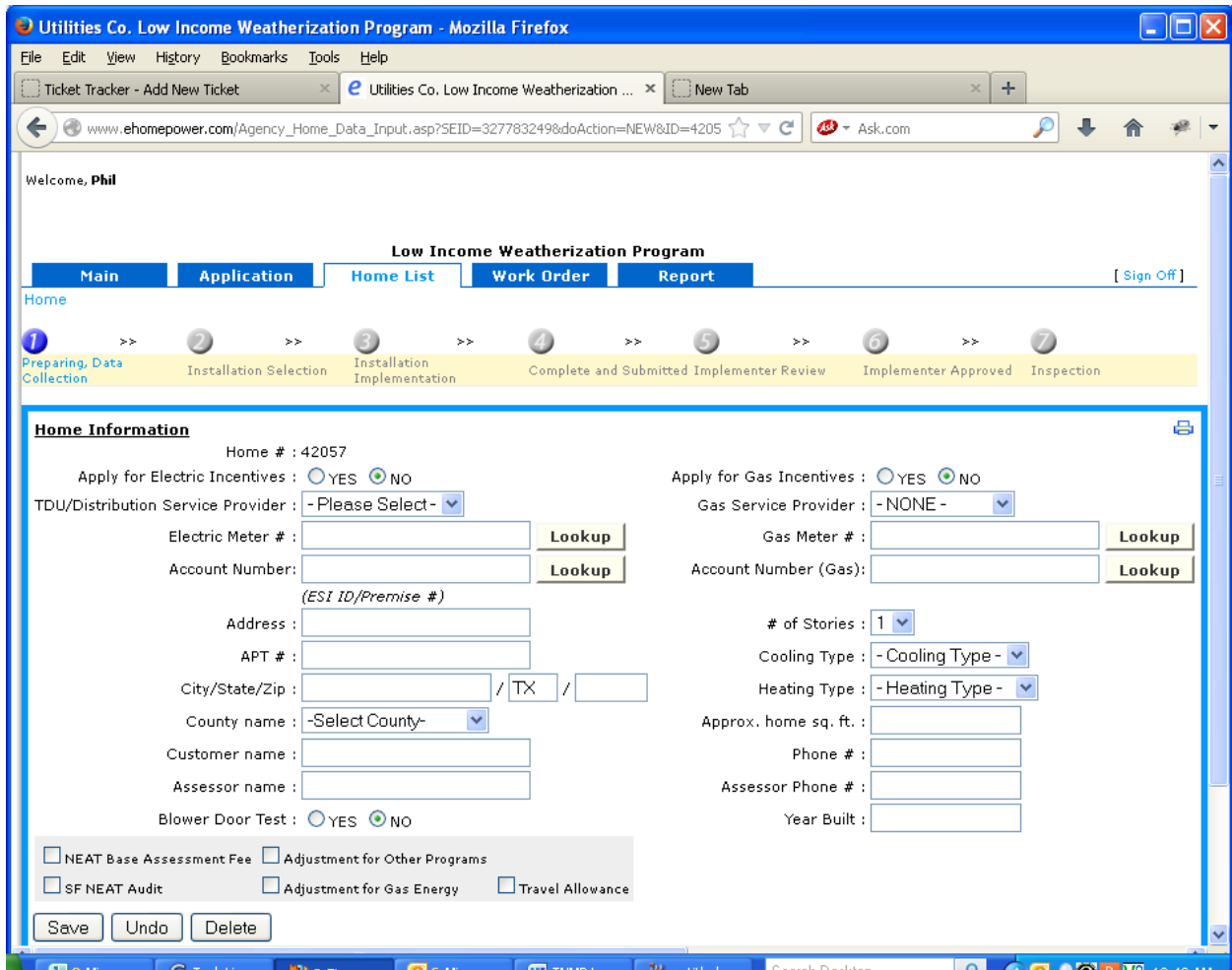
Agencies shall have the customer fill out the PUCT’s Self-Certification Form of Income Eligibility for Full Incentive Energy Efficiency Servicesto assure that the customer is eligible for the program. A current version of the form is provided in Appendix B; you can also access the form by visiting <http://www.puc.texas.gov/industry/electric/forms/Default.aspx> and scrolling down to the section on Energy Efficiency. Once completed by the customer, **Upload the Income Verification Form** in the appropriate section of <http://www.ehomepower.com/>.

