



Renewable Heat NY Biomass Boiler Program
 Program Opportunity Notice (PON) 3010
\$9,750,000 Available

SUMMARY OF REVISIONS

The following changes have been made to PON 3010, Renewable Heat NY Biomass Boiler Program:

New Incentives for PON 3010:

Small Commercial and Residential Cordwood Boilers.

New Incentive at 25% (\$)	
New boiler	Up to \$5,000
Recycle existing wood boiler	\$5,000
Recycle existing wood furnace	\$2,500
Max incentive	Up to \$10,000

Small Commercial and Residential Pellet Boilers.

Boiler size (kW)	New Incentive at 45% (\$)
< 25	\$10,000
35	\$16,000
50	\$23,000
88	\$36,000

PON 3010 Solicitation

- Page 1: Removed expired program dates that no longer apply and added a sentence that customers with natural gas service are ineligible for program incentives.
- Page 2: Removed expired program dates.
- Page 3: Added new incentive table.
- Page 6: Removed expired training dates.
- Page 9: Updated list of attachments.

Attachment A: Customer Step-By-Step Guide

- Page 1: Available Financing. Now includes a description of the On-Bill Recovery Loan.
- Page 2: Includes information about the System Design and Approval Report, which requires all projects to submit detailed project design schematics for NYSERDA approval.
- Page 3: Clarification on project design schematics and drawings.

Attachment B:

- Added fossil-fueled systems to be eligible for recycling incentive.

Attachment C

- Now allows installers request 40% of incentive money upfront, before installation is fully-complete. Installer will receive the remaining 60% of the incentive once the project is complete and inspected.

Attachment D

- No major changes.

Attachment E

- Added incentive for retirement of a wood stove that is replaced by an approved advanced cordwood or pellet boiler.

Attachment F

- In regards to the Customer References section, instead of having the customer fill-out and mail back the questionnaire to the Installer, the option to have NYSERDA call the customer directly is also available.

Attachment G

- Page 3. Removed expired program dates that no longer apply and added a sentence regarding program process.
- Page 7. Added updated table that summarizes the incentives and total funding.
- Page 8. Added a sentence describing when financing is released to the homeowner.
- Page 9. Added information regarding a two-payment incentive option, where the Installer receives 40% of the incentive upfront, when the equipment is delivered and receives 60% of the incentive once the project is completed and inspected.
- Page 10. Added new guidelines regarding change orders.
- Page 11. In areas where no permit or code inspection is needed, then NYSERDA needs a letter from the Authority Having Jurisdiction stating that.
- Page 13. Section 3.8, Mechanical Execution of Work, labeling of equipment is required for the inspection and maintenance of the system. Also removed expired program dates that are now irrelevant.
- Page 16. Section 4.7 and Section 5.6, Thermal Storage, added language clarifying that thermal storage tanks cannot be fabricated or self-made by the Installer. Changed minimum thermal storage size requirements for qualified cordwood boilers.

Attachment H

- No major changes.

Attachment I

- No major changes.

Attachment J

- New form for Change Order Requests, Project Extensions, or Cancellations.

Attachment K

- Attachment K is a spreadsheet calculator that shows cost payback and must be included for projects that apply for financing.



Renewable Heat NY Residential and
Small Commercial Biomass Boiler
Program Opportunity Notice (PON) 3010
\$9,750,000 Available

**Renewable Heat NY Residential and Small Commercial Biomass Boiler Program
Installer/Contractor Applications to Participate and Customer Project Applications
Open Enrollment through December 31, 2018
by 5:00 PM Eastern Time***

The New York State Energy Research and Development Authority (NYSERDA) requests applications from qualified Boiler Installers/Contractors to participate in a financial incentive program to install approved wood pellet boilers and advanced cordwood boilers with thermal storage for eligible residential and commercial customers. Additional funding may be made available depending on funding availability, customer demand, and program success. The program will be implemented on a first-come, first-served basis.

The RHHY Biomass Boiler Program is open to all New York State residents, businesses and other customers who are interested in installing approved biomass boilers that have an output of 300,000 British thermal units per hour (Btu/hr) or less. Applications must be submitted by an Eligible Installer/Contractor with a completed Project Application Form (Attachment B), which includes the customer's information and signature.

Applications for RHHY Installer Eligibility: To become an "Eligible Installer," a boiler installer/contractor must submit one [1] clearly labeled, completed and signed application package as detailed in the *Renewable Heat New York Biomass Boiler Installer/Contractor Eligibility Application and Instructions (Attachment F)*. Installers/Contractors can apply for eligibility at any time while the program is open. Once approved, the Eligible Installer/Contractor can then apply for financial incentives for the installation of approved boiler and thermal storage systems that meet the requirements of this Program.

Applications for Financial Incentives: To apply for financial incentives, Eligible Installers may submit for each project a clearly labeled, completed and signed Project Application as detailed in the Customer Step-by-Step Guide. Project Applications will be for: (i) **incentives for the installation of an eligible cordwood or wood pellet boiler** (ii) **and additional incentives for the replacement of an existing, operational outdoor or indoor wood boiler/furnace**. Project Applications will be accepted on a first-come, first-served basis. Funding will be available through December 31, 2018. The listed incentive rates will be in place for systems installed by September 30, 2016, at which time rates will be reassessed. Customers with access to natural gas service are not eligible.

All Applications should be mailed to:

**Renewable Heat New York Boiler Program (PON 3010) Attn: Program Manager;
NYS Energy Research and Development Authority, 17 Columbia Circle, Albany, NY 12203-6399**

All Program and Applicant questions should be directed to Ryan Moore at (518) 862-1090, ext. 3267 or ryan.moore@nyserd.ny.gov

All Contractual questions should be directed to Elsyda Ahmed at (518) 862-1090, ext. 3232 or elsyda.ahmed@nyserd.ny.gov.

*Late, incomplete, or unsigned applications will be returned. Faxed or e-mailed applications will not be accepted. Applications will not be accepted at any other NYSEDA location other than the address above. If changes are made to this solicitation, notification will be posted on NYSEDA's website at www.nyserd.ny.gov.

I. INTRODUCTION

WHAT IS THE RENEWABLE HEAT NY (RHNY) BIOMASS BOILER PROGRAM?

The New York State Energy Research and Development Authority (NYSERDA) Renewable Heat NY (RHNY) Residential and Small Commercial Biomass Boiler Program provides incentives for the installation of qualified high-efficiency and low-emissions pellet boiler and advanced cordwood boiler heating systems in New York State. The goal of the program is to spur wider market adoption and foster a long-term commitment to help the high-efficiency and low-emission wood heating industry reach commercialization scale. **This program strongly encourages the retirement and proper recycling of polluting outdoor and indoor wood boilers with replacement by advanced technologies.** Today's biomass boiler technology has lower emissions and is much more efficient, thereby making advanced cordwood and wood pellet boilers a viable alternative to propane or fuel oil. However, fuel switching to wood or wood pellets from natural gas is not eligible for Program incentives or financing.

Customer Eligibility

The Program is open to all New York State customers without access to natural gas service. Customers with natural gas service are not eligible. Incentives are available for customers who install eligible pellet or cordwood biomass boilers that have an output of 300,000 Btu/hr or less. All customers must use an Eligible Installer/Contractor approved by NYSERDA to access incentives through the program. **All boiler installations must comply with all applicable state and local codes and standards.**

Biomass Boiler Incentive

Customers are eligible for financial incentives for eligible wood pellet boilers and advanced cordwood boilers to supplement or replace their existing heating system (except natural gas). The Program provides incentives of 25% of the installed cost, up to a maximum of \$5,000 for the installation of a qualified advanced cordwood boiler heating systems with full thermal storage; or incentives of 45%, up to a maximum of \$36,000 of the installed cost of a qualified wood pellet boiler heating system with full thermal storage. For large commercial installations of large biomass boilers (greater than 300,000 Btu/hr output), incentives are available through NYSERDA's Existing Facilities Large Commercial –PON 1219. For more information, e-mail outreach@nyserderda.ny.gov or call 1-866-NYSERDA.

Recycling Incentive

Recycling incentives are available for customers replacing an outdoor/indoor wood boiler, or wood furnace. **Customers must at the time of application have an installed and functional outdoor or indoor cordwood boiler or wood furnace that may be recycled.** Such customers are eligible for incentives for the retirement and recycling of the existing wood boiler system (\$5,000) or wood furnace (\$2,500). Customers are required to verify removal and recycling of the existing wood boiler or wood furnace and should work with an Eligible Installer/Contractor to provide documentation (Recycling Form Attachment E).

Eligible Technologies

Pellet Boiler Heating Systems (<300,000 Btu/hr)¹ with Full Thermal Storage: Incentives are available for wood pellet boiler heating systems with full thermal storage per requirements outlined in Table 1. All pellet boiler heating systems must include a high-efficiency pellet-fired boiler with a thermal storage (buffer) tank meeting the

¹ Incentives for installation of large commercial pellet boilers (>300,000 Btu/hr) are provided as part of NYSERDA's Renewable Heat – Large Commercial Program – see: www.nyserderda.ny.gov/renewableheatny.
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requirements in the table below and as described in the Program Manual. Pellets must be stored outside of the building as outlined in the Program Manual (Attachment G).

Table 1: Pellet Boiler Heating System Minimum Requirements:

High-Efficiency and Low-Emissions Pellet Boiler Performance for All Systems	
Thermal Efficiency (HHV)	85%
Particulate Emissions	<0.080 lb/MMBtu ²
Carbon monoxide (CO) emissions	<270 ppm at 7%O ₂

Advanced Cordwood Boilers with Full Thermal Storage (<300,000 Btu/hr): Incentives are available for advanced cordwood boiler heating systems with full thermal storage. The installation must include full thermal storage as outlined in the Program Manual (Attachment G). All systems must include eligible boilers meeting the requirements provided in the Program Manual and must (i) meet testing requirements of the Brookhaven National Lab method for advanced cordwood boiler with partial thermal storage, and (ii) have been accepted by the New York State Department of Environmental Conservation (NYSDEC). Eligible boilers are listed at www.nysed.gov/renewableheatny

II. PROGRAM INCENTIVES

Incentives are available for systems meeting requirements of this PON, as outlined in Table 2 and 3 below.

Table 2: Incentives for Eligible Equipment

Advanced Cordwood Boiler with Thermal Storage	25% installed cost up to \$5,000 per unit. An additional \$5,000 for documented recycling (removal and destruction) of old outdoor or indoor wood boiler, or \$2,500 for recycling whole-house wood furnace.
Wood Pellet Boiler with Thermal Storage	45% installed cost up to \$36,000 based on system size. An additional \$5,000 for documented recycling (removal and destruction) of old outdoor or indoor wood boiler, or \$2,500 for recycling whole-house wood furnace.

Table 3: Maximum funding for Pellet Boiler by Size

Boiler Size (kW)	Boiler size (Btu/hr)	Maximum Incentive
≤25	≤86,000	\$10,000
≤35	≤120,000	\$16,000
≤50	≤171,000	\$23,000
≤88	≤300,000	\$36,000

III. HOW DOES THE PROGRAM WORK?

The Program requests applications from qualified Boiler Installers/Contractors to participate in a financial incentive program to install approved pellet boilers and advanced cordwood boilers with thermal storage for eligible residential and small commercial customers. Boiler Installers/Contractors are required to submit applications to become eligible installers under this Program. Installers can apply for eligibility at any time while the program is open. Once approved, Eligible Installers can then apply for financial incentives for the installation of approved boiler and thermal storage systems that meet the requirements of this Program. The program will be implemented on a first-come, first-served basis.

