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 (215) 413-2122

Frequently asked questions of Energy Efficiency and Audit Services to The Energy Co-op Members

The Energy Cooperative Association of Pennsylvania d/b/a The Energy Co-op acts as a facilitator on behalf of its members who desire to purchase energy efficiency services from third-party vendors.

The Energy Co-op is not itself either a broker, dealer, or other vendor of energy efficiency or audit services, its sole role being to enter into vendor services agreements with third-party vendors selected by it. Under those agreements, those vendors agree to deliver energy efficiency services to members subject to certain terms and conditions, including as to pricing, delivery, and billing. The Energy Co-op receives a commission from those vendors on the sales of energy efficiency services to its members, which funds are used by The Energy Co-op to advance its mission, including to offset the administrative cost of its Energy Efficiency program.

The following information includes a general summary of certain terms and conditions of vendor services agreements that The Energy Co-op has entered into with third-party vendors. Although The Energy Co-op has used its reasonable efforts to accurately summarize those terms and conditions for the convenience of its members, the summary below is conditioned in its entirety by reference to the actual terms and conditions stated in such vendor services agreements as are in effect on any given day. Moreover, the summary below is not intended to be, and does not constitute, a commitment by, or liability or obligation of, The Energy Co-op to any person or entity, including any member, and is subject to change at any time in the sole discretion of The Energy Co-op.

Whom should I contact for more information?

The Energy Co-op			
Member Service	(215) 413-2122 x2	Address	1315 Walnut St, Ste 1000 Philadelphia, PA 19107
Website	www.theenergy.coop	Email	info@theenergy.coop

Definitions

- Business Day:** Any day except any Saturday, Sunday, the day after Thanksgiving Day or day on which banks are authorized to close under the laws of the United States or of the Commonwealth of Pennsylvania.
- Services:** Together, the Audit Services and Energy Efficiency Services
- Audit Services:** (a) the on-site performance by Vendor of an energy audit of a subject structure owned or operated by a member that includes evaluation of the structures (A) envelope, including construction quality, materials, insulation, air infiltration, fenestration, and other factors that determine how much energy is required to keep occupants comfortable, (B) HVAC system, including heating and cooling systems used to meet conditioning requirements in order to achieve comfort and lower energy consumption, and (C) occupant behavior, including how occupants use building systems to maintain comfort ("Energy Audit") and (b) the subsequent delivery by Vendor to ECAP of an energy audit report, as exhibited in Vendor Services Agreement
- Energy Efficiency Services:** Home energy efficiency improvements and upgrades, including window, door, and joint sealing, duct and equipment insulation and replacement of HVAC equipment, all of the foregoing performed by Vendor for a Member, whether as the result of recommendation set forth in an Audit Report or otherwise
- Vendor:** Any broker, dealer, or other vendor of Services for so long as such person or entity is a party to an effective vendor services agreement with The Energy Co-op.

Who are the current participating Vendors?

The Energy Co-op is excited to partner with Energy Coordinating Agency (ECA) to bring Services to our members. You can read more about our partnership with ECA [here](#).



How much will I pay for Services?

Vendors are required to ensure that the pricing options and pricing terms applicable to members, including bulk discounts, discounts for prompt payment and other special offers, are no less favorable to members than such as are applicable to persons or entities that are not members.

Members may choose to order and purchase energy audits in the amount of \$300. Members may be eligible for discounts to this price as determined by The Energy Co-op.. A member choosing to order and purchase energy efficiency services will pay the price as agreed between that member and the Vendor.

Although The Energy Co-op seeks to obtain advantageous terms and conditions for the delivery of Services to its members, The Energy Co-op makes no representation or warranty of any kind or nature to any person or entity regarding any such delivery. Specifically, for example, The Energy Co-op makes no representation or warranty to any member that any pricing, delivery, billing, or other term or condition made available to that member by any Vendor is more favorable to that member than such as are made available by any other broker, dealer, or other vendor of Services.

When and how can I request energy efficiency and audit services?

Through our [website](#) or by calling us at (215)-413-2122 x2. Our business hours are Monday-Friday, 9am-5pm on business days.

When will energy efficiency or audit services be delivered following my request?

Upon processing of a member payment for energy audit services, a Vendor will contact the member to schedule their home energy audit at a convenient time.

Energy efficiency services will be scheduled between the member and the Vendor at a time convenient to both.

Vendors are required to ensure that the delivery options and delivery terms applicable to members are no less favorable to members than such as are applicable to persons or entities that are not members.

When can Vendors refuse a request for Services?

A Vendor may refuse a request by a member for Services if (1) that member has failed to pay when due an account balance, (2) in the judgment of that Vendor, conditions at the delivery location render such delivery unsafe, including, for example, hazards and faulty equipment at the delivery location, or (3) delivery is prevented due to any cause beyond that Vendor's control, including, for example, fire, flood, riot, or acts of God.

Vendors may not require a member to enter into a service or maintenance agreement with that Vendor as a condition to making a requested Services to that member. However, any member is free to choose, at that member's cost, to enter into such an agreement on terms and conditions agreed between a Vendor and that member.

How will I be billed for Services?

Vendors are required to ensure that the payment options and payment terms applicable to members are no less favorable to members than such as are applicable to persons or entities that are not members.

Energy audit services will be paid for upon request. All other services will be billed by the Vendor(s) with payment terms agreed upon by the Vendor(s) and member.

Do energy efficiency services come with a warranty?

In addition to any applicable manufacturers' warranties, Vendor shall warrant all workmanship and materials for Energy Efficiency Services for a period of one year. All heating systems installed by Vendor would also include applicable manufacturers' of up to five years.

What responsibility does the Energy Co-op have for my Services?

Liabilities and obligations relating to the purchase, sale, and/or delivery of Services from or by any Vendor by or to any member are solely the responsibility of that Vendor and that member, and not the responsibility of The Energy Co-op. Although Vendors are parties to vendor services agreements with The Energy Co-op, the terms and conditions of which The Energy Co-op may, in its sole discretion, use its reasonably commercial efforts to seek to enforce, The Energy Co-op is not responsible for terms and conditions that Vendors may submit to members for agreement, which terms and conditions, when mutually agreed between a Vendor and a member, will control the relationship between such Vendor and such member. By participation in The Energy Co-op's heating oil program, members waive any and all claims of whatsoever kind or nature against The Energy Co-op, its board, management, employees and/or other representatives to the extent that such claims in any way relate to such participation. Without limiting the generality of the foregoing, The Energy Co-op has no responsibility for (1) any liability or obligation arising under any agreement, whether written or oral, between any member and any Vendor, including, for example, any maintenance agreement, (2) the loss of funds paid in advance by any member to any Vendor, (3) delivery of Services to any member by any Vendor or payment of any bill or invoice for Services to any Vendor by any member, or (4) any injury to, or death of, any person, or damage to any property, arising out of any member's participation in The Energy Co-op's Energy Efficiency and Audit Services program.