6.1.2 Check for Previously Funded Measures

For single family homes, enter the home in the TNMP LIW database before assessing it to make sure that TNMP has not paid for weatherization measures in the last ten years. Obtain complete information about the home before you enter it because once you save the information at the top of the file you cannot change it.

The “Lookup” button will verify that you have the correct ESI ID or Meter Number for the home, and will auto fill the address information for home, but will do so only after you have chosen “TDU/Distribution Service Provider”.

After entering information about the house and the customer, click on “Save” to save the information. Then click on “Installation Selection” at the bottom of the file. Look at the top of the file at the “Status: Installation Selection” line. If there is a statement in red indicating “Need Pre-Approval: Duplicate Account Number,” send an email to Kelly Bradford, kbradford@frontierenergy.com, to check what measures were previously funded.



6.1.3 Assessment

An **assessment** will be a NEAT audit performed by a certified assessor. The information required to perform a NEAT audit requires a substantial amount of information about the building structure. A blower door test and a duct blaster test will be required where appropriate.

6.1.4 Data Entry

The data entry requirements have several steps:

1. The assessment information will be entered in the **NEAT program**.
2. The NEAT “Recommended Measures Report” must be **uploaded** into the TNMP LIW database in the appropriate section.
3. Information from the NEAT audit must be **entered in the TNMP LIW database** so that the incentive for the approved measures can be calculated. The costs and units (e.g. square feet, insulation R- values, number of LEDs, etc.) for measures entered into TNMP LIW database must be consistent with the costs and units entered in NEAT for the same measures.

Note that the TNMP LIW database only re-totals costs and recalculates savings when the “Installation Selection” button is selected. If you enter any new information for a home, be sure to select “Installation Selection”. (Important Note: for savings to be calculated for central AC or heat pump measures, a valid AHRI reference number is required.)

6.1.5 Work Order

When you have the information for a group of houses entered in the TNMP LIW database, you can **submit a work order**. The work order will be reviewed and paid within 10 working days of submittal, unless modifications to the work order are required. A work order can consist of one home or multiple homes: typically, a work order consists of multiple homes. You can select which homes to place on a work order by navigating to “Work Order” tab and selecting “Eligible Homes for New Work Order.”

Use check boxes to select homes to include in the work order. In order for a home to be included on a work order, the NEAT Recommended Measures Report has to have already been uploaded.

6.1.6 Measure Installation

It is the responsibility of the agencies to purchase materials and to hire and manage contractors to perform all required installations, in accordance with program requirements. In the event of a post-installation inspection failure, the agency will be responsible for taking corrective action. Failure to take corrective action will result in the removal of this measure from the database, and a reduction in future work order payments. Deliberate and/or repeated measure installation or reporting discrepancies may result in further administrative action, including contract termination.

6.1.7 Close Out

After all of the measures have been installed, you are ready to **close out the house file**. **Make necessary adjustments** in the database, if there is any difference between the measures that were approved for installation and the measures actually installed in the home. Be sure that the Customer Certification Form correctly indicates the measures that were actually installed in

the home and that the form is signed by the customer. **Upload the signed Customer Certification Form** in the appropriate section of <http://www.ehomepower.com/>. If you haven't already done so, upload the Income Verification form. If a central AC unit or heat pump was installed, **enter the condenser serial number** in the TNMP LIW database (required) and, if available, enter the coil/air handler serial number. When you are ready to close out the home, navigate to the bottom right of the home file and select "Complete and Submit". This button is not active until you have uploaded both the Customer Certification form and the Income Verification form and, for homes where Central AC or Heat Pump was installed, there was a successful AHRI lookup for the model, and the condenser serial number information has been entered.