To attain Eligible Installer status, applicants must have demonstrated technical competence in the design and

² Pound per million British thermal units (lb/MMBtu)

installation of advanced cordwood boilers, pellet boilers, and thermal storage, and have signed a written Participation Agreement (Attachment F) with NYSERDA agreeing to the RHNY Program terms and conditions. Incentives are paid directly to the Eligible Installer/Contractor but must be passed on in-full to the customer as a reduction in the customer's out-of-pocket cost. The Eligible Installer/contractor is responsible for preparing and submitting all necessary incentive paperwork to NYSERDA.

Installer/Contractor Eligibility

Installer/Contractor Experience Requirements: Interested qualified Installers may apply to participate in the Program at any time while the program is open. To qualify to participate as an Eligible Installer/Contractor, an Installer/Contractor must meet one (1) of the following levels of experience:

- Have at least three (3) years of relevant experience with the design and installation of hydronic systems,
- Have at least two (2) years of experience installing hydronic systems including a minimum of one (1) successful installation of equipment meeting the requirements of this solicitation (i.e. solid fuel pellet boilers or advanced cordwood boilers defined as low mass (low water jacket volume), staged combustion (sometimes referred to as gasification) boilers with sensors and controls to optimize system performance) and thermal storage and outside bulk pellet storage;
- Be a licensed Master Plumber or Journeyman Plumber, with at least two (2) years of relevant experience with the design and installation of hydronic systems;
- Be a New York State-licensed professional (Registered Architect or Professional Engineer) and have at least two (2) years of relevant experience with the design and installation of hydronic heating systems.

Applicants will be evaluated on past experience installing boilers, including system design and sizing; customer satisfaction; and other relevant experience (i.e. installation of thermal storage). Once approved, Installers/Contractors will receive designation as a Provisional Eligible Installer/Contractor, and will then be eligible to apply for boiler system financial incentives as outlined in the Program.

Installer/Contractor Training Requirements

All approved Provisional Eligible Installers/Contractors must have completed manufacturer's training for the boiler brand they are installing. A certificate of completion or a letter from the manufacturer must be submitted as evidence of having successfully completed manufacturer's training. In addition, at least one individual from the company or firm must successfully complete Renewable Heat NY biomass training: "Hydronics for High-Efficiency Biomass Boilers" or other approved instructor-led training* within six (6) months of submission of your application to participate in the Program. No Project Applications will be approved until this training is completed and the Installer/Contractor is approved as a Provisional Eligible Installer/Contractor under the Program.

Renewable Heat NY biomass training: "Hydronics for High Efficiency Biomass Boilers" is recommended for all installers interested in participating in this Program, and at least one individual from the company or firm must successfully complete it. The training will help guide installers to ensure properly sized and safe installation practices, reduced component failure, lower operations and maintenance costs, increased system longevity and reduced system design and installation costs. Scheduled Instructor-led and online training will be available during the Program period, and registration is available from the website:

<http://www.nyserda.ny.gov/renewableheat>

- Future training will be announced on the NYSERDA RHNY website as it becomes available

***Note:** Online training, or other approved instructor-led training deemed by NYSERDA to cover required learning objectives previously established for the Hydronics for High Efficiency Biomass Boilers training must be approved in advance by NYSERDA to qualify for meeting this training requirement.

Installer/Contractor Business Requirements:

Minimum of two (2) years experience in business related to hydronic heating design and installation. An Eligible Installer/Contractor may use any business structure that is legal for conducting this type of business in the State of New York (corporation, LLC, sole proprietorship, etc). An Eligible Installer/Contractor must be able to meet all Program requirements including required insurance coverage and have the capability to provide warranty services on all installed systems, as required by the Program and NY State law. Eligible Installer/Contractor must comply with all local authority requirements for registration and licensing that apply to the installation of advanced cordwood or pellet boiler heating systems with thermal storage.

When completing the application, the Eligible Installer/Contractor should provide names and resumes of key personnel including ownership, management, sales, installation and design/engineering as well as three (3) company/business references. Eligible Installers/Contractors must employ at least one (1) individual who has met the training requirements as outlined above and in the Program Manual (Attachment G).

Three (3) verifiable customer references for specific projects should be accompanied by a brief description of the systems installed and the applicant's role in the project. Contact information for customers references must be provided to allow for verification. To demonstrate design capability, one sample Manual J heat load analysis calculation must be included with your Instructor/Contractor Eligibility Application (Attachment F).

Note: Manual J is the Air Conditioner Contractors of America (ACCA) approved method of calculating room-by-room and whole house heating and cooling loads.

Once NYSERDA approves an Installer/Contractor Application, NYSERDA will countersign the Participation Agreement and return the executed copy to the approved Installer/Contractor. The Installer/Contractor will be required to provide additional documentation, including proof of insurance in accordance with Article 7, Insurance, of the Participation Agreement.

To be Designated as Full Installer/Contractor: Installers/Contractors who have completed the training requirement and have successfully installed a minimum of one (1) pellet boiler or advanced cordwood boiler project with thermal storage that meets the minimum requirements for a quality installation will move from "Provisional" to "Full" status designation. The qualifying installation must meet quality installation requirements for eligible equipment, including pellet boilers and advanced cordwood boilers defined as low mass (low water jacket volume), staged combustion (sometimes referred to as gasification) boilers with sensors and controls to optimize system performance, and thermal storage.

More information on how to become an Eligible Installer/Contractor can be found in the **Installer/Contractor Eligibility Application and Instructions (Attachment F)**.

IV. PROGRAM REQUIREMENTS

The following rules apply to the Program:

Once a Participation Agreement with NYSERDA has been executed, an Eligible Installer/Contractor can submit projects to the Program for incentive consideration.

Incentives are available on a first-come, first served basis, and will only be reserved for customers once an application has been approved by NYSERDA. The Incentive Payment Request Form (Attachment C) and Recycle Form (Attachment E) must be submitted by an Eligible Installer/Contractor. Eligible installers may request 40% incentive payment up-front, after all approved system components have been delivered to a customer's site, all permits and approvals have been obtained, and the Incentive Payment Request Form (Attachment C) is completed and submitted to NYSERDA for approval. Incentives are paid directly to the Installer/Contractor upon approval of the Incentive Payment Request Form (Attachment C), and the incentives must be passed on in the full amount to the customer. Incentives will not be provided directly to customers purchasing or installing the new system. Incentives are only available for new equipment and systems that have

not been installed (partially or completely) prior to NYSERDA approval of a Project Application. NYSERDA reserves the right to adjust incentives without notice.

Installation Requirements

- **Heat Load Calculation Requirement:** The Air Conditioning Contractors of America (ACCA), Manual J protocol determines how much heating or cooling a house actually needs. A Manual J heat load calculation must be performed and submitted to NYSERDA along with the Project Application for approval in order to demonstrate proper sizing of the boiler and thermal storage system pursuant to the heating needs in the home. Manual J Heating Ventilation and Air Conditioning (HVAC) load calculations require entry of relevant data, such as the home's orientation, insulation levels, window types, areas of all the surfaces that gain or lose heat, and more. The output of the calculation is how much cooling and heating the house needs in Btu per hour for each room, each zone, and the whole house. A room-by-room heat load calculation is required to use the results and the equipment specifications to select equipment and design a duct system that will perform at its maximum efficiency using ACCA's other design protocols, Manuals S, T, and D, as appropriate.
- **Compliance with all State and Local Requirements:** The installations must comply with any and all manufacturers' installation requirements, applicable laws, regulations, codes, licensing and permit requirements including, but not limited to, the New York State Environmental Quality Review (SEQR), the New York State Building Code, New York State Plumbing Code, the National Electric Code, and all applicable New York State, city, town, or local ordinances or permit requirements.

V. GENERAL CONDITIONS

Proprietary Information - Careful consideration should be given before confidential information is submitted to NYSERDA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes.

The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise."

Information submitted to NYSERDA that the proposer wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 <http://www.nyserda.ny.gov/About-/media/Files/About/Contact/NYSERDA-Regulations.ashx>. However, NYSERDA cannot guarantee the confidentiality of any information submitted.

Omnibus Procurement Act of 1992 - It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises, as bidders, subcontractors, and suppliers on its procurement Agreements.

Information on the availability of New York subcontractors and suppliers is available from:

Empire State Development
Division for Small Business
625 Broadway
Albany, NY 12207

A directory of certified minority- and women-owned business enterprises is available from:

Empire State Development
Minority and Women's Business Development Division
625 Broadway
Albany, NY 12207

State Finance Law sections 139-j and 139-k - NYSERDA is required to comply with State Finance Law sections 139-j and 139-k. These provisions contain new procurement lobbying requirements which can be found at: <http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>

Tax Law Section 5-a - NYSERDA is required to comply with the provisions of Tax Law Section 5-a, which requires a prospective contractor, prior to entering an agreement with NYSERDA having a value in excess of \$100,000, to certify to the Department of Taxation and Finance (the "Department") whether the contractor, its affiliates, its subcontractors and the affiliates of its subcontractors have registered with the Department to collect New York State and local sales and compensating use taxes. The Department has created a form to allow a prospective contractor to readily make such certification. See, ST-220-TD (available at http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf).

Prior to contracting with NYSERDA, the prospective contractor must also certify to NYSERDA whether it has filed such certification with the Department. The Department has created a second form that must be completed by a perspective contractor prior to contacting and filed with NYSERDA. See, ST-220-CA (available at http://www.tax.ny.gov/pdf/2006/fillin/st/st220ca_606_fill_in.pdf). The Department has developed guidance for contractors which is available at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Contract Award - NYSERDA anticipates making multiple awards under this solicitation. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations. Each offer should Renewable Heat NY Biomass Boiler Program, Program Opportunity Notice (PON) 3010, Pg 7

be submitted using the most favorable cost and technical terms. NYSERDA may request additional data or material to support applications. NYSERDA will use the PARTICIPATION Agreement (Included in Attachment F) to contract successful Installer proposals. NYSERDA expects to notify applicants in approximately three (3) weeks from receipt of the Project Application Form (Attachment B) whether your application has been selected to receive an award.

Limitation - This solicitation does not commit NYSERDA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in NYSERDA's best interest.

Disclosure Requirement - The proposer shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each. When a proposer is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of NYSERDA after the award of a contract, NYSERDA may exercise its stop-work right pending further investigation, or terminate the agreement; the contractor may be subject to penalties for violation of any law which may apply in the particular circumstances. Proposers must also disclose if they have ever been debarred or suspended by any agency of the U.S. Government or the New York State Department of Labor.

