

2022 Home Comfort Program Contractor Participation Agreement (Agreement)

The goal of the PSEG Long Island Home Comfort Program (Program) is to improve the energy efficiency, performance, and reliability of HVAC equipment (including but not limited to air-source and ground source heat pumps) installed in homes in PSEG Long Island's service territory. PSEG Long Island works with independent residential HVAC contractors to implement the Program. Home Comfort Program promotes the use of industry standard diagnostic tools and equipment sizing and installation techniques to maximize energy efficiency and optimize HVAC performance. Home Comfort Program works to support a market for energy efficient HVAC equipment, high quality installation services and an infrastructure of trained contractors to deliver such services.

This Agreement sets out the terms and conditions under which independent, residential HVAC contractors may participate in Home Comfort Program, thereby becoming Home Comfort Partners. Under this Agreement, Home Comfort Partners contract with property owners to provide residential HVAC services that comply with Home Comfort Program's requirements and standards.

This Agreement is completely voluntary and can be terminated at any time for any reason by either PSEG Long Island or the Home Comfort Partner.

All Home Comfort Partners pledge to adhere to industry recommended heat pump quality installation standards in order to protect the inherent efficiency and performance of the installed equipment. The Home Comfort QI standard is based on the ANSI / ACCA 5 QI 2015 HVAC Quality Installation Specification and addresses equipment selection, installation, and commissioning.

Improper sizing of residential HVAC equipment causes poor equipment performance and excessive energy consumption, particularly during times of peak electricity demand.

The Home Comfort Program has required that eligible equipment for incentives include equipment sized according to ACCA Manual J version 8 procedures for heating and cooling loads. Although any brand Manual J version 8 Residential software will be accepted, PSEG/LI recommends the use of ACCA approved software.

Improper refrigerant charge and system airflow will significantly reduce both the performance and energy efficiency of equipment. The Home Comfort Partner will therefore be required to measure and verify that system airflow and refrigerant charge is within acceptable ranges. The Home Comfort Partner must also establish the system installation meets ACCA 5 Quality Installation Standards. The Home Comfort Partner will note the airflow and charge specifications, measurements, and testing techniques on the Airflow & Charge Form.

By executing this Agreement, the Home Comfort Partner agrees to play an active role in PSEG Long Island Home Comfort Program by providing high-quality services to Home Comfort

Program customers. As a condition of participating in Home Comfort Program and accessing program benefits, the Home Comfort Partner must meet the following requirements:

- 1. The Home Comfort Partner must demonstrate the capability to conduct business successfully by submitting with this Agreement the following:**
 - i. A copy of a valid EPA refrigerant handling certificate for each technician to be certified,
 - ii. Documentation of valid Nassau and/or Suffolk County home improvement contractor license,
 - iii. Documentation showing a current, general liability insurance policy with a minimum coverage of \$1 million,
 - iv. Signed and completed IRS W-9 form, and
 - v. For ground source heat pump contractors, current International Ground Source Heat Pump Association (IGSHPA) Accredited Installer or Certified GeoExchange Designer certificate.

- 2. The Home Comfort Partner shall commit to performing quality installations including:**
 - Properly sized ducted and/or cold climate systems as determined by load calculations performed using ACCA approved, Manual J v.8 compliant software, and relevant PSEG Long Island guidelines for equipment selection (see application for details). Submitting a Manual J summary report is required.

 - Follow industry standards system airflow and refrigerant charge test procedures (ANSI / ACCA 5 QI 2015 HVAC Quality Installation Specification) for ducted systems and report results on the PSEG Long Island Airflow & Charge Form.

 - Respond to the results of random field inspections of Home Comfort Partner installations. Upon request from PSEG Long Island, and at no additional cost to the customer, make reasonable repairs or corrections so that work will meet Home Comfort Program standards.

- 3. The Home Comfort Partner shall observe the following in order to maintain status as a Home Comfort Partner with the Home Comfort Program:**
 - The Home Comfort Partner shall submit, and have approved, a minimum of twenty (20) completed program applications in every 12 month cycle of participation in the Program. Maintaining this requirement ensures consistent eligibility for program benefits (Home Comfort Program Tool Incentive) as well as your company listing on the PSEG Long Island website.