Appendix A. 2019 Federal Poverty Guidelines

This section shows the 2019 federal poverty guidelines published by the Public Utility Commission of Texas, typically in late January or early February each year.

200% of HHS Poverty

Size of Family Unit	Annual Income	Monthly Income	Weekly Income
1	\$24,980	\$2,082	\$480
2	\$33,820	\$2,818	\$650
3	\$42,660	\$3,555	\$820
4	\$51,500	\$4,292	\$990
5	\$60,340	\$5,028	\$1,160
6	\$69,180	\$5,765	\$1,330
7	\$78,020	\$6,502	\$1,500
8	\$84,860	\$7,238	\$1,670
Each Additional Person Add:	\$8,840	\$737	\$170

Notice: Income ceilings are for **February 1, 2019 – January 31, 2020.**¹

¹ Annual updates are posted on the Public Utility Commission of Texas' website at <http://www.puc.texas.gov/industry/electric/forms/Default.aspx>. Scroll down to the section on Energy Efficiency, and the income ceilings are posted on the income certification forms listed in that section.

Appendix B. PUCT Self-Certification Form of Income Eligibility for Full Incentive Energy Efficiency Services

A copy of the form is available on the next page. You can also access the form by visiting <http://www.puc.texas.gov/industry/electric/forms/Default.aspx> and scrolling down to the section on Energy Efficiency.

**Public Utility Commission of Texas
Self-Certification Form of Income Eligibility
for Full Incentive Energy Efficiency Services**

This statement is made to verify my household income. The Public Utility Commission of Texas has authorized energy efficiency programs to reduce the utility bills of income eligible households. Contractors participating in the programs receive higher incentive payments when you are income eligible. The purpose of the higher payment is to enable the contractor to provide the improvements at very low cost or at no cost to you.

Name			
Street Address		Apartment Number	
City		TX	Zip Code
Phone Number w/Area Code		Number of Persons in Household	

I currently qualify in one of the following categories. Check the appropriate category box.

Category 1

I receive benefits from one or more of the programs listed below (check each box that applies):

<input type="checkbox"/> Food Stamps	<input type="checkbox"/> Temporary Assistance to Needy Families
<input type="checkbox"/> Medical Assistance	<input type="checkbox"/> Children's Health Insurance Program
<input type="checkbox"/> Supplemental Security Income	<input type="checkbox"/> Qualified Medicare Beneficiary
<input type="checkbox"/> Public Housing, Section 8 Housing, or Other Housing Authority Assistance	

Participating in this program will not affect your eligibility for other program benefits. If you checked one or more of the boxes in Category 1, please sign and date the form

Category 2

My total household income before taxes is at or below the amount shown in the table below as determined by completing the Income Calculation Worksheet below. (Do not check this box before completing the worksheet.)

INCOME CALCULATION WORKSHEET

Step 1-Fill out the Income Calculation Worksheet.

Instructions: Do not complete this worksheet if you checked any of the boxes in Category 1. To accurately determine your household income you must include the income of all persons residing in your home from all sources. To determine the amount of income in each category enter the amount(s) on the check or benefit statement.

Amount per: week month year

Wages from full or part-time employment as shown on paystub or W-2 form	<input type="text"/>
Unemployment or Worker's Compensation	<input type="text"/>
Social Security	<input type="text"/>
Retirement Income	<input type="text"/>
Child Support and/or Alimony	<input type="text"/>
All other earnings	<input type="text"/>
TOTAL HOUSEHOLD INCOME	<input type="text"/>

(Add the amount entered on each line to figure your total household income.)

Step 2. Compare your total household income per week, month or year to the amount shown in the table below for the number of persons in your household. If your total household income is equal to or less than the amount shown in the table you are income eligible. Please check the box next to Category Two and sign and date the form.