ADDITIONAL INFORMATION AND ATTACHMENTS

Information for Installers/Contractors and Customers

Customer Step-by-Step Guide	Attachment A
Project Application Form*	Attachment B
Incentive Payment Request Form*	Attachment C
Addendum to Customer Purchase Agreement	Attachment D
Recycling Form*	Attachment E
*Needs to be completed by Installer/Contractor	

Information on Becoming an Installer/Contractor

Installer/Contractor Eligibility Application, Instructions and Participation Agreement	Attachment F
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Specific Program Rules

NYSERDA RHNY Program Manual	Attachment G
Quality Assurance Checklist (Design and Installation)	Attachment H

<u>GJGNY Financing</u> – Contractor Application Package for EFS	Attachment I
- Contractor Application	
- Contractor Participation Agreement	
- ACH Authorization Form	

<u>Change Order Request Form</u> –	Attachment J
- Change Orders	
- Project Extensions/Cancellations	

<u>Pro-Forma Loan Calculator</u> –	Attachment K
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Attachment A

RENEWABLE HEAT NY BIOMASS BOILER PROGRAM

Customer Step-by-Step Guide

Find an Eligible Installer/Contractor to learn about installation options and requirements. Only a NYSERDA Eligible Installer/Contractor may apply for incentives and assist with customer financing through the Program. A list of Eligible Installers and Contractors is available on NYSERDA's website at <http://www.nysERda.ny.gov/renewableheatny>.

Available Financing

- **Residential Customers**

May be eligible to finance the purchase and installation of their biomass boiler system through NYSERDA's low-interest financing options. The first option is the On-Bill Recovery Loan. With this loan option, your monthly payments may not exceed your estimated average monthly energy cost savings. Your loan payments are built right into your utility bill so you will not have an extra bill each month. Your energy savings essentially pay for your work. The other loan option is available through the Green Jobs/Green New York (GJGNY) Program. Residential customers may apply for GJGNY financing online or download an application at www.energyfinancesolutions.com. The GJGNY financing is available for residential biomass boiler systems installed on **existing homes of four units or less**.

- **Small Commercial Customers**

May be eligible to finance their biomass boiler system through low-interest small commercial financing offered through GJGNY. NYSERDA will review the Project Application to determine the project's eligibility for financing and will notify the customer of the status (approved/denied). Customers whose Renewable Heat NY project has been approved for financing can then take the NYSERDA approval letter to a participating lender to apply for financing. For more information on NYSERDA's low-interest loan options for small business and not-for-profit customers, including the forms and list of participating lenders, visit: www.nysERda.ny.gov/small-commercial-financing.

Ask the Eligible Installer/Contractor questions such as the following:

- *How many hydronic heating systems have you installed? How many projects similar to my proposed project have you completed in the last year?*
- *What is the estimated price range for an eligible biomass boiler and thermal storage system when installed with my existing hydronic distribution system?*
- *Will my project require a building permit? If yes, will you be responsible for obtaining the permit? (You may want to choose a contractor familiar with the permitting process in your county, city, or town.)*
- *Will my system need to be approved by the local code official?*
- *What other approvals are required in my municipality?*
- *May I have a list of references? (Participating Installers/Contractors have provided NYSERDA with customer references including names, addresses, and phone numbers. Ask each client how long ago the project was and whether it was completed on time. Was the client satisfied? Were there any unexpected costs? Did workers show up on time and clean up after finishing the job)*
- *What types of insurance do you carry (Participating Installers/Contractors must have general liability and worker's compensation insurance)?*

Check with your Municipality and Local Code Official to learn more about the requirements for a installing a high-efficiency biomass boiler system. Be sure you know who is responsible for obtaining and paying for any and all permits, inspections and approvals. These responsibilities should be addressed in a written agreement with your Participating Installer/Contractor.

Apply to the Program

Once you have decided to install a biomass boiler system and have chosen an **Eligible Installer/Contractor, they will provide you with the following documents:**

- **Project Application (Attachment B).** The Eligible Installer /Contractor must submit the Project Application package to NYSERDA. Consider asking Eligible Installer/ Contractor for a copy of the package for your records.
- **Incentive Payment Request Form (Attachment C).** The Eligible Installer /Contractor must submit the Incentive Payment Request Form to NYSERDA. The incentive will be paid directly to the Installer/Contractor at the completion of the installation and acceptance by NYSERDA. By signing the Incentive Payment Request Form (Attachment C), the customer is confirming receipt of the System's Operation and Maintenance Manual and agrees to allow NYSERDA to use pictures of their System for any Marketing Materials or promotion of the Program.
- **Customer Agreement.** The contract is between you and the Participating Installer/Contractor for the installation of a qualified biomass boiler system. The Customer Agreement should include details such as system costs, installation and payment schedules, responsibilities related to all permitting, warranty/maintenance plan, and other required approvals, etc. The documents clearly identify everything the Eligible Installer/Contractor will provide with respect to the installation. The Agreement must clearly apply the full amount of the NYSERDA incentive toward the price of the system.
- **Addendum to the Customer Purchase Agreement (Attachment D).** This Addendum must be signed by both the Customer and the Installer/Contractor and submitted to NYSERDA with your Project Application. The Addendum to the Customer Purchase Agreement includes provisions designed to protect you. The eligibility of your system will depend on the Eligible Installer/Contractor adherence to the terms of the Addendum.
- **Recycling Form (Attachment E).** The Eligible Installer/Contractor must submit the Recycling Form to NYSERDA for approval. The Recycling Form is required for projects retiring an outdoor wood boiler (OWB), indoor wood boiler (IWB) (\$5,000) or wood furnace (\$2,500) that is replaced by an approved advanced cordwood or pellet boiler heating system for an incentive. The recycling incentive will be paid directly to the eligible Installer/Contractor.
- **System Design and Approval Report.** The Eligible Installer/Contractor will receive a report from NYSERDA that outlines the approved design and schematics of the system and gives formal approval for the project installation to begin. This report should be shared with the customer.

NYSERDA's **REVIEW OF THE PROJECT APPLICATION** includes the following:

Review for Completeness and compliance: If a Project Application package is not complete or if it presents issues of non-compliance, NYSERDA will notify the Eligible Installer/Contractor and request additional information or clarification. Project Applications must include a detailed design schematic or drawing of the systems and its related components. The drawings do not have to be in CAD software and hand-drawn schematics will be accepted, but drawings must label each piece of equipment and show the direction of the supply and return flow of the hydronics. An application will be denied after three (3) unsuccessful requests to the Eligible Installer/Contractor for missing or inaccurate application documents. If an application is denied, Eligible Installer/Contractor will be notified that they may re-apply. After NYSERDA has received all requested information, the application will be reviewed.

Approval Notification: The Eligible Installer/Contractor will be notified directly of the approval or denial of each application package. Notices of approval will specify the amount of the incentive and the timeframe within which the system must be installed. Notices of denial will detail deficiencies in the application, allowing you and Eligible Installer/Contractor to make corrections and re-submit an application. Eligible Installers/Contractors who proceed with construction prior to submittal of a project to NYSERDA do so at their own financial risk. It is the responsibility of the Eligible Installer/Contractor to notify their customer of the status of their project application. NYSERDA does not notify customers. If the number of applications exceeds available funding, project applications will be placed on a funding waitlist in the order they have been submitted to the Program. The placing of a project application onto the waitlist does not constitute an entitlement to an incentive.

Complete project within 120 days of NYSERDA approval.

All projects must be complete within 120 days from the date of NYSERDA approval. It is important that you, the customer, keep track of this deadline, as the eligibility of your System for incentive payments depends on meeting the required timeline. Project Extensions may be granted, upon written request, on a case-by-case basis, if there are legitimate and verifiable issues or delays related to new construction or equipment availability. Project extensions may be granted in 90-day increments. If the installation of your System is not progressing according to schedule, contact your Eligible Installer and/or Contractor.

If you have any questions regarding an application or the program, e-mail NYSERDA at RHNY@nyserdera.ny.gov. In the subject line please reference the RHNH Biomass Boiler Program.



For NYSERDA use
 NEIS # _____
 Vendor # _____

Attachment B
RENEWABLE HEAT NY BIOMASS BOILER PROGRAM
Project Application Form

Instructions: *The Contractor/Installer must complete this Project Application and attach all required documents as outlined in the Program Manual, Section 3.1.*

Contractor/Installer _____ Installer # _____ Cell Phone _____
 Customer Name _____ Customer Phone No. _____
 Customer Email _____ Installation Address _____ City _____ Zip _____

Is this replacing an outdoor wood boiler? Yes No Historic Fuel Use (Gallons Fuel or Cords Wood) _____ Yr 1 _____ Yr 2 _____ Yr3
 Auxiliary Fuel: _____ Oil _____ Propane _____ Coal _____ Wood _____ Other (Please Indicate: _____)
 Age of Existing Heating System _____ Size (MMBtu/hr) _____ Brand/Manufacturer _____ Model No. _____

Type of building _____ Existing _____ New Construction

Customer sector type: Residential Small Commercial **Will project use GJGNY Financing?** Yes No

Customer sub-sector: _____ Single Family Residence _____ 2-4 Family Residence _____ Multifamily (>4) _____ Agricultural
 _____ Educational _____ Municipality _____ Government _____ Industrial _____ Other (Please Indicate: _____)

Electric Utility – One box must be checked Central Hudson _____ RG&E _____ Con Edison _____ National Grid _____ NYSEG _____ O&R _____ NYPA _____ LIPA _____

Proposed Equipment Size and Costs

	Manufacturer and Model	Size	Cost
Program Eligible Boiler		MBtu/hr	\$ _____
Auxiliary Fuel Boiler		MBtu/hr	\$ _____
Thermal Storage		gal.	\$ _____
Pellet Storage		Tons	\$ _____
Pellet Conveyance System			\$ _____
Expansion Tank			\$ _____
Controls			\$ _____
Breaching and Venting			\$ _____
Piping, Circulator, Hydronic Components			\$ _____
All other costs (including installation, labor costs, etc.)			\$ _____
	TOTAL COST BEFORE NYSERDA INCENTIVE		\$ _____
	NYSERDA INCENTIVE		\$ _____
Recycling incentive for wood-burning systems (also eligible for fossil-fuel systems on a case-by-case basis)	NYSERDA RECYCLING INCENTIVE		
	Check one: <input type="checkbox"/> Wood Boiler (\$5,000) <input type="checkbox"/> Wood Furnace (\$2,500)		\$ _____
COST TO CUSTOMER AFTER INCENTIVE (Total Cost less NYSERDA Incentive less Recycling Incentive)			\$ _____

All applicants must attach an itemized receipt or estimate with all costs, AHJ approval and permits, description of the system operation, pipe schematic, electrical controls and wiring diagram, and the Manual J heat load calculation as described in Section 3.1 of the Program Manual.

CERTIFICATION STATEMENT:

I certify that all information provided in this application, is true and correct to the best of my knowledge.

Installer/Contractor Signature _____ Date _____

Print Installer/Contractor Name _____

Customer Signature _____ Date _____

Print Customer Name _____

Attachment C

PON 3010 – RENEWABLE HEAT NY BIOMASS BOILER PROGRAM

Incentive Payment Request Form

NYSERDA PO # _____

Installer Name: _____ NYSERDA Application No. _____ — _____

Billing Address for Eligible Installer _____

If insurance expires soon, please attach current Certificate of Insurance as stipulated in Attachment G- Program Manual)

Customer Name _____

Installation Address _____

Actual Installation Date _____ **TOTAL PROJECT COST \$** _____

Payment Options (Eligible installers may request 40% incentive payment up-front, after all approved system components have been delivered to a customer's site, all permits and approvals have been obtained, and this form, with the section below completed and submitted to NYSERDA for approval)

40% INCENTIVE PAYMENT REQUESTED \$ _____	OR	TOTAL INCENTIVE PAYMENT REQUESTED (Paid upon project completion and NYSERDA approval) \$ _____
60% INCENTIVE PAYMENT REQUESTED (Paid upon project completion and NYSERDA approval) \$ _____		
TOTAL: \$ _____		

Items to be included in the 40% request (See Program Manual, Section 2.3, *Incentive Payments*, for two-payment option details.):

Manufacturer	Model No.	Cost
		Total:

Items to be included in the 60% request

Manufacturer	Model No.	Cost
		Total:

ELIGIBLE INSTALLER CERTIFICATION STATEMENT – Eligible Installer to check item(s) and sign below.

