

2023 HOME PERFORMANCE WITH ENERGY STAR® PROGRAM CONTRACTOR PARTICIPATION GUIDELINES:

PSEG Long Island through its Home Performance with ENERGY STAR Program (“Program” or “HPwES”) offers its electric service customers incentives to improve the energy performance, durability, and health and safety of existing one-to-four family residential housing in PSEG Long Island territory. TRC Implements the Home Performance with ENERGY STAR program on PSEG Long Island’s behalf throughout the service territory.

The intent of the Program is to enhance the delivery of building performance services and encourage the use of state-of-the-art diagnostic tools and building science principles to cost effectively reduce energy consumption while addressing indoor air quality, ventilation, and moisture control.

Participating Contractors may contract with PSEG Long Island customers to provide building performance services that are in compliance with all Program requirements and standards. In return, in accordance with Program rules, Participating Contractors may avail themselves of Program technical and marketing support and gain access to customer incentives.

The obligations of a Participating Contractor under the 2023 PSEG Long Island Energy Efficiency Programs Partner Agreement (Agreement) in connection with any customer approved by PSEG Long Island for Program incentives and/or work will continue beyond termination of this Agreement.

In all cases, or at any time, PSEG Long Island’s failure to enforce any provisions of the Agreement or guidelines shall not constitute a waiver of such provisions, nor limit PSEG Long Island’s ability to enforce such provisions in the future.

The following Services and support will be made available to Participating Contractors:

- The opportunity to respond to leads generated from a public awareness campaign.
- Potential to participate in other PSEG Long Island initiatives and events.
- Technical and programmatic support.
- Access to PSEG Long Island subsidized training when deemed relevant by PSEG Long Island to assure effective delivery of Program standards.
- Access to the PSEG Long Island HPwES Contractor Portal.

Contractor Classification. PSEG Long Island or its designee will process Participating Contractor’s application and classify Participating Contractor as either a Provisional Participating Contractor or as a Participating Contractor.

Each designation is subject to the limitations or requirements set forth below. PSEG Long Island reserves the right to modify the definition, limitations, or requirements of a designation at any time. PSEG Long Island further shall have sole discretion for determining Participating Contractor’s progression into and through a status designation and PSEG Long Island’s determination will be final.

- a. Provisional Participating Contractors shall have the designation of “Provisional” during, at a minimum, the first six months of participation in the Program. In addition, a Participating Contractor will be designated as a Provisional Participating Contractor until completing five projects under the Program which projects must be inspected and approved in accordance with PSEG Long Island’s Quality Assurance and Quality Control (“QA/QC Program”).
- b. Full Participating Contractors are Participating Contractors that have met all the requirements of the Program, abide by the terms and conditions of the Program and the CPA, and provide quality services applying industry best practices.
- c. Both Provisional and Full Participating Contractors are subject to having their completed projects subject to quality assurance and quality control inspections performed by PSEG Long Island or its designee.

Program Compliance and Requirements:

Participating Contractor shall comply with the following:

BPI Requirements:

- Meet the standards for BPI certification and maintain a Gold Star Contractor status for building performance services provided through the Program.
- Maintain required BPI certifications and Gold Star Contractor status while working in PSEG Long Island’s programs.
- Ensure that BPI-certified personnel supervise all jobs performed under the Program, regardless of whether the work is performed by the Participating Contractor’s employees, or by a subcontractor.

- Ensure that certified technicians receive, at a minimum, on-going training that is in compliance with BPI’s continuing education credits requirement.
- Have at least one staff member who is certified at the ‘Specialist’ level per BPI accreditation requirements.
- Comply with all BPI requirements including those governing the use of the BPI logo and other promotional materials.
- Notify BPI and PSEG Long Island’s designee immediately should Participating Contractor fail to be in compliance with any BPI requirements.
- Agree that additional measures not endorsed or incentivized by PSEG Long Island will be distinguished from incentives available under the Program. The distinction between measures for which incentives are available under the Program and those for which incentives are not available shall be clearly stated in the proposed work scope.