200% of HHS Poverty

Size of Family Unit	Annual Income	Monthly Income	Weekly Income
1	\$24,980	\$2,082	\$480
2	\$33,820	\$2,818	\$650
3	\$42,660	\$3,555	\$820
4	\$51,500	\$4,292	\$990
5	\$60,340	\$5,028	\$1,160
6	\$69,180	\$5,765	\$1,330
7	\$78,020	\$6,502	\$1,500
8	\$84,860	\$7,238	\$1,670
Each Additional Person Add:	\$8,840	\$737	\$170

* Notice: Income ceilings are for February 1, 2019 – January 31, 2020 Annual updates are posted on <http://www.puc.texas.gov/industry/electric/forms/>

SIGN BELOW: Under penalty of perjury, I certify that the above declaration is true and correct. I understand that the information is subject to audit and investigation by the Public Utility Commission of TX.

Applicant signature	Date	Contractor signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

The information provided on this form will be used solely for the purpose of determining whether your household is eligible for this program and will be kept confidential by the contractor and by the Public Utility Commission of Texas. It will not be sold or provided to any other party.

Keep a copy of this form for your records.

Appendix C. 2019 Agency Participation Agreement

PARTICIPATION AGREEMENT

TEXAS-NEW MEXICO POWER COMPANY (“UTILITY”) LOW INCOME WEATHERIZATION PROGRAM

ADMINISTERED BY FRONTIER ENERGY, INC.

PROGRAM YEAR 2019

- 1.0 This Participation Agreement is between Frontier Energy, Inc., hereinafter known as Frontier, and _____, hereinafter known as the Participant or Agency, who seeks to participate in the Low Income Weatherization Program.

Whereas Frontier has been engaged by Texas-New Mexico Power Company (“TNMP”, “Utility”), a Texas corporation, to assist with delivery of energy efficiency services to certain income-qualified electric distribution customers via the Low Income Weatherization Program (the “Program”); and

Whereas, Frontier desires to permit Participants to obtain incentives for eligible energy efficiency measures and services installed or performed at eligible residential properties as described in the current Program Manual, and Participant desires access to such incentives:

- 2.0 Referenced Documents. All Work shall be accomplished in accordance with this Participation Agreement, the current Program Manual and any other program information or updates provided by Frontier to Participant via the program website, program-related documents and forms, or other communication from Frontier or Utility staff, and the current version of the Texas TRM.
- 3.0 Intellectual Property Rights. This Participation Agreement does not convey ownership or any intellectual property rights to work product that Frontier developed, in whole or in part, prior to this agreement.
- 4.0 Liability. Notwithstanding any other provisions in this agreement to the contrary, the liability of Frontier with respect to this Participation Agreement shall not exceed the total price of this agreement, whether remedy is sought in contract, tort (including negligence), strict liability, warranty, indemnity or other legal theory. In no event shall Frontier be liable to Participant in contract, tort (including negligence), strict liability, warranty, indemnity or other legal theory for any special, indirect, incidental, or consequential damages, such as but not limited to loss of anticipated profits or revenue, loss of use or non-operation, or increased expense of operation.