I certify that all information provided in this form, including all attachments, are true and correct to the best of my knowledge.

- Installer has attached final receipt showing detail of all costs for equipment and labor for the installed system.
- Installer has recycled existing boiler and attached the Recycling Form (Attachment E), as applicable for this project.
- Installer has submitted proof of approval by all authorities having jurisdiction (AHJ), to NYSERDA.
- Installer has installed CO alarm listed to comply with UL 2034 or CSA (Canadian Standards Association) 6.19.
- Installer has inspected the system to verify it meets all codes and NYSERDA’s Program Requirements.
- Installer has given instruction on the operation of the system to the customer, and provided Operation and Maintenance Manual(s).
- Installer has identified all crew members (listed below) who served in a primary role during installation of the system.

Eligible Installer Signature _____ Date _____

Company Signature _____ Date _____

CUSTOMER CERTIFICATION STATEMENT – Customer to check item(s) and sign below.

I agree that all installation responsibilities have been completed by the Installer as agreed to in the Customer Purchase Agreement.

- Customer has received a copy of the Operation and Maintenance Manual.
- Customer agrees to allow NYSERDA to use pictures of their Biomass Boiler System for any Marketing Materials.
- Customer agrees to allow NYSERDA to contact the customer’s pellet delivery services provider for the purpose of Program evaluation.

NAME OF BULK PELLETS SUPPLIER (FOR PELLETS BOILER INSTALLATIONS ONLY): _____

Customer Signature _____ Date _____

Attachment D
RENEWABLE HEAT NY BIOMASS BOILER PROGRAM
Addendum to the Customer Purchase Agreement

All Customer Purchase Agreements must include an executed copy of this Addendum to be eligible to apply for Renewable Heat NY Program incentives. The Eligible Installer is identified below as “Installer”; the Customer/Owner is identified below as “Customer.” Please email NYSERDA at RHNY@nyserda.ny.gov regarding any questions, or to check the status of your application.

Renewable Heat NY incentives are only available for the installation of new, eligible systems that have not been installed (partially or completely) prior to NYSERDA approval of the Incentive Application and Manual J Calculation (Attachment B). Incentives will not be provided directly to Customers but are paid to the NYSERDA Eligible Installer, who must apply the entire incentive amount to the Customer’s system cost. The Customer and the Contractor/Installer must both sign the Incentive Payment Request form (Attachment C) upon completion of the project, prior to submittal to NYSERDA.

Recycling Incentive: For customers replacing an existing indoor or outdoor wood boiler, NYSERDA will provide a \$4,000 recycling incentive for proper retirement of the old outdoor or indoor wood boiler. The Customer and Eligible Installer/Contractor must complete and submit the Recycling Form (Attachment E) along with a receipt from the recycling center and other required documentation as proof of recycling and proper disposal of the existing wood boiler. The incentive is paid directly to the Installer/Contractor and must be passed on in the full amount to the customer.

Qualified Customers: Incentives are available to small commercial and institutional customers, and residential home owners installing eligible equipment in their facilities located in New York State.

Review of System Design: NYSERDA will review the design of the boiler system and consider issues including, but not limited to, proper sizing of the boiler and thermal storage system, pellet storage (as applicable), right-sizing of distribution system and expected output, control strategies, good venting practices, etc. NYSERDA approval of the Incentive Application is contingent on adherence to the proposed system design. Installers must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be revoked.

Quality Control: For quality control purposes, Customer must provide NYSERDA or its representative with reasonable access to the biomass boiler for inspection purposes. Final incentive payments may be contingent on NYSERDA inspection of the installed biomass boiler.

Publicity and Site Events: Customers and Installers are required to collaborate with NYSERDA’s Director of Communications should they prepare any press release or plan any news conference related to the project.

NYSERDA is authorized to use biomass boiler system photographs in brochures, on its website, and in other print materials.

Tax Incentives: Customers are encouraged to consult the Internal Revenue Service (See www.irs.gov), the NYS Department of Taxation and Finance (See www.tax.state.ny.us) and an accountant/tax adviser for details on eligibility for any tax credits provided in the law, regardless of whether the Installer has provided information regarding any expected tax benefits (real property, federal or state tax incentives, or sales and use tax exemptions).

Cost Estimate/Total System Price: The Customer has relied upon the Contractor/Installer to include any and all costs associated with the complete installation of the proposed biomass boiler system in the Customer Purchase Agreement. If additional costs are sought from the Customer, the Customer Purchase Agreement may be cancelled without penalty and the customer may seek a full refund of any deposit paid to Contractor/Installer or costs the Customer incurred under this Agreement, less any reasonable site visit fees charged by the Company/Installer.

Incentive Estimate: If the Installer does not submit a completed Project Application (Attachment B) to NYSERDA, or if the Project Application (a) is not approved by NYSERDA or (b) if NYSERDA approves a lower incentive, the Customer may terminate this Customer Purchase Agreement without penalty and seek a full refund of any deposit paid to Installer or costs he or she incurred under this Customer Purchase Agreement, less any reasonable site visit fees charged by the Company/Installer.

Biomass boiler system completion/commissioning: The Company/Installer agrees to complete the installation of the system, and request all necessary inspections, within 120 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Company/Installer will be required to return any and all incentive payments to NYSERDA if this milestone has not been met.

Coordination of Programs: The installer/contractor should survey the entire home or building, including the exterior to look for any insulation or air-sealing gaps that may result in lost efficiency. Customers will not be required to implement energy-efficiency measures as a pre-requisite of receiving a Renewable Heat NY incentive. Homeowners are encouraged to call 1-877-NY-SMART or visit www.nyserda.ny.gov/homeperformance to apply to the Home Performance with ENERGY STAR to implement additional energy-efficiency measures. Small commercial customers should also call 1-877-NY-SMART or visit <http://www.nyserda.ny.gov/Governor-Initiatives/Green-Jobs-Green-New-York/Small-Business-and-Not-for-Profits.aspx> for information on incentives for additional energy-efficiency improvements.

General Business Law: If this Agreement is deemed to be a Home Improvement Contract under the NYS General Business Law §770, et seq., Customer is entitled to various notices. A description and explanation of this law can be accessed at <http://www.dec.ny.gov/lands/5341.html>. This Agreement may also be subject to the federal Consumer Leasing Act (15 USC 1667 et. seq). <http://www.federalreserve.gov/boarddocs/supmanual/cch/leasing.pdf>

Warranty: The Eligible Installer/ Contractor must provide the purchaser of the boiler system with a one year full cost warranty including labor, repair or replacement of defective components or systems, and an additional two year period for the repair or replacement of all parts. The Installer/Contractor is responsible for providing warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer. The Installer/Contractor has the option to extend the required warranty through an extended warranty offer via an optional customer service agreement.

Consumer Information: New York consumers and customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information:
http://www.ag.ny.gov/bureaus/consumer_frauds/tips/home_improvements.html

The NYS Consumer Protection Board offers additional information with the following publications:
http://www.nysconsumer.gov/educating/home_ownership/home_improvement_series.htm



Conflicting Terms: In the event of a conflict between the terms of the Customer Purchase Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

Communication with Customer: Installer/Contractor and Customer agree that NYSERDA may, at NYSERDA’s discretion, communicate by voice and/or written format with any Customer with respect to any matter relevant to a proposed or installed system. Such communications may be in reply to an inquiry from a Customer or at NYSERDA’s initiation.

System Attributes: When assessing and reporting on the progress of the RHNY program, or on the composition of the energy generated and/or consumed in NYS, NYSERDA and the NYS Department of Public Service reserve the right to include will include all energy created by any project receiving funds through the RHNY Program, for the life of such projects, and the environmental attributes associated with such energy, whether metered or projected, as a part of any report, evaluation, or review of NYSERDA’s programs, whenever any such report, evaluation, or review may be conducted or issued.

Disclaimer: The Customer understands that neither NYSERDA nor the State of New York: (1) endorse any Eligible Installer; or (2) guaranty, warranty, or in any way represent or assume liability for any work proposed or carried out by an Eligible Installer. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the installed systems or the adequacy or safety of such measures.

Certification Statement: By signing, all parties certify that they have read and understand the above information and requirements and agree to abide by them. NYSERDA will not accept an application from an Installer if the date of the signed contract with the customer is over 30 days prior to receipt.

Customer: By signing below, the customer certifies that he or she resides or operates a business in New York State and seeks to install a new, eligible cord wood or pellet boiler that has not been installed (partially or completely) prior to NYSERDA approval of the Incentive Application.

Customer Signature _____ Date _____

Print Customer Name _____

Eligible Installer/Contractor: By signing below, the Installer/Contractor certifies that he or she is: (1) Eligible to participate in NYSERDA’s Incentive Program; (2) in compliance with Terms and Conditions of NYSERDA’s program; and (3) is bound by the Terms and Conditions of this Customer Purchase Agreement.

Eligible Installer/Contractor Signature: _____ Date _____

Print Name: _____

**Attachment E
RENEWABLE HEAT NY BIOMASS BOILER PROGRAM
Recycling Form**

Instructions: Installers/Contractors may recycle used outdoor or indoor wood boilers or wood furnace at any appropriate recycling center. The recycling center must provide a receipt with details described below such that the Program can determine that the boiler or furnace has been properly recycled (removal from service and destruction).

Customer Information

Project Number: _____

Full Name (print):	Address:
Signature:	Phone:
	Email Address:

By signing above, the Applicant attests their approval for the Eligible Installer/Contractor to remove and recycle the old wood boiler or wood furnace per terms of the Program. The recycled wood furnace must have a rated output capable of meeting the demand of the residence (range example. 70,000-200,000 Btu/h) and must be connected to the forced hot air ductwork as a central heating appliance (this will often be in paralleled or series with another heating appliance).

Eligible Installer/Contractor Information

Business Name (print):	Address:
Signature (required):	Phone:
Installer/Contractor Printed Name:	

By signing above, the Installer/Contractor attests to have properly recycled (removal from service and destruction per terms of the Program) the existing outdoor or indoor wood boiler or wood furnace as a condition for receipt of the rebate for the recycling incentive. **A legible itemized receipt from the recycling center must be submitted along with this form, including: Customer name, date of recycling, name of the recycling facility, address and phone number for the recycling facility. The receipt must CLEARLY indicate “cordwood boiler,” “wood furnace,” or “wood stove” in the recycled item description. A single receipt for the recycling of multiple items will be accepted provided that each cordwood boiler is appropriately itemized.**

Existing Boiler or Wood Furnace Being Replaced

Only outdoor or indoor wood boilers and wood furnaces are eligible for a recycling incentive.