 - Home Comfort Partners who submit fewer than 20 completed and approved program applications will still be eligible to extend the rebates to their customers, however they will not be eligible to receive the full benefits of the Program such as being listed on the participation webpage, or promotional materials upon PSEG Long Island's discretion. Inadequate performance will also be reviewed for potential removal from the Program including the ability to communicate to customers that the company is a PSEG Long Island Home Comfort Partner.

- Home Comfort Partners must promote, offer, and submit rebate applications for ALL customers. The Home Comfort Partner must submit rebate applications and all required documentation for preapproval, and required close-out documentation within 90 days from system installation as stipulated on the 2022 Application Worksheet. If you are unable to satisfy this requirement, it may result in a loss of applicable incentives, and possible suspension or termination of the Home Comfort Partner's participation in the Home Comfort Program. All applications for systems installed in 2022 MUST be received by December 31st, 2022.
- Current contractor and customer installation incentives are listed on the 2022 Home Comfort Application Worksheet as are the Guidelines, Terms and Conditions and Requirements for submission. Home Comfort Partners will be notified of any changes to incentives, rebates or terms.

Please note: Home Comfort Partners are eligible for the contractor incentives if the following items (with no exception) are submitted.

1. Rebate Application signed and dated by the customer and Home Comfort Partner
2. Completed Workbook
3. Completed PSEG/LI Airflow and Refrigerant Charge form (*not required for Ductless Mini Split Systems and Geothermal Heat Pump Systems*)
4. ACCA approved Manual J Version 8 software cooling and heating load calculation summary printout
5. Invoice / Contract must contain total cost (per a system), equipment make, model & serial number as well as customer name, installation address, and installation date
6. Rebate Assignment Form (if applicable)
7. Equipment certificate printout from the AHRI Directory.
8. Post Project Completion Form, signed and dated by the customer and Home Comfort Partner

Home Comfort Partners must submit documentation within the specified timeframe.

Failure to submit all required documentation will result in rebate payment delays or denial of the application.

- Any Home Comfort Partner with an unsatisfactory post installation inspection failure rate will not be eligible for contractor incentives and/or will be required to receive additional in field training and demonstrate their ability to comply with the Quality Installation standards required by the Program prior to reinstatement of incentives.

- If the Home Comfort Partner is unable to perform the airflow and charge testing, due to outdoor temperature restrictions, the completed application must be submitted with the Airflow and Charge form when the weather permits. The Post Project Completion form must indicate the test will be conducted in warmer weather and submitted by June 30, 2023.
- The Home Comfort Partner must provide the customer with the actual date the rebate application and supporting documentation was submitted to PSEG Long Island for processing.
- The Home Comfort Partner shall accurately represent the relationship between the Home Comfort Partner and PSEG Long Island, as follows - The Home Comfort Partner is an independent contractor, and a participant in PSEG Long Island's Home Comfort Program. Home Comfort Partners shall not represent themselves as working for, approved by, or certified by, PSEG Long Island and/or Long Island Power Authority.
- The Home Comfort Partner shall maintain all relevant licenses required by federal, state, county or local governments or any agencies with jurisdiction over work performed. The Home Comfort Partner shall immediately report any loss of relevant licenses to PSEG Long Island. Any loss of pertinent licenses or unsatisfactory rating of business practices shall require dismissal of Home Comfort Partner from Program participation.
- It is the sole responsibility of Home Comfort Partner and/or its subcontractors to obtain and comply with the terms of any required permits. The Home Comfort Partner shall be provided evidence of the applicable documentation, including but not limited to permits and surveys, upon request.
- The Home Comfort Partner shall provide and review all Program customers with necessary program information and/or materials to educate the customers. .
- The Home Comfort Partner shall provide the customer with a written warranty of labor for a minimum of one (1) year from the date the service is performed and, for materials, and the equipment installed shall carry the full manufacturer's warranty. Occasionally, during Quality Control inspections, PSEG Long Island professionals may connect gauges or other testing devices to installed equipment. In the event that equipment malfunctions occur during PSEG Long Island testing, PSEG Long Island will, within reason, make repairs.
- If a Home Comfort Partner becomes involved in a dispute with a customer over business practices, the Home Comfort Partner shall work with PSEG Long Island to resolve the dispute amicably. In any event, the Home Comfort Partner shall hold PSEG Long Island harmless from any suit arising from work performed under Home Comfort.
- The Home Comfort Partner must disclose whether any individual(s) including owners, principals, shareholders, associates and employees affiliated with the Home Comfort Partner have previously participated in, or are currently participating in, any of PSEG Long Island's programs including PSEG Long Island Home Comfort. If so, list any and all individuals on the Signature Page of this document. This is an ongoing requirement. As such, the Home

Comfort Partner shall notify PSEG Long Island immediately of any changes or updates to this information.