- 5.0 Term. The term of this Agreement shall end on December 31, 2019, unless extended per mutual written consent by Frontier and Participant. All Authorized Work shall be completed by November 30, 2019, unless a modified timetable is agreed to in writing by both parties.
- 6.0 Funding Allocation. Participant is awarded an initial allocation of \$_____ to be used in the Program in the current year. This allocation shall cover all costs of determining participant eligibility, conducting assessments, installing eligible measures, and agency administrative incentives. The Agency is wholly responsible for managing its allocation to ensure it does not overspend during the program year.
- 7.0 Performance Milestones. Participants must demonstrate they are on track to spend the funding allocated to them in a timely manner. Frontier will review Participant progress throughout the program year, and may increase or decrease a Participant's allocation depending on such progress. Agency performance toward meeting program milestones will be reviewed by TNMP on or about May 1 and August 1 each program year. Agencies generally are expected to have invoiced for at least 25% of their budget allocation by May 1 and 75% by August 1. Agencies that are behind these milestones may have their allocations reduced for the remainder of the program year.. Frontier shall notify Participants of any changes to a Participant's allocation in writing to the Participant.
- 8.0 Customer Outreach and Eligibility Determination. Agency will utilize its own resources to identify eligible customers, and shall verify income eligibility using eligibility verification procedures outlined in Texas Administrative Code (TAC) Rules for Energy Assistance Programs. Agency will verify that the customer premise is in the electric distribution service territory of Utility by obtaining the ESI ID number or meter ID number from the customer and inputting this number into the program database.
- 9.0 Assessments. For customers determined to be eligible using the procedures outlined in Section 8.0, Agency shall conduct an assessment using the National Energy Audit Tool (NEAT audit) to determine the applicability and Savings-to-Investment (SIR) ratio for the following energy efficiency measures:
- 9.1 Attic insulation
 - 9.2 Wall insulation
 - 9.3 Light Emitting Diodes (LEDs) to replace incandescent lighting
 - 9.4 Solar screens
 - 9.5 Replacement ENERGY STAR central air conditioners and heat pumps
 - 9.6 Low flow showerheads (for electric water heaters)
 - 9.7 Pipe insulation for hot water pipes (for electric water heaters)
 - 9.8 Air infiltration control measures
 - 9.9 Duct sealing

This assessment will include a blower door and duct blaster test wherever applicable. As part of the assessment, the Agency is responsible for verifying that the health and safety of customers will not be impacted by the installation of any of the above measures. This may include, but is not limited to: conducting lead-safe renovation practices in accordance with US EPA regulations; and verifying pre- and post-installation carbon monoxide levels and pre- and post-installation ventilation rates.

- 10.0 Assessment Incentive. The incentive for conducting assessments is based on performance of the NEAT Audit (including pre- and post-installation blower door test and, if applicable, pre- and post-installation duct leakage measurement), or on use of the multifamily priority list. Incentives, and any limits thereon, are as described in the current year's Program Manual.
- 11.0 Determination of Measures to be Installed. The NEAT audit will be configured with measure cost, weather, and Utility rate data specific for the Program. The NEAT audit will be used to determine which measures are eligible to be installed, up to the **maximum expenditure of \$6,500 per home including assessment costs.** Agency shall input measure data from measures recommended by the NEAT audit into the program database. The program database will be used to calculate and track assessment incentives, measure installation costs and administrative payments.
- 12.0 Work Order Submittal. Agency shall submit work orders via the program database. Work orders shall consist of a list of homes for which an assessment has been completed, including installation cost and savings estimates. Agency shall upload a copy of the Income Verification Form and a copy of the NEAT audit report via the program database before work order submittal.
- 13.0 Work Order Payment. Frontier shall provide payment for properly-submitted work orders within thirty calendar days of submittal. Work order payment shall include payment for the assessment, plus estimated installation costs for program measures.
- 14.0 Installation of Measures. Agency shall perform and/or coordinate the installation activities, as well as any required post-installation services, such as installation verifications and the recycling or disposal of old appliances. All work shall be performed in a workmanlike manner, consistent with industry and TDHCA measure installation standards. Agency shall complete all required services and input updated measure installation data for each home included in a work order within forty-five (45) calendar days of work order submittal.
- 15.0 Installation Reporting. Agency shall update installation data and upload a copy of the Customer Certification Form using the Program database for each home as soon as measures are installed. For homes where the air infiltration measure is included, a post-installation manometer reading photo must be uploaded.
- 16.0 Agency Administration Incentive. The program database will include in the installation report the installation costs, using the updated measure installation data, plus the Agency's administration incentive, which is eight percent (8%) of the measure installation costs.
- 17.0 Reconciliation of Work Order and Installation Report. In consideration of satisfactory performance of the work as outlined above, Frontier will reconcile the total amount due on the installation report against the corresponding work order payment. Any amount over or under paid shall be credited against or added to the amount requested on the next work order submitted after this installation report, or in the case of work completed near the end of Agreement Term, within 30 days.
- 18.0 Sales Taxes. Participants are responsible for payment of all sales taxes. Applicable state and local sales tax should be added to the prices submitted for all measures and services.
- 19.0 Independence of Participants. Participant shall be fully responsible for its own acts and omissions in addition to the acts and omissions of its affiliates, directors, officers, employees, and