Cost of Removal: (\$) _____

Manufacturer:	Model:	Age (years)
---------------	--------	-------------

New Advanced Cordwood Boiler Being Installed

Manufacturer:	Model:
---------------	--------



NYSERDA

Attachment F
RENEWABLE HEAT NY BIOMASS BOILER PROGRAM
Installer/Contractor Eligibility Application and Instructions

The New York State Energy Research and Development Authority (NYSERDA) will accept applications to become an Installer/Contractor under PON 3010 as long as funds remain available. If approved, the applicant will be required to execute the Participation Agreement with NYSEDA and to abide by its terms and conditions. Installers/Contractors will then be authorized to submit Project Applications for eligible cordwood, wood, and pellet boilers with thermal storage and must meet the requirements of PON 3010, in accordance with the terms and conditions outlined in Renewable Heat NY Program Participation Agreement and the Renewable Heat NY Program Manual.

Eligible Installer/Contractor Agreement and Status Designation - New Installer applicants initially approved by NYSEDA are assigned Provisional status, in accordance with the terms outlined in the PON 3010 Participation Agreement. Maintenance of the Installer/Contractor status designation is contingent upon adherence to the Renewable Heat NY's Program's Participation Agreement. If an Installer/Contractor, its employees, or subcontractors do not meet the Renewable Program requirements, or terms and conditions, the Installer may be subject to disciplinary actions including NYSEDA assignment of a Probationary or Suspended status or termination of the Participation Agreement.

Eligible Installer/Contractor Qualifications

Interested qualified Installers may apply to participate in the Program at any time while the program is open. An Eligible Installer/Contractor may use any business structure that is legal for conducting this type of business in the State of New York (corporation, LLC, sole proprietorship, etc.). An Eligible Installer/Contractor must be able to meet all Program requirements including required insurance coverage and have the capability to provide warranty services on all Biomass Boiler systems installed, as required by the RHHY Biomass Boiler Program and NY State law. Eligible Installer/ Contractors participating in RHHY must comply with all local authority requirements for registration and licensing that apply to the installation of Biomass Boiler systems.

To qualify to participate as an Eligible Installer, an Installer/Contractor must meet one (1) of the following levels of experience:

- Have at least three (3) years of relevant experience with the design and installation of hydronic systems;
- Have at least two (2) years of experience installing hydronic systems including a minimum of one (1) successful installation of equipment meeting the full requirements of this solicitation (i.e. solid fuel pellet boilers or advanced cordwood boilers defined as low mass (low water jacket volume), staged combustion (sometimes referred to as gasification) boilers with sensors and controls to optimize system performance) and thermal storage and outside bulk pellet storage;
- Be a licensed Master Plumber or Journeyman Plumber, with at least two (2) years of relevant experience with the design and installation of hydronic systems;
- Be a New York State-licensed professional (Registered Architect or Professional Engineer) and have at least two (2) years of relevant experience with the design and installation of hydronic heating systems.

Installers/Contractors will be evaluated on past experience installing boilers, including system design and sizing; customer satisfaction; and other relevant experience (i.e. installation of thermal storage, etc.). Once approved, eligible Installers/Contractors will receive designation as a Provisional Installer/Contractor and will then be eligible to apply for boiler system financial incentives as outlined in the Program.

Installer/Contractor Training Requirements

All approved Provisional Installers/Contractors, must have completed manufacturer's training for the boiler brand they are installing. A certificate of completion or a letter from the manufacturer must be submitted as evidence of having successfully completed manufacturer's training. **Evidence of completion of Manufacturer's Training must be submitted with the Installer/Contractor Eligibility Application.**

In addition, at least one individual from the company or firm must successfully complete Renewable Heat NY biomass training: "Hydronics for High-Efficiency Biomass Boilers" or other approved instructor-led training * within six (6) months of submission of your application to participate in the Program. No Project Applications will be approved until this training is completed and the Installer/Contractor is approved as a Provisional installer under the Program.

- Renewable Heat New York Biomass Training: "Hydronics for High Efficiency Biomass Boilers." This training is required for all installers interested in participating in this Program, and will help guide installers to ensure properly sized and safe installation practices, reduced component failure, lower operations and maintenance costs, increased system longevity and reduced system design and installation costs. Online training is available through the Program website. Instructor-led training is available during the Program period; the schedule of classes and registration is available from the website <http://www.nyserda.ny.gov/renewableheatny>.

* **Note:** Other online training, or other approved instructor-led training deemed by NYSERDA to cover required learning objectives previously established for the Hydronics for High Efficiency Biomass Boilers training must be approved in advance by NYSERDA to qualify for meeting this training requirement.

Additional qualifications are based on the following:

Business Experience – Installer will be evaluated on past performance, areas of responsibility within their firm or organization; installation experience; credentials; employment history; customer satisfaction; and other relevant experience. References and contact information to allow verification must be provided.

Customer References – Provide three (3) customer references for completed projects. Contact information for all three (3) customers references must be provided to allow for verification. For one (1) of these completed projects, the customer must complete the Biomass Boiler Installer Reference Questionnaire (page 6) which must include a brief description of the system installed and the applicant's role in the project. To demonstrate design capability, one sample Manual J load analysis calculation must be included with your application. **Note:** Manual J is the ACCA (Air Conditioner Contractors of America) approved method of calculating room-by-room and whole house heating and cooling loads.

Performance Under Other NYSERDA Programs – An Installer/Contractor Application will not be processed if the applicant is listed as the Installer on a delinquent system or where unresolved customer or performance issues exist with respect to any other NYSERDA program.

Contractor Qualifications

Interested qualified companies may apply to participate in the Program at any time while the program is open. When making application, contractor should provide name of qualified installer, resumes of key personnel including ownership, management, sales, installation and design/engineering as well as three company references. Eligible Installers/Contractors must employ, or hire subcontractors that employ, installers who meet one of the training requirements detailed in Section 1.4 of the Biomass Boiler Program Manual.

Upon approval by NYSERDA to be a participant in the Biomass Boiler Program, the Contractor will then be authorized to submit Project Applications for projects meeting the requirements of PON 3010, in accordance with the terms and conditions outlined in the Biomass Boiler Program Participation Agreement and the Biomass Boiler Program Manual. A system installed by a Contractor who is not a participant in the Program is not eligible for Program incentives.

Additional Documents for submission:

Participation Agreement – sign and return Signature Form (Page 16 of Attachment F)

Insurance Certificate – please note NYSERDA required language on sample Certificate

W-9 for Installer/Contractor

Company Business References

Customer References (minimum of three required)

Sample Manual J Heat Load Calculation and Results from Prior project(s)

BIOMASS BOILER INSTALLER/CONTRACTOR APPLICATION

A. CONTACT INFORMATION

Installer Name _____

Mailing Address _____ City _____

State _____ Zip _____ - _____ Phone Number (_____) _____ Fax (_____) _____

Job Title _____ No. of Years in Current Position/Company _____

E-mail _____

Previous Employment if in Current Position for Less than 2 Years: _____

Contractor/Company Name: _____

Contact Name and Title _____

Mailing Address _____ City _____

State _____ Zip _____ - _____ Phone Number (_____) _____ Fax (_____) _____

Job Title _____ No. of Years in Current Position/Company _____

E-mail _____

ADDITIONAL INSTALLER CREDENTIALS:

Number of years professionally installing Hydronic Boiler systems: _____

Number of years designing Hydronic Boiler systems for installations: _____

Total number of installations completed: _____

Number Biomass Boiler installations completed: _____

Please list previous or current participation in any other state or utility program: _____

Has your eligibility for any NYSERDA program ever been suspended or revoked? Yes / No (Circle one).

Have you ever been debarred or suspended by any government agency? If yes, please attach explanation on a separate page.



Customer References*

Name of Customer, Phone No., System Size/Type

- 1. _____
- 2. _____
- 3. _____

*Please have one (1) of the three (3) references listed above complete the Biomass Boiler Installer Reference Questionnaire (page 6) and return with application. To expedite the Questionnaire, Installers have the option to provide the names and phone numbers of the customer references and NYSERDA will follow-up with the customer to complete the attached Questionnaire.

Installation experience of at least three Hydronic Boiler systems is preferred. Please provide relevant documentation to demonstrate customer experience specifically related to Biomass Boiler systems and thermal storage, qualified under this solicitation. Additional references may be attached.

Upon approval as an Installer/Contractor, applicant will be required to execute "PON 3010 BIOMASS BOILER PROGRAM PARTICIPATION AGREEMENT with NYSERDA and to abide by its terms and conditions. NYSERDA will not execute the Participation Agreement until the Installer/Contractor has provided the insurance certificate as specified in Article 7 of the BIOMASS BOILER PROGRAM PARTICIPATION AGREEMENT. NYSERDA will not approve project applications nor pay incentives unless complete and current insurance certificate is filed with NYSERDA's Office of Contract Management.

CERTIFICATION STATEMENT I certify that all information provided in this Form, including any attachments, is true and correct to the best of my knowledge.

Installer Signature _____ **Date** _____

Installer name (print name) _____

Contractor Signature - Corporate Officer _____ **Date** _____

Corporate Officer Name (print name and title) _____

Application Package may be emailed to RHNY@nyserda.ny.gov or sent by mail to:

RHNY Biomass Boiler Installer/Contractor Application PON 3010
Attn: Program Manager
NYSERDA
17 Columbia Circle
Albany, NY 12203-6399

The success and future of this publicly-funded program depends on the performance and integrity of Installers/Contractors in their dealings with the public and the installation of Biomass Boiler systems. The Installer/Contractor Participation Agreement has been designed to protect the integrity of the Program and will be enforced. In its role as administrator of the Biomass Boiler Program, NYSERDA reserves the right to deny Installer status to any applicant and to revoke such status where in its judgment such action is in the best interests of the program.

BIOMASS BOILER INSTALLER CUSTOMER REFERENCE QUESTIONNAIRE

Please have each listed reference complete and sign. Include with Installer/Contractor Application submission

Installer Applicant Name: _____

1.) Please describe your experience with Mr. /Ms. _____

2.) What was his/her role in your project and were they on site during installation?

3.) Did you experience any problems?

If so how were they addressed?

4.) Would you recommend Mr./Ms. _____ to friends and neighbors?

Signed by Reference _____ Date _____

Print Name _____ Phone No. _____

COMPANY/BUSINESS REFERENCES

Please provide three references with experience in working directly with you company, under any business capacity applicable for the work you will be conducting under this solicitation.

Name of COMPANY/BUSINESS, Contact, Relationship, and Contact Email and Phone No.

1. _____

Contact email: _____ Contact Phone No. _____

2. _____

Contact email: _____ Contact Phone No. _____

3. _____

Contact email: _____ Contact Phone No. _____



PON 3010 – RHNY BIOMASS BOILER PROGRAM
Participation Agreement No. _____

ELIGIBLE INSTALLER and CONTRACTOR SIGNATURE FORM

The Installer and Contractor certify that all of the information provided in the Biomass Boiler Program Participation Application, including any attachments, is true and accurate, to the best of their knowledge. The Installer and Contractor have read and understand this Biomass Boiler Program Participation Agreement and agree to abide by all terms and conditions; agree that all Boiler Systems will be designed and installed in accordance with PON 3010 and the Program Manual and in compliance with all applicable codes, accepted industry standards and best practices. The Installer and the Contractor acknowledge that failure to adhere to the terms and conditions of participation in the Biomass Boiler Program or to otherwise fail to follow Biomass Boiler Program requirements and procedures may result in a change to their status designation, including termination of this Participation Agreement. NYSERDA reserves the right to modify the provisions of this Agreement at any time during the term of this Agreement.