Program Activity:

- During its first and each succeeding year of participation, Participating Contractor shall report to the Program a minimum of ten successfully completed HPwES jobs per year.
- For every completed Home Energy Assessment (HEA), the Participating Contractor shall provide the customer with a report and its accompanying comprehensive work scope proposal that includes measures for improving the energy efficiency, comfort and safety of the home.
- A Home Energy Assessment report must be provided to the customer within five business days immediately following the completion of the HEA. In order to qualify for completion and Participating Contractor payment, all Home Energy Assessment reports must be signed by the customer.
- All Participating Contractors must maintain a 10% conversion rate (completed HEAs to completed HPwES projects) in order to continue to receive the HEA payment. In addition, all Participating Contractors are limited to 120 HEAs per month.
- All work scopes must be submitted to PSEG Long Island or its designee for approval prior to the start of work. Included with the work scope will be the signed Customer

Information form and a copy of the written contract between Participating Contractor and customer.

- Participating Contractor acknowledges that Program approval of a work scope constitutes an administrative review only. It does not imply a technical approval or any warranty for any specific project or the quality of work performed or guarantee PSEG Long Island's payment of Program incentives.
- Participating Contractor shall ensure that all jobs performed under the Program will include, at a minimum, the measures listed in the Program's Minimum Testing and Efficiency Measures.
- Participating Contractor shall perform Program work as an independent contractor. Other than for the payment of the amounts of approved HPwES incentives upon successful completion and required approvals of Program work, PSEG Long Island, its subsidiaries, affiliates, officers, directors, trustees, employees, subcontractors, successors, assign, manager and agents ("Indemnified Parties") shall not be responsible for and shall incur no liability and Participating Contractor shall indemnify the Indemnified Parties for any liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) for any personal injury, death, property damage or other damages that arise out of or relate to Program work or this Agreement".

Customer Relations and Business Practices:

Participating Contractor shall:

- Treat Program customers fairly and responsibly while providing quality, on-time service.
- Deliver promised services in a timely, competent, and professional manner.
- Not engage in behavior that adversely impacts PSEG Long Island.
- Provide customers the "best option" of available incentives appropriate for that project.
- Provide PSEG Long Island customers access to PSEG Long Island program incentives for all eligible work.
- Ensure prompt and accurate reporting of project completions to the customer and Program.

- Properly represent to the customer and others, its relationship to PSEG Long Island, and PSEG Long Island’s designee, this relationship being that the Participating Contractor is an independent contractor, accredited by BPI and a participant in PSEG Long Island’s Home Performance with ENERGY STAR Program.
- Not represent themselves as working for, approved by, or certified by, the State of New York, PSEG Long Island, PSEG Long Island’s designee, ENERGY STAR or the DOE.
- Not use the PSEG Long Island name or logo for marketing or any other purposes without written permission from an authorized PSEG Long Island representative.
- Provide all Program customers with any required customer information materials.
- Allow random quality control field inspections, by PSEG Long Island or its designee(s), of work that has been performed. Participating Contractor, upon request from PSEG Long Island or its designee, and at no additional cost to the customer, shall make reasonable repairs or corrections to work that Participating Contractor has performed to bring such work up to Program standards.
- Not offer customers “vendor financing”.
- Not be the primary owner of more than 1 participating company.
- Contractor shall submit all project documentation accurately and timely upon completion of the project (HPwES). Contractor will ensure customer signs the Post Project Completion form (and Assignment letter if necessary) and include with project close out document submittals.
- The Contractor must advise the customer upfront, if the project is selected for inspection (onsite/virtual/call verification) the customer must respond and comply or forfeit their rebate and any contractor incentives.

Participating Contractor acknowledges that customers who receive a Home Energy Assessment are PSEG Long Island customers first and foremost. PSEG Long Island retains the right to contact participating program customers at any time and for any reason at their discretion.

Program Participation:

- Participating Contractor acknowledges that participation in the Program is a privilege, and PSEG Long Island or its agent acting on PSEG Long Island's behalf may suspend or terminate Participating Contractor's participation in the Program at will.
- Participating Contractor acknowledges that failure to follow Program requirements and procedures will result in the loss of applicable incentives and disciplinary action.
- Participating Contractor acknowledges that if PSEG Long Island determines that the Participating Contractor has not adhered to the terms and conditions of the Program for a project or projects, any Program incentives or subsidies paid to the customer or Participating Contractor on the project or projects shall be repaid to or recaptured by the Program from the Participating Contractor. The Participating Contractor shall provide PSEG Long Island with direct payment based on the full value of any Program incentives or subsidies paid on Projects that do not comply with Program terms, conditions, policies or procedures identified in this Agreement, the Contractor Program Resource Manual or Program Announcements.
- Participating Contractor understands and agrees to be bound to the methods and procedures related to the QA QC program, including disciplinary action.
- PSEG Long Island or its designee reserve the right to notify customers of any QA QC findings related to Program work performed by the Participating Contractor.
- Participating Contractor shall not employ as an employee or subcontractor, any firm or employee thereof that has been suspended or terminated from this Program or any other PSEG Long Island program without PSEG Long Island's prior written permission.
- PSEG Long Island reserves the right to make changes to the Program at any time and at its sole discretion. Participating Contractors will be notified of such changes by official Program Announcements.
- It is expressly understood that PSEG Long Island and its designee will not initiate any administrative approval of a project under the Program until a fully executed contract between the Participating Contractor and customer, and Customer Information Form, are received.
- Participating Contractor acknowledges that failure to follow Program requirements and procedures, including processing of required documents and compliance with QA QC requirements and procedures, will result in a loss of applicable incentives, and possible disciplinary action including but not limited to

probation and/or dismissal from Program participation at PSEG Long Island's discretion.

- Participating Contractors that are suspended or terminated by BPI and subsequently invalidate their BPI accreditation and certification will be immediately terminated from the Program.
- Participating Contractors that are re-instated by BPI following suspension or termination of their accreditation agreement may be eligible for the Program at PSEG Long Island's discretion.

Disciplinary Measures:

A Participating Contractor who fails to comply with any of the terms of this Agreement, or who provides fraudulent or misleading Program documentation, is subject to the following:

PSEG Long Island reserves the right to impose any of the following disciplinary measures at any time. In all cases involving a Participating Contractor's disciplinary status or denial of Program incentives, PSEG Long Island's written decision is final.

- a. **Probation.** A probation period will last no less than 30 days and the Participating Contractor will be subject to a higher level of QA/QC oversight. Grounds for a Participating Contractor being placed on probation shall include but are not limited to those listed below:
 - i. **Project Deficiencies:** The Participating Contractor has 5 or more "Remediation jobs" resulting from the QA inspections performed during the term of the Agreement that have been unresolved for more than 30 days.
 - ii. **Non-compliance with Program Policies and Procedures.** The Participating Contractor has failed to adhere to Program policies and procedures as outlined in this Agreement, the current Program Technical Specifications and Program Announcements.
 - iii. **Health and Safety Violations.** The Participating Contractor has 2 or more Quality Assurance F3 scores within a 6 month period.
 - iv. **BPI Accreditation Breach.** BPI informs PSEG Long Island that the Participating Contractor is in breach of its BPI Accreditation Agreement.
- b. **Suspension and Termination.** A suspended or terminated Participating Contractor forfeits its eligibility for contractor incentives, and its customers will

not have access to Program consumer incentives through Participating Contractor. PSEG Long Island has sole discretion in determining whether to suspend or terminate a Participating Contractor. Grounds for Participating Contractor suspension or termination include but are not limited to those listed below.

- i. **Unresponsive.** The Participating Contractor is on Probationary status and has either been unresponsive or has failed to adequately fulfill the terms of their probation.
- ii. **Non-compliant with Program Policy and Procedures.** The Participating Contractor has failed to adhere to Program policies and procedures as outlined in this Agreement, the Contractor Program Resource Manual, and Program Announcements.
- iii. **BPI Accreditation Suspension.** BPI informs PSEG Long Island that the Participating Contractor's Accreditation has been suspended or terminated.
- iv. **Misrepresentation.** The Participating Contractor has submitted false or fraudulent Documentation to the Program at any time, during any phase of participation in the Program.
- v. **Convictions.** A Participating Contractor shall be immediately terminated from the Program if the Participating Contractor or any principal of the Participating Contractor is convicted of a criminal charge that casts the Program in negative light or calls the integrity or workmanship of the Participating Contractor into question.

Indemnification and GJGNY Financing:

Indemnification - The Participating Contractor shall protect, indemnify and hold harmless NYSERDA, PSEG Long Island LLC, Long Island Electric Utility Servco LLC, Long Island Power Authority, Long Island Lighting Company d/b/a LIPA, TRC Companies, its Implementation Contractors, 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 Participating Contractor's 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 Participating Contractor 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.

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. Participating Contractors have the availability to offer all customers this financing option. Participating Contractors 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.