4. The Home Comfort Partner shall recognize that participation in Home Comfort is a privilege:

- PSEG Long Island will not initiate processing of an application for Home Comfort incentives until a fully executed contract between the Home Comfort Partner and Home Comfort is received. It is expressly understood that only quality installations made after the date of execution of the Contractor Participation Agreement will be eligible for submittal to Home Comfort.
- The Home Comfort Partner acknowledges that failure to follow Program requirements and procedures, including processing of required documents, will result in a loss of applicable incentives, and possible suspension or termination of the Home Comfort Partner's participation in Home Comfort.
- The Home Comfort Partner acknowledges that participation in Home Comfort is a privilege, and that PSEG Long Island may suspend or terminate Home Comfort Partner's participation in Home Comfort for any reason, including failure to maintain program standards. In all cases involving a Home Comfort Partner's participation status, or denial of Home Comfort incentives, PSEG Long Island's written decision is final.
- PSEG Long Island reserves the right to make changes to the Home Comfort Program requirements and incentives upon notice to the Home Comfort Partners. Such notification shall be by email and posting on www.psegliny.com/HomeComfort.

5. Indemnification - The Home Comfort Partner shall protect, indemnify and hold harmless NYSERDA, PSEG Long Island LLC, Long Island Power Authority, d/b/a LIPA, TRC Companies, and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York, resulting from, arising out of or relating to Home Comfort Partners' or its sub-contractor's performance of this Agreement, including, but not limited to, any claim or suit resulting from or related to mildew, fungus, moisture intrusion or mold of every type and nature. The obligations of the Home Comfort Partners under this Section shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage.

6. Green Jobs – Green New York Financing - The Green Jobs – Green New York (GJGNY) Act of 2009 established a revolving loan fund to provide loans to finance energy efficiency improvements. Home Comfort Partners have the availability to offer all customers this financing option. Home Comfort Partners need to become a participating contractor with Energy Finance Solutions (EFS) in order to offer this financing if they are not already an approved EFS participating contractor in another NYSERDA program. To become an EFS participating contractor, please visit <http://www.energyfinesolutions.com/forcontractors-documents-forms>.

7. **Home Comfort Plus Program** - The Program offers rebates to low-to-moderate income customers. Home Comfort Partners have the availability to offer all customers these income eligible rebates. Home Comfort Partners need to become a participating contractor with EFS in order to provide income determination through EFS if they are not already an approved EFS participating contractor in another NYSERDA program. To become an EFS participating contractor, please visit <http://www.energyfinancesolutions.com/forcontractors-documents-forms>.

Home Comfort Program Tool Incentives

Contractor Tool Incentives		
Eligible Tools	Proof of Purchase Requirements	Contractor Incentive
See attached Required Equipment List for eligible tools.	Copy of original receipt for purchase of eligible tools in support of the Program.	PSEG Long Island will reimburse 75% of the cost of <u>eligible</u> tools purchased in support of the Program.
ACCA approved Manual J v. 8 Software	Copy of original receipt, or vendor notification	PSEG Long Island will reimburse 50% of the cost of eligible software. (Program limit of one license for one seat per contractor applies.)

- We reserve the right to limit equipment/software reimbursements. Therefore, we recommend Home Comfort Partners submit a written request with estimate for pre-approval of reimbursement before purchases.
- ACCA approved Manual J (Version 8 or 9) Software may be purchased directly from vendors:
 - Elite Software RHVAC (www.elitesoft.com)
 - Wrightsoft Right-J8 (www.wrightsoft.com)
 - Adtek AccuLoads (www.adteksoft.com/software.htm)
 - Florida Solar Energy Center’s EnergyGauge (www.energygauge.com)
 - Avenir MJ8 Editions of HeatCAD® and LoopCAD® (www.avenir-online.com)
 - CarmelSoft HVAC ResLoad-J (www.carmelsoft.com) (for iPad)

(or visit <http://www.acca.org/software/> for current list of ACCA approved software available for purchase)