This Agreement shall become effective and binding when executed by the Installer/Contractor and NYSERDA. A newly signed Signature Form shall be submitted to NYSERDA on or before June 30th of each year following initial execution of this Agreement for the Installer/ Contractor to retain **Full** or **Provisional** status. The obligation of the Installer/ Contractor with respect to approved applications shall survive any expiration or termination of this Agreement. Execution of this Signature Form by NYSERDA will continue the Participation Agreement under the terms and conditions outlined in this Agreement and its attachments.

IN WITNESS WHEREOF, intending to be bound, NYSERDA, the Installer/ Contractor have executed this Agreement.

Eligible Installer - Name (print name) _____

Signature _____ Date _____

Designated E-Mail Address _____

Contractor – Company Name _____

Print Signatory Name & Title _____

Signature _____ Date _____

Designated E-Mail Address _____

Contact Name _____

Contact E-Mail Address _____

NYSERDA Authorized Representative

Signature _____ Date _____

Name & Title _____

PON 3010 – RENEWABLE HEAT NY BIOMASS BOILER PROGRAM
Eligible Installer Agreement

ELIGIBLE INSTALLER AGREEMENT No. _____

This Eligible Installer Agreement (“Agreement”), including Exhibits A and B hereto (attached), and incorporating by reference the RHNY Biomass Boiler Program Manual (Attachment G to PON 3010), is entered into by and between the New York State Energy Research and Development Authority (“NYSERDA”), having its principal place of business at 17 Columbia Circle, Albany, New York 12203-6399; the “Eligible Installer” and the “Contractor” (the Eligible Installer and Contractor hereinafter referred to, collectively, as “the Parties”), to govern the rights and responsibilities of the Parties with respect to the procurement, construction and installation (“Installation”) of biomass-fired boiler and thermal storage systems (“Biomass Systems”) approved under and through NYSEDA’s RHNY Biomass Boiler Program Opportunity Notice (PON) 3010 (“RHNY Biomass Boiler Program”), and to otherwise effectuate the purposes of the RHNY Biomass Boiler Program. The terms, conditions and provisions of the RHNY Biomass Boiler Program are incorporated herein and made part hereof by reference.

WHEREAS, NYSEDA has been designated by the New York State Public Service Commission as the administrator of the New York State RGGI program; and

WHEREAS, NYSEDA has issued the RHNY Biomass Boiler Program for the purpose of furthering the objectives of the Renewable Heat New York initiatives by supporting the development of the biomass industry in New York State and by providing financial incentives (“Incentives”) for the Installation of Biomass Boiler Systems that meet the requirements of the RHNY Biomass Boiler Program, NYSEDA and the Parties agree to be bound, for purposes of the RHNY Biomass Boiler Program, by the following terms and conditions; and

WHEREAS, the success and future of this publicly-funded program depends on the performance and integrity of the Parties in their dealings with the public and their Installation of Biomass Boiler Systems; and

WHEREAS, this Agreement has been designed to foster and protect the integrity of the RHNY Biomass Boiler Program, and will be enforced; and

WHEREAS, in its role as administrator of the RHNY Biomass Boiler Program NYSEDA reserves the right to deny Eligible Installer status to any applicant and to revoke such status where in its judgment such action is in the best interests of the RHNY Biomass Boiler Program.

Article 1: Eligible Customers

Incentives are available to small commercial and institutional customers, and residential home owners installing eligible equipment in their facilities located in New York State.

Article 2: Participation in the RHNY Biomass Boiler Program

Section 1: The Eligible Installer is authorized to submit Incentive Application(s) to the RHNY Biomass Boiler Program on behalf of the Contractor and their Customer(s). The Eligible Installer will be responsible for all Biomass Boiler System Installations for which an Incentive Application is submitted under this Agreement, regardless of whether the Installation was performed partially or completely by others. The Eligible Installer may have employees or subcontractors of the Contractor working under his/her supervision, but remains responsible for ensuring that all persons performing work under this Agreement are qualified, and comply with requirements of the RHNY Biomass Boiler Program and with this Agreement.

Section 2: Biomass Boiler System installations must comply with the “RHNY Biomass Boiler Program Manual - Attachment G to PON 3010” (Program Manual) in effect at the time of NYSERDA’s acceptance of the Incentive Application, and must conform to the corresponding NYSERDA-approved Incentive Application. The Program Manual identifies the current Incentives, rules for participation, submission requirements, Biomass Boiler System requirements, technical review processes, site visit protocols, and the procedures for securing Incentive payment. The RHNY Biomass Boiler Program and Program Manual may be changed by NYSERDA at any time, and changes will be applicable to all Biomass Boiler Systems not yet approved by NYSERDA. Notice of all such changes will be provided to the Parties via their Designated E-Mail Addresses, as identified on the signature page of this Agreement. Notice of all such changes will also be posted on NYSERDA’s website.

Section 3: The Parties and their employees and subcontractors shall treat Customers fairly and in good faith, and shall deliver promised services in a timely, responsible, professional, and competent manner. The Parties shall fairly represent NYSERDA’s RHNY Biomass Boiler Program and their relationship to NYSERDA to Customers and the public. If it is determined that the Parties are not fairly representing NYSERDA’s Program and/or their relationship for NYSERDA to customers and the public, an Eligible Installer’s status within the RHNY Biomass Boiler Program may be affected. Eligible Installer performance may be evaluated through planned and random system inspections. Written complaints received by NYSERDA from RHNY Biomass Boiler System Customers will be documented and investigated by NYSERDA or its representatives, and shared with the Eligible Installer.

Section 4: The Parties shall not subcontract to, employ, nor hire any individual to perform work related to an Incentive Application whose participation in any other NYSERDA program has been suspended or terminated, without NYSERDA’s prior written permission.

Article 3: RHNY Biomass Boiler Program Incentives and Payments

Section 1: The amounts, limitations, and availability of Incentives are as defined in the Program Manual in effect at the time that NYSERDA accepts the Incentive Application.

Section 2: NYSERDA reserves the right to change the RHNY Biomass Boiler Program Incentives in accordance with Program goals. Notice of all such changes will be provided to the Parties via their Designated E-Mail Address as identified on the signature page of this Agreement. Notice of all such changes will also be posted on NYSERDA’s website. Any change in Incentive levels will not affect Incentive Applications previously approved by NYSERDA. Incentive Applications not yet accepted by NYSERDA will be adjusted to the then-current Incentive level.

Section 3: Incentive payments which result from this Eligible Installer Agreement will be paid to the Contractor listed in this Eligible Installer Agreement. Acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability of the Eligible Installer, the Contractor, representatives, and assigns to this Agreement. The Contractor is required to pass the entire approved Incentive to the Customer in a timely manner.

Section 4: NYSERDA reserves the right to withhold approval of Incentive Applications at any time, for any reason. NYSERDA will not process an Incentive Application submitted by an Eligible Installer whose status designation is Probationary, or if their Agreement has been terminated, or where the non-customer party to the Customer Purchase Agreement is the non-customer party where such Biomass Boiler Systems are the subject of unresolved application, installation, performance or customer dissatisfaction issues.

Section 5: NYSERDA may charge the Parties for any additional costs incurred if more than two design reviews or two site visits are necessary for any given Incentive Application, due to the failure by the Eligible Installer to respond to, make corrections, or complete modifications requested by NYSERDA.

Section 6: Notwithstanding any other provision of this Agreement, NYSERDA reserves the right to deny or alter payment of an Incentive, to exercise its Set-Off rights, or to seek reimbursement of incentives paid if, at any time, it learns that the approved Biomass Boiler system was not actually installed, was not installed by or under the supervision of the Eligible Installer, was not installed as required under the RHHY Biomass Boiler Program or this Agreement, was not installed according to the approved system design, or if a system was partially or completely installed prior to NYSERDA approval of the Incentive Application. NYSERDA may: (a) elect to not pay the incentive; (b) require changes before making any payments; (c) require reimbursement of incentives already paid unless the requested changes are made; or (d) withhold approval of Incentive Applications for other Biomass Boiler Systems.

Section 7: Incentive payments will be made pursuant to NYSERDA's Prompt Payment Policy as outlined in Exhibit B of this Agreement, subject to NYSERDA's Standard Terms and Conditions as described in Exhibit A of this Agreement.

Article 4: Obligations between the Parties and Eligible Customers

Section 1: The Parties shall execute a Customer Purchase Agreement with the Customer for each unique Biomass Boiler System. Each Customer Purchase Agreement shall meet the requirements identified in Section 6.5 of the RHHY Biomass Boiler Manual, inclusive of a full warranty to the Customer. The "Addendum to Customer Purchase Agreement - Attachment D of PON 3010" must also be executed between the Parties and the Customer, and must be incorporated into the Customer Purchase Agreement. An executed copy of the Customer Purchase Agreement and Addendum must accompany the Eligible Installer's Incentive Application submission. NYSERDA may reject an Incentive Application received by NYSERDA more than (30) days from the Customer's execution of the Customer Purchase Agreement.

Section 2: The Parties agree that NYSERDA may, at NYSERDA's discretion, communicate by voice and/or written format with any RHHY Biomass Boiler System Customer with respect to any matter relevant to a proposed or installed system. Such communications may be in reply to an inquiry from a Customer or at NYSERDA's initiation.

Article 5: Eligible Installer Status Designation

Section 1: Eligible Installers are assigned one of the Eligible Installer status designations (Designation): Full, Provisional, Probationary, Suspended, or Terminated. Each Designation shall be subject to the limitations or requirements associated with that Designation, as detailed below. NYSERDA reserves the right to modify the definitions, limitations, and requirements of these Designations at any time. NYSERDA retains sole discretion for determining the Eligible Installer's progression into and through each Designation. If NYSERDA determines that a remedy is required, the Eligible Installer's promptness in response will be considered when evaluating any change in status Designation. In all cases, NYSERDA's written decision is final.

Notification of any change in status Designation will be provided via letter from NYSERDA Program staff. This letter will provide:

- Identification of the new Eligible Installer Status Designation
- Explanation of the what caused the Designation change
- Limitations, if any, associated with the newly assigned Designation
- Identification of specific corrective actions that must be taken, and applicable timelines

Failures or violations that may result in a loss of applicable Incentives and possible termination of this Agreement include, but are not limited to:

- a. Failure to conform to the Eligible Installer Responsibilities.

- b. Failure to act professionally, fairly, and in good faith with the customer, NYSERDA, or NYSERDA's representatives.
- c. Failure to follow the RHNY Biomass Boiler Program requirements and procedures.
- d. Failure to conform to the Biomass Boiler System Requirements, approved Incentive Applications, and Prompt Delivery and Installation Requirements, as set forth herein.
- e. Providing inaccurate, false or misleading information verbally or in writing pertaining to the RHNY Biomass Boiler Program or the Eligible Installer's status in the RHNY Biomass Boiler Program to NYSERDA's representatives, customers, utility staff, local officials, the general public, or others.
- f. Failure to adequately and promptly address Biomass Boiler System problems as identified by NYSERDA or the customer.
- g. Repetitive errors in Biomass Boiler System design or performance calculations, or in the Biomass Boiler System Installation.
- h. Customer complaints that are substantiated and significant or that indicate repetitive failure to conform to RHNY Biomass Boiler Program requirements.
- i. Failure to honor the required minimum warranty.
- j. Failure to meet all reporting needs in a timely manner.
- k. Failure to adhere to the requirements of the Program Manual.

