



## **Addendum to the 2016-2017 NY Residential Existing Homes Program Participation Agreement to Provide Low-Income Energy Efficiency Services**

The New York State Energy Research and Development Authority (NYSERDA) offers Participating Contractors the opportunity to deliver energy efficiency services for eligible low-income households through the NY Residential Existing Homes Program ("Program") in New York State (currently referred to as EmPower NY). This Addendum sets out the additional terms and conditions for Participating Contractors providing low-income energy efficiency services through the Program.

To be considered for participation to provide low-income energy efficiency services, applicants must meet and agree to all of the requirements of the 2016-2017 Program Participation Agreement and this Addendum, including completing and signing all applicable forms and providing all requested supporting documents. Program staff will review each applicant's submission package and make a determination for acceptance to provide low-income energy efficiency services through the Program. Once accepted to participate, the Participating Contractor agrees to: (1) accept referrals of income eligible customers from the Program; and, (2) meet all conditions and perform work in accordance with the terms of the 2016-2017 Program Participation Agreement, this Addendum and the Program Contractor Resource Manual.

This Addendum is completely voluntary and can be terminated at any time, for any reason, by NYSEERDA. Upon Program approval of this Addendum, the Participating Contractor agrees to actively participate in the Program by providing high-quality services to income eligible customers. In the event the Participating Contractor wishes to terminate this Addendum, they must provide 30 days written notice to NYSEERDA.

Policies contained in this Addendum apply solely to low-income service projects and are not applicable to market or moderate income projects. Participating Contractors providing low-income services, in addition to standard Program procedures, must adhere to the following:

### **1. Electric Reduction and Home Performance Measures**

Participating Contractors providing low-income energy efficiency services will prioritize cost-effective Electric Reduction (ER) measures. ER measures include, but are not limited to, replacement of incandescent lighting with energy efficient LED lighting, replacement of refrigerators and freezers with more efficient appliances, and cost-effective conversions of electric clothes dryers or water heaters to natural gas.

Cost-effective Home Performance (HP) measures, such as air sealing and insulation, are also available through the Program. A full list of eligible measures and installation guidelines are available in the Contractor Resource Manual.

## **2. NYSERDA Support**

- A. NYSERDA will provide the following services and support to Participating Contractors providing low-income energy efficiency services:
  - i. Referrals of customers for assessment of potential ER and HP measures;
  - ii. Web-based program communications for customer referral, project tracking, and reporting;
  - iii. Program support and training for the Participating Contractor on service delivery, reporting and payment procedures; and
  - iv. Training and support in the energy-use education that Contractors will provide to participating households;

## **3. Referrals**

- A. NYSERDA coordinates with utilities to receive referrals of low-income customers in need of energy efficiency services. NYSERDA will refer these customers to Participating Contractors for services. The Participating Contractor shall accept referrals from the Program and shall provide services to such leads in accordance with the provisions of this Addendum, the Participation Agreement, and the Contractor Resource Manual.
- B. Participating Contractors must make every effort to promptly pursue a referral and complete the necessary work. If the Participating Contractor fails to properly respond to a referral within 10 business days, the referral may be reassigned to another Participating Contractor by NYSERDA or its Program Implementers. Future referrals may be affected by a failure to promptly respond to referrals.
- C. It is expected that the Participating Contractor will complete ER services within 60 days and HP services within 120 days; if services are not provided in a timely manner, and alternative production arrangements have not been agreed to, NYSERDA reserves the right to re-allocate incomplete work to another contractor.
- D. NYSERDA will provide six-month production goals for each approved Participating Contractor. By signing this Addendum, the Participating Contractor understands that NYSERDA cannot guarantee funding for projects above the number of projects indicated in a given six-month production goal.
- E. Participating Contractors may be given a limited goal of referrals that they may bring into the program. It is understood that during a Participating Contractor's normal course of business they may find a low-income customer in need of energy efficiency services. However, it is the responsibility of the Participating Contractor to manage their workload and contractor-generated referrals so that they do not exceed their production target.

## **4. Invoicing and Payment**

- A. For each completed job, the Participating Contractor must submit invoices to the Program Implementer within 30 calendar days of completion of work. NYSERDA reserves the right to reject payment of any and all invoices received later than 30 days after completion of work.
- B. It is expressly understood that NYSERDA and its Program Implementers will not approve payment for a job without documentation of an acceptable work scope, which shall

include audit data (including results of instrumented audit), final work scope measures and prices, square footage measurements of installed insulation, required customer sign-offs and other project details as requested by NYSERDA or Program Implementers.

- C. Participating Contractor agrees to complete an upgrade prior to invoicing NYSERDA for the work. In the event that billing discrepancies are identified for work already paid for, NYSERDA reserves the right to withhold future payments due to the Participating Contractor until the discrepancies are resolved. Invoicing for measures which have not been completed may result in immediate termination from the Program.

## **5. Pricing and Project Eligibility**

- A. Participating Contractor shall adhere to the current pricing schedule for ER and HP measures as outlined in Section 7 of the Contractor Resource Manual. This schedule is subject to change based upon 30 days written notice to Participating Contractors.
- B. Participating Contractor shall not charge an income-eligible customer for any portion of a work scope approved for free services. For work scopes approved at partial funding, Participating Contractors may not charge more than 50% of the total measure cost. Any direct charges to a landlord must be covered by a landlord agreement approved in advance by NYSERDA's Program Implementer.
- C. When presenting the work scope to the low-income customer, the Participating Contractor must inform the customer of the services that are provided at no cost, and that the customer is under no obligation to agree to additional measures at partial or full cost in order to obtain free services.
- D. Participating Contractor is prohibited from providing low-income energy efficiency services to dwellings owned or occupied by Participating Contractor employees or associates with a financial interest in the Participating Contractor's business. Participating Contractor must promptly notify the Program Implementer in writing if any personal or business relationship exists with any household referred by the Participating Contractor to the Program, or referred by the Program to the Participating Contractor for services through the Program. Failure to make such notification may result in disciplinary action from the Program.

## **6. Participating Contractor Approval**

NYSERDA has a defined budget to serve low-income customers and reserves the right to limit the number of contractors approved to provide programmatic services to low-income customers, and the number of projects assigned to approved Participating Contractors. Approval of this Addendum by NYSERDA does not guarantee that projects will be assigned to the Participating Contractor.

NYSERDA will notify the applicant via email if they are approved to provide low-income energy efficiency services through the Program.

NY Residential Existing Homes Program  
Low-Income Energy Efficiency Services Addendum

**APPLICANT AGREEMENT OF TERMS & CONDITIONS**

By signing this Addendum, I attest that I have read, understand and agree to comply with the terms and conditions listed in this Addendum, in the 2016-2017 Participation Agreement, and the Contractor Resource Manual.

I certify, under the penalties of law that the statements made in this Addendum, and in supporting documentation provided along with this Addendum, have been examined by me and are true and complete. I understand that by signing this Addendum, I consent to any other inquiry to verify or confirm the information I have given. I hereby authorize any reference identified or provided to NYSERDA to release to NYSERDA any information pertaining to past or present relevant work. I hereby release from all liability or damage, NYSERDA and those persons, agencies or organizations who may furnish such information.

Signed:

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Company Name

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Name of Authorized Contact

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Signature

Date