subcontractors, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with Participation Agreement requirements. Frontier shall not be responsible for the payment of any sums to any of the Participant's subcontractors or suppliers.

- 20.0 Standards, Codes, Laws and Regulations. Participants shall comply with all applicable laws, rules, regulations, codes and standards of all federal, state, local and municipal Governmental Authority having jurisdiction over the Work covered by this Agreement.
- 21.0 Background Checks. Participants shall be responsible for conducting criminal background checks on all personnel who will be working in the home or on the property of any customer who is participating in the Program. Any records matching any assigned personnel to the Texas Department of Public Safety criminal history file, sex offender registration or other name- based files shall be reported immediately to Frontier.
- 22.0 Termination for Cause. If Participant fails to perform a material term or condition of this Agreement, and fails to cure such default within 30 calendar days after receipt of written Notice of Default and Termination from Frontier, Frontier may declare this Agreement terminated, effective on the last day of said notice period ("Termination Date"). Participant shall be paid for all undisputed work performed prior to the Termination Date, which payment shall not be unreasonably withheld. Grounds for termination for cause include, but are not limited, to the following situations:
- the failure, refusal or inability of the Participant to perform any material aspect of the Authorized Work in accordance with this Participation Agreement (except as specified in Section 39, "Force Majeure"); or
 - Participant has become insolvent, has exhibited a pattern of failure to pay its bills, or has had checks for payment of its bills returned from suppliers and subcontractors due to insufficient funds; or
 - a court of law has enjoined Participant from performing the Authorized Work; or
 - In Frontier's reasonable judgment, the Authorized Work will not be completed within the specified time and/or budget and Frontier has reasonably requested Participant to take steps necessary to accomplish the required progress and completion and/or cost containment, and Participant has failed to do so; or
 - Participant has misused the corporate name, brand, or logo associated with Utility or Frontier.
- 23.0 Termination for Convenience. Notwithstanding anything to the contrary, Frontier reserves the right to terminate or suspend this contract at any time, for any reason. If, however, after consulting with Frontier, it is Participant's opinion that any of the Work is in a state such that interruption thereof would result in substantially increased costs upon resumption of the Work, Participant, with Frontier's written concurrence, may complete that portion of the Work.

Participant shall resume any of the Work so interrupted, suspended or delayed when directed to do so by Frontier, provided, however, that the schedule and the time for performance shall be revised by a period of time reasonably necessary to overcome the effect of the interruption, suspension or delay. Other provisions of this Agreement, such as the delivery dates and terms of payment, will also be adjusted if necessary and as appropriate. Participant shall make every reasonable effort to minimize any additional expense pursuant to this Section.

Participant may terminate the terms of this agreement without cause upon forty-five (45) days written notice to Frontier. Failure to provide such notice will maintain the agreement in full effect with all provisions included herein.