Section 2: Full Status: Eligible Installers not previously assigned any other Designation who have met all requirements of the RHNY Biomass Boiler Program, have and continue to demonstrate their ability to provide quality services utilizing industry standards and best practices, and abide by all other terms and conditions of this Agreement, shall be assigned the status of **Full Eligible Installer**.

- a. **Full Eligible Installers** are required to satisfy the training requirements of the RHNY Biomass Boiler Program, including successful completion of the *Hydronics for High-Efficiency Biomass Boilers* training. Failure to satisfy this Program requirement within six months of approval as a Provisional installer will result in automatic Designation to **Probationary status**.
- b. **Full Eligible Installers** shall submit a copy of their *Hydronics for High-Efficiency Biomass Boilers* training certificate of completion to NYSERDA, as needed to confirm this certification has been acquired or maintained.

Section 3: Provisional Status: Eligible Installers shall be assigned the status of **Provisional Eligible Installer** until they have satisfied all requirements to achieve **Full** status, including demonstration to NYSERDA of their ability to provide quality services utilizing industry standards and best practices. A **Provisional Eligible Installer** who fails to meet all requirements of the RHNY Biomass Boiler Program, and abide by all other terms and conditions of this Agreement, may be assigned **Probationary** status.

- a. **Provisional Eligible Installers** are listed on NYSERDA's website
- b. **Provisional Eligible Installers** are limited to submission of one (1) Incentive Application at a given time. Additional Incentive Application(s) shall not be submitted to and will not be accepted by NYSERDA until the previous Biomass Boiler System Installation has been satisfactorily completed by the Installer, and notification has been provided to the Eligible Installer that NYSERDA has completed a site inspection of the Biomass Boiler System to confirm compliance with all RHNY Biomass Boiler Program requirements. Following achievement of this milestone, **Provisional Eligible Installers** may then request NYSERDA evaluate their status Designation.
- c. **Provisional Eligible Installers** must have demonstrated successful completion of the *Hydronics for High-Efficiency Biomass Boilers* training for NYSERDA to consider a change in status to **Full Eligible Installer**.

Section 4: Probationary Status: Assigning the status of **Probationary** to an Eligible Installer will be based on their consistent failure to satisfy requirements of the RHNY Biomass Boiler Program, including failure to abide by the terms and conditions of this Agreement.

- a. **Probationary Eligible Installers** are not listed on NYSERDA's website
- b. **Probationary Eligible Installers** are not allowed to submit Incentive Applications

- c. **Probationary** Eligible Installers are only permitted to complete Biomass Boiler System Installations associated with previously submitted and approved Incentive Applications
- d. **Probationary** Eligible Installers shall complete Biomass Boiler System Installations associated with Incentive applications previously approved by NYSERDA in a manner which meets all RHNY Biomass Boiler Program requirements, to NYSERDA's satisfaction.
- e. **Probationary** Eligible Installers status designation is retained until such time as NYSERDA determines a change in status is in the best interests of the RHNY Biomass Boiler Program.

Section 5: Suspended status: Installers and Contractors that have failed to respond to prescriptive probation or have committed more serious violations of the RHNY Biomass Boiler Program rules will be placed in Suspended status.

Grounds for **suspension** include, but are not limited to, the following:

- a. The Probationary Eligible Installer fails to adequately fulfill the terms of the probationary period; or
- b. Is under investigation for, or has been determined to have engaged in practices that have put the public or Program at risk; or
- c. Fails to consistently deliver completed projects which pass the QA Checklist standard.

Section 6: NYSERDA may, in its sole discretion, **terminate** the Eligible Installer Agreement. **Termination** revokes the Eligible Installer Agreement and ends the Eligible Installer's on-going relationship with the Biomass Boiler Program.

Terminated Eligible Installers shall not represent themselves as Eligible Installers nor are they allowed to submit new Incentive Applications. The Eligible Installer's name will be permanently removed from the list of Eligible Installers posted on NYSERDA's website. Grounds for **termination** include, but are not limited to, the following:

- a. The **Probationary** Eligible Installer has either been unresponsive to, or failed to adequately fulfill, expectations required for their **Probationary** status to be upgraded;
- b. An Eligible Installer of any status misrepresents the RHNY Biomass Boiler Program, its relationship to the RHNY Biomass Boiler Program or information about the RHNY Biomass Boiler Program to potential or existing Customers;
- c. An Eligible Installer of any status falsifies documents (i.e. falsifying signatures and/or documents);
- d. An Eligible Installer of any status misrepresents the status of or information regarding a project to RHNY Biomass Boiler Program staff.

Article 7: Insurance Requirements

Section 1: The Installer/Contractor, at no additional cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts of this Agreement. All such insurance shall be evidenced by insurance policies, each of which shall: (1) reference this Agreement number and name or be endorsed to cover the Eligible Installer and the Contractor as the insured, and NYSERDA and the State of New York as additional insured, and reference all work to be performed under the RHNY Biomass Boiler Program; (2) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; (3) indicate that insurance covers NYSERDA's RHNY Biomass Boiler Program, including PON 3010, for installing Biomass Boiler Systems; and (4) be reasonably satisfactory to NYSERDA in all other respects. NYSERDA reserves the right to request insurance documentation and copies of subcontractor agreements for any subcontractor, and to request the identity of all individuals participating in the Biomass Boiler System installation.

Section 2: The types and amounts of insurance required to be maintained under this Section are as follows: (1) commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and (2) commercial automobile liability insurance in respect of motor vehicles owned, licensed or hired by the Eligible Installer for bodily injury liability, including death and property damage, incurred in connection with the performance of this Agreement, with minimum limits of \$500,000 in respect of claims arising out of personal injury, or

sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$500,000 in respect of claims arising out of property damage in anyone accident or disaster.

Section 3: Not less than 15 days prior to the date any policy furnished or carried pursuant to this Agreement will expire, the Contractor or the Eligible Installer shall deliver to NYSERDA a certificate(s) of insurance evidencing the renewal of such policy(s), and the Contractor or the Eligible Installer shall promptly pay all premiums thereon due. No work shall be performed under this Agreement without current insurance. NYSERDA will not accept Incentive Applications or make payments under this Agreement without current insurance certificates.

Section 4: In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, the Eligible Installer or the Contractor shall deliver to NYSERDA a certified copy of each policy upon request.

Section 5: Within five working days, or contemporaneously with the requirements of each insurance policy, the Eligible Installer or the Contractor shall notify NYSERDA in writing of the occurrence of any accident, event or incident involving personal injury or property damage that might reasonably result in any complaint or claim, in law or in equity, against the Eligible Installer, the Contractor, any non-Customer party to the applicable Customer Purchase Agreement or NYSERDA.

Article 8: Indemnification

The Eligible Installer and the Contractor shall protect, indemnify, and hold harmless NYSERDA 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, experts' and/or attorney's 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 the Eligible Installer's or the Contractor's performance of this Agreement. The obligations of the Eligible Installer and the 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.

Article 9: Miscellaneous

Section 1: NYSERDA does not endorse, guarantee, or warrant any particular manufacturer, product, the Eligible Installer, or the Contractor, and NYSERDA disavows and provides no warranties, expressed or implied, for any product or services that may be rendered hereunder. The Eligible Installer's and the Contractor's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, manufacturers, etc.

Section 2: The Parties acknowledge that neither NYSERDA nor any of its representatives are responsible for assuring that the design, engineering, construction and/or Installation of the Biomass Boiler System is proper or in compliance with any particular laws (including patent laws), regulations, codes, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by any Biomass Boiler System, or the adequacy or safety of such measures. The scope of review by NYSERDA of the Installation of the Biomass Boiler Systems is limited solely to determining whether such Biomass Boiler Systems conform to Biomass Boiler Program terms, conditions, and requirements.

Section 3: This Agreement is the entire Agreement between NYSERDA, the Eligible Installer, and the Contractor and supersedes all other communications and representations. If either NYSERDA or the Parties desire to modify this Agreement, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.

Section 4. The status of the Eligible Installer and the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Eligible Installer, the Contractor's subcontractors, the Contractor and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this

Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 5: The Parties shall collaborate with NYSERDA's Director of Communications to prepare any press release and to plan for any news conference concerning Biomass Boiler Systems installed under the RHNY Biomass Boiler Program. In addition the Eligible Installer or Contractor shall notify NYSERDA's Director of Communications regarding any media interview involving Biomass Boiler Systems installed under the RHNY Biomass Boiler Program.

Section 6: Commercial promotional materials, advertisements, informational brochures, and web site content produced by the Eligible Installer, the Contractor, or customer shall credit NYSERDA and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. Such content may be approved in advance by NYSERDA, and, after initial approval, such content may be used in subsequent promotional materials or advertisements without additional approvals. In the event that NYSERDA determines that the Eligible Installer or Contractor is presenting or publishing incorrect or misleading information regarding the Biomass Boiler Program or Eligible Installer's status in the RHNY Biomass Boiler Program the Eligible Installer or Contractor agrees to make appropriate modifications promptly upon notification by NYSERDA. If a website maintained by or for the Eligible Installer or Contractor includes references to NYSERDA and/or the RHNY Biomass Boiler Program, the website must include the following link:
<http://www.nyserda.ny.gov/renewableheat>

Section 7: This Agreement does not commit NYSERDA to approve an Incentive Application, pay any costs incurred in preparing an Incentive Application, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all Incentive Applications received, to negotiate with all qualified sources, or to cancel in part or in its entirety PON 3010 when it is in NYSERDA's best interest.

Section 8: This Agreement may be terminated by NYSERDA at any time upon notice to the Eligible Installer. If the Eligible Installer wishes to cancel or terminate this Agreement, NYSERDA may seek reimbursement of any incentives provided by NYSERDA regarding Biomass Boiler Systems that have not been completely installed and commissioned as required in this Agreement.

Section 9: Eligible Installer agrees and consents to receive notices at the Designated E-Mail Addresses provided on the Signature Form of this Agreement.

Section 10: The Eligible Installer shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each. This disclosure requirement extends to the Contractor and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of NYSERDA after the execution of this Agreement, NYSERDA may exercise its stop-work right pending further investigation, or terminate the Agreement; the Eligible Installer and/or Contractor may be subject to penalties for violation of any law which may apply in the particular circumstances. The Eligible Installer and/or Contractor must also disclose if they have ever been debarred or suspended by any agency of the U.S. Government or the New York State Department of Labor.

PON 3010 – RENEWABLE HEAT NEW YORK BIOMASS BOILER PROGRAM
Eligible Installer Agreement No. _____

SIGNATURE FORM

The Eligible Installer and Contractor certify that all of the information provided in the RHNY Biomass Boiler Program Installer Eligibility Application, including any attachments, is true and accurate, to the best of their knowledge. The Eligible Installer and Contractor have read and understand this RHNY Biomass Boiler Program Eligible Installer Agreement and agree to abide by all terms and conditions; agree that all Biomass Boiler Systems will be designed and installed in accordance with PON 3010 and the Program Manual and in compliance with all applicable codes, accepted industry standards and best practices. The Eligible Installer and the Contractor acknowledge that failure to adhere to the terms and conditions of participation in the RHNY Biomass Boiler Program or to otherwise fail to follow RHNY Biomass Boiler Program requirements and procedures may result in a change to their status designation, including termination of this Eligible Installer Agreement. NYSERDA reserves the right to modify the provisions of this Agreement at any time during the term of this Agreement.