Home Comfort Program Eligible Equipment List

Equipment Eligible for Reimbursement:

- **Fluke digital thermometer with two type K thermocouples**
Fluke Model #52. Grainger part # 4YV90
- **Fluke carrying case**
Fluke Model #C90. Grainger part #1A742
- **(2) Fluke pipe clamp probes**
Fluke Model #80PK-8. Grainger part #1W503
- **(2) Fluke type K thermocouples**
Fluke Model #80PK-1. Grainger part #1T322
- **4 Valve Manifold Gauges w/ Hose Set for R-410A**
Manufacturer: Yellow Jacket
Mfg. # 49967
- **DG 700 or DG 1000 Pressure and Flow Gauge**
Energy Conservatory (<http://www.energyconservatory.com/dg-1000>)
- **TrueFlow Air Handler Flow Meter kit**
Energy Conservatory (<https://energyconservatory.com/products/product/trueflow/>)
- **Electronic Charging Scale TIF**
Manufacturer: TIF
Mfg. #TIF9010A
Johnstone # H25-270
- **Digital Vacuum Gauge**
Manufacturer: Supco
Mfg. #VG-64
Johnstone # H26-062

* **True Flow Plate and DG 700 or DG 1000 manometer must be provided, without substitution. All other equipment brands are listed for example of quality and grade required; other brands of equal quality are acceptable, with written pre-approval.**

2022 Home Comfort Program

Refrigerant Charge and Air Flow Testing Procedures

Determining Refrigerant Charge

The Home Comfort Partner must use the superheat test (for fixed orifice/capillary systems) or the subcooling test (for TXV equipped systems) to determine proper refrigerant charge. Proper charge will be determined as $\pm 5^{\circ}$ F of the OEM-recommended optimal charge for the superheat method or $\pm 3^{\circ}$ F for the subcooling method. Superheat or subcooling tests must be done within the outdoor ambient temperature ranges as specified by the OEM, (typically 55° F or 60° F respectively).

Determining Air Flow Across the Indoor Coil

The Home Comfort Partner may use these methods:

1. True Flow Plate and DG700 or DG 1000 manometer readings.
2. Measure total static and velocity pressures.
3. Pressure drop across coils as compared with values from the OEM CFM/pressure drop coil tables

Obtaining incentives

- The Home Comfort Partner must enter all relevant information on the Airflow & Refrigerant Charge Document and include OEM specifications as required.
- The Home Comfort Partner must also fill out and submit the PSEG Long Island Home Comfort application along with the results of ACCA Manual J v. 8 verifying that the installed system size is in compliance with the calculated load.

(These procedures were freely adapted from the ANSI / ACCA 5 QI-2015 HVAC Quality Installation Specification.)

2022 Home Comfort Program Contractor Participation Agreement

Signature Form

I have read, understand, and agree to comply with, all partnership commitments described in PSEG Long Island's 2022 Home Comfort Contractor Participation Agreement, including all supporting policies described or referenced therein. The provisions of this Agreement are effective from January 1, 2022 through December 31, 2022. PSEG Long Island reserves the right to modify, at any time during the term of this Agreement, and the provisions of this Agreement.

PSEG Long Island may withhold incentives and/or suspend or terminate Home Comfort Partner's participation in Home Comfort Program for any reason. Failure to follow requirements and procedures, including but not limited to, the processing of required documents, may result in a loss of incentives and/or suspension or termination of the Home Comfort Partner's participation in current or future iteration of Home Comfort Program. In all cases involving a Home Comfort Partner's participation status, or denial of incentives, PSEG Long Island's written decision is final.

I certify, under the penalties of law, that the statements made in this Agreement have been examined by me and are true and complete. I understand that by signing this Agreement, I consent to any other inquiry to verify or confirm the information I have given.

Contact Information:

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____
Contact Name: _____
Phone: _____ Fax: _____
E-mail: _____ Web Site: _____
Counties Served: _____

Tax ID #: _____

Name of Authorized Company Representative: _____
Title of Authorized Company Representative: _____
Signature / Date: _____ / _____

Please complete, sign and return this page. Keep a copy for your records.

Send to:
PSEG Long Island Home Comfort Program
c/o TRC Companies
395 North Service Road, Suite 409
Melville, NY 11747

Scan and email to: Joshua.Ebner@pseg.com

PSEG Long Island Authorized Signature /Date: _____ / _____