- 24.0 Reporting. Participant will provide data and required documentation, either by inputting or uploading required documents to the Program database, as specified in this Participation Agreement.
- 25.0 Records and Audit. Participant’s records, correspondence, procedures and practices and any other supporting evidence relating to this Agreement (all of the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Frontier or its authorized representative to the extent necessary to adequately permit evaluation and verification of customer eligibility forms, income documentation, customer agreement, and other Program documentation. Frontier or its authorized representative shall have access to said Records from the effective date of this Agreement, for the duration of the Work and until three (3) years after the date of final payment by Frontier to Participant pursuant to this Agreement.
- 26.0 Use of Name. Participant may not use Utility’s or Frontier’s corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including soliciting customers for participation in its project, without Utility’s or Frontier’s prior written consent.
- 27.0 Publicity. Information relating to this Agreement may be released for publication and/or advertising only with the prior written approval of Frontier. Participant is expressly prohibited from using Utility’s or Frontier’s name in any publication, advertising, or promotion without written approval Utility’s and Frontier’ prior written consent.
- 28.0 Indemnity. Participant agrees to indemnify, defend, and hold harmless, Frontier and Utility their officers, directors, employees, agents and independent contractors, and each of Utility’s affiliates and each of their respective officers, directors, employees, agents and independent contractors from and against any and all liabilities resulting from third party claims for loss, damage, or injury to persons or property (“Liabilities”) arising from the negligence or misconduct of Participant, its affiliates, directors, officers, employees, and subcontractors.
- 29.0 Infringement Protection. Participant represents to Frontier and Utility that the material prepared under this Agreement will not infringe on the copyright, patent, or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. Participant agrees to indemnify and hold Frontier and Utility, harmless from and against all liabilities, costs and damages arising out of such infringement, as well as claims of infringement. Participant further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim, and pay any reasonable attorney’s incentives incurred by Frontier or Utility in defense of such a suit.
- 30.0 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Frontier: Agency, Assessor, OR Installation Contractor:

Name: _____ Name: _____

Title: _____
Frontier Energy
1515 S Capital of Texas Hwy
Ste. 110
Austin, TX 78746-6544

Title: _____
Company: _____
Street Address 1: _____
Street Address 2: _____
City/State/ZIP: _____

Such information may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

- 31.0 Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the Authorized Work, and there shall be no modification or waiver hereof except by writing, signed by the party asserted to be bound thereby. There are no oral representations or agreements between the parties.
- 32.0 Time is of the Essence. The Parties hereby acknowledge that time is of the essence in performing the duties under this Agreement. Failure to comply with stated deadlines or milestones may result in termination of this Agreement, payments being withheld, or other contractual modifications.
- 33.0 No Waiver. The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in duly force and effect.
- 34.0 Applicable Law. This Agreement shall be governed by the laws of the State of Texas, without application of its conflict of laws provisions. Venue shall lie exclusively in the state courts of Harris County, Texas, unless such cause of action is within the jurisdiction of the Public Utility Commission of Texas (PUCT), in which case the proper venue and jurisdiction will be at the PUCT.
- 35.0 Assignment Prohibited. This Agreement may not be assigned without the written consent of Frontier. Arrangements between Participants and subcontractors which result in the assumption of substantial contractual obligations by the Participant shall be considered as an assignment, and shall be subject to the provisions of this paragraph.
- 36.0 Modification. This Agreement may not be modified except by written agreement.
- 37.0 Severability. If any term or provision of this Participation Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Participation Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
- 38.0 Force Majeure. Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this Section, Force Majeure is defined as: Acts of war and acts of God such as earthquakes, floods and other natural disasters, or actions of others, including but not limited to strikes, lockouts or other industrial disturbance, not within the control or arising from the fault of the Party claiming Force Majeure.
- 39.0 No Joint Enterprise. Each party shall perform its obligations under this Agreement as an independent Participant, and nothing contained herein shall be deemed to create, nor does it create, any association, partnership, joint venture, or relationship of principal and agent or master

and servant between the parties, or to provide either party with the right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

40.0 Attorney's Incentives. In the event of any legal action or other proceeding between the Parties arising out of this Agreement or the transactions contemplated herein, the prevailing Party in such legal action or proceeding shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable in-house and outside attorneys' incentives.

AGREED as of _____, 2019.

Frontier Energy, Inc.

Participant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____