This Agreement shall become effective and binding when executed by the Eligible Installer, the Contractor and NYSERDA. A newly signed Signature Form shall be submitted to NYSERDA on or before June 30th of each year following initial execution of this Agreement for the Eligible Installer to retain **Full** or **Provisional** status. If a **Probationary** Eligible Installer's Agreement is not executed by NYSERDA on or before July 1st of any given year, their Eligible Installer status is automatically changed to **Terminated**. The obligation of the Eligible Installer and Contractor with respect to approved applications shall survive any expiration or termination of this Agreement. Execution of this Signature Form by NYSERDA will continue the Eligible Installer Agreement under the terms and conditions outlined in this Agreement and its attachments.

IN WITNESS WHEREOF, intending to be bound, NYSERDA, the Eligible Installer, and the Contractor have executed this Agreement.

Eligible Installer Name (print name): _____

Eligible Installer Signature: _____ Date: _____

Designated E-Mail Address: _____

Contractor – Company name: _____

Legal signatory name and title: _____

Signature of Representative: _____ Date: _____

Designated E-Mail Address: _____

NYSERDA Authorized Representative:

Signature: _____ Date: _____

Name and Title: _____

EXHIBIT A

REVISED 5/12

STANDARD TERMS AND CONDITIONS
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.state.ny.us/coog/foil2.html>) and NYSERDA's Regulations, Part 501 (<http://www.nyserda.ny.gov/en/About/~media/Files/About/Contact/NYSERDARegulations.ashx>).

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor

shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. **CONFLICTING TERMS.** In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

9. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. **NO ARBITRATION.** Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. **CRIMINAL ACTIVITY.** If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSEDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSEDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSEDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSEDA and made a part hereof and incorporated herein by reference.

NYSEDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of [section 165-a of the State Finance Law](#) (See www.ogs.ny.gov/about/regs/ida.asp).

EXHIBIT B

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations.¹

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

- (a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.
- (b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.
- (c) "Payment" means payment properly due and owing to Contractor pursuant to this Agreement.
- (d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.
- (e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.
- (f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.
- (g) (1) "Receipt of an Invoice" means:
- (i) if the Payment is one for which an invoice is required, the later of:

¹ This is only a summary; the full text of Part 504 can be accessed at:
<http://www.nyserda.ny.gov/en/About/~media/Files/About/Contact/NYSERDARegulations.ashx>

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) “Set-off” means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of

the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when

such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit A to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to

any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.]

Attachment G



Renewable Heat New York Biomass Boiler Program Manual

PON 3010

revised June 2015



New York State Energy and Research Development Authority

17 Columbia Circle

Albany, NY 12203-6399

(518) 862-1090

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1.0 PROGRAM SUMMARY

1.1 What Is The Renewable Heat NY Biomass Boiler Program?

The New York State Energy Research and Development Authority (NYSERDA) provides incentives for the installation of approved residential and small commercial pellet boilers and advanced cordwood boilers with thermal storage for eligible customers. The goal of the program is to spur wider market adoption and foster a long-term commitment to help the high-efficiency and low-emission wood heating industry reach commercialization scale. Direct incentives for residential and small commercial boilers initially target high-emitting outdoor wood boilers (OWB), indoor wood boilers (IWB), and older wood stoves for retirement. Replacements include low-emission pellet stoves (identified on the EPA Certified Wood Heaters list) and high-efficiency pellet boilers with thermal storage or advanced cordwood boilers with full thermal storage that have been tested by the Brookhaven National Lab method and accepted by the New York State Department of Environmental Conservation (NYSDEC). Residential and small commercial boiler incentives will be provided on a first-come, first-served basis.

1.2 How Does the Renewable Heat NY Program Work?

Financial incentives are available for qualified customers who wish to install qualified wood or pellet boiler systems through applications submitted by an Eligible Installer/Contractor. Low-interest rate loans are also available through the Green Jobs Green New York (GJGNY) Financing Program. Renewable Heat NY incentives are granted on a first-come, first-served basis, and applications will be accepted through December 31, 2018, or until funds are fully committed, whichever comes first. Financial incentives are available for qualified customers through applications submitted by an Eligible “Installer/Contractor.”

Eligible Installers/Contractors must have demonstrated technical competence in the design and installation of advanced cordwood boilers and pellet boilers and have signed a written Participation Agreement with NYSERDA agreeing to the RHNY Program terms and conditions. Incentives are paid directly to the Contractor but must be passed on in-full to the customer as a reduction in the customer’s out-of-pocket cost. Eligible Installers/Contractors are responsible for preparing and submitting all necessary incentive paperwork to NYSERDA.

For more information on the Renewable Heat NY, the Customer Step-By-Step Guide (Attachment A) explains the various steps to participating in RHNY.

1.3 Eligible Technologies

Eligible technologies are advanced cordwood boilers and pellet boilers that have an output of 300,000 British thermal units per hour (Btu/hr) or less, as described below.

Pellet Boiler Heating Systems (<300,000 Btu/hr)¹ with Full Thermal Storage: Incentives are available for pellet boiler heating systems with full thermal storage per requirements outlined in Table 1. All pellet boiler heating systems must include a high-efficiency pellet-fired boiler with a thermal storage (buffer) tank meeting the requirements in the table below and as described in the Program Manual. Pellets must be stored outside of the building as outlined in the Program Manual (Attachment G).

Table 1: Pellet Boiler Heating System Minimum Requirements:

High-Efficiency and Low-Emissions Pellet Boiler Performance for All Systems	
Thermal Efficiency (HHV)	85%
Particulate Emissions	<0.080 lb/MMBtu ²
Carbon monoxide (CO) emissions	<270 ppm at 7% O ₂

Advanced Cordwood Boilers with Full Thermal Storage (<300,000 Btu/hr): Incentives are available for advanced cordwood boiler heating systems with full thermal storage for installations in the residential and commercial sectors. The installation must include full thermal storage as outlined in the Program Manual (Attachment G). All systems must include eligible boilers meeting the requirements outlined in the Program Manual and must (i) meet testing requirements of the Brookhaven National Lab method for advanced cordwood boiler with thermal storage, and (ii) have been accepted by the New York State Department of Environmental Conservation (NYSDEC). Eligible boilers will be listed on www.nysed.gov/renewableheatny.

1.4 Installer/Contractor Qualifications

Installer/Contractor Experience Requirements

Interested qualified Installers may apply to participate in the Program at any time while the program is open. To qualify to participate as an Eligible Installer/Contractor, an Installer/Contractor must meet one (1) of the following levels of experience:

- Have at least three (3) years of relevant experience with the design and installation of hydronic systems;

¹ Information on incentives for installation of large commercial pellet boilers is available on www.nysed.gov/renewableheatny.

² Pound per million British thermal unit (lb/MMBtu)

- Have at least two (2) years of experience installing hydronic systems including a minimum of one (1) successful installation of equipment meeting the full requirements of this solicitation (i.e. solid fuel pellet boilers or advanced cordwood boilers defined as low mass (low water jacket volume), staged combustion (sometimes referred to as gasification) boilers with sensors and controls to optimize system performance) and thermal storage and outside bulk pellet storage;
- Be a licensed Master Plumber or Journeyman Plumber, with at least two (2) years of relevant experience with the design and installation of hydronic systems;
- Be a New York State-licensed professional (Registered Architect or Professional Engineer) and have at least two (2) years of relevant experience with the design and installation of hydronic heating systems.

Installers/Contractors will be evaluated on past experience installing boilers, including system design and sizing; customer satisfaction; and other relevant experience (i.e. installation of thermal storage). Once approved, Eligible Installers/Contractors will receive designation as a Provisional Eligible Installer/Contractor and will then be eligible to apply for boiler system financial incentives as outlined in the Program.

Installer/Contractor Training Requirements

All approved Provisional Eligible Installers/Contractors, must have completed manufacturer’s training for the boiler brand they are installing. A certificate of completion or a letter from the manufacturer must be submitted as evidence of having successfully completed manufacturer’s training.

In addition, at least one individual from the company or firm must successfully complete Renewable Heat NY biomass training: “Hydronics for High-Efficiency Biomass Boilers” or other approved instructor-led training * within six (6) months of submission of your application to participate in the Program. No Project Applications will be approved until this training is completed and the Installer/Contractor is approved as a Provisional Eligible Installer/Contractor under the Program.

- Renewable Heat New York biomass training: “Hydronics for High Efficiency Biomass Boilers.” This training is recommended for all installers interested in participating in this Program, and at least one individual from the company or firm must successfully complete it. The training will help guide installers to ensure properly sized and safe installation practices, reduced component failure, lower operations and maintenance costs, increased system longevity and reduced system design and installation costs. Scheduled Instructor-led training and online training will be available during the Program period, and registration is available from the website: <http://www.nyserda.ny.gov/renewableheatny>

*** Note:** Online training, or other approved instructor-led training deemed by NYSERDA to cover required learning objectives previously established for the Hydronics for High Efficiency Biomass Boilers training must be approved in advance by NYSERDA to qualify for meeting this training requirement.

Installer/Contractor Business Requirements

Minimum of two (2) years experience in business related to hydronic heating design and installation. An Eligible Installer/Contractor may use any business structure that is legal for conducting this type of business in the State of New York (corporation, LLC, sole proprietorship, etc.). An Eligible Installer/Contractor must be able to meet all Program requirements including required insurance coverage and have the capability to provide warranty services on all installed systems, as required by the Program and NY State law. Eligible Installer/Contractor must comply with all local authority requirements for registration and licensing that apply to the installation of advanced cordwood or pellet boiler heating systems with thermal storage.

When completing the Installer/Contractor application (Attachment F), the qualified Installer/Contractor should provide the name and resumes of key personnel including ownership, management, sales, installation and design/engineering as well as three Company/business references. Eligible Installers/Contractors must employ at least one individual who has met the training requirements outlined in the Program Manual.

Three (3) verifiable customer references for specific projects should be included. For one (1) of these completed projects, the customer must complete the Biomass Boiler Installer Reference Questionnaire which includes a brief description of the system installed and the applicant's role in the project. Contact information for customers references must be provided to allow for verification. To demonstrate design capability, one sample Manual J load analysis calculation must be included with the Instructor/Contractor Eligibility Application (Attachment F) when submitted to NYSERDA.

Note: Manual J is the Air Conditioning Contractors of America (ACCA) approved method of calculating room-by-room and whole house heating and cooling loads.

Eligible Installer/Contractor Insurance Requirements

A current Certificate of Insurance in accordance with Article 7, Insurance, of the RHNY Installer/Contractor Participation Agreement (Attachment F) must be provided. You may send your Certificate of Insurance to Nancy Marucci, via email nancy.marucci@nyserda.ny.gov or via fax (518) 862-1091 Attn: Contracts Department. The insurance certificate must include the following:

- (1) \$1 million dollars of general liability (unless your contract requires additional liability insurance)
- (2) state that NYSERDA & the State of New York are listed as additional insured in the Description of Operations box located on the certificate
- (3) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State

2.0 GENERAL PROGRAM RULES

2.1 Program Incentives

Incentives are available on a first-come, first served basis, and will only be reserved for customers once an application has been approved by NYSERDA. Incentive Applications must be submitted by an Eligible Installer/Contractor. Eligible installers may request 40% incentive payment up-front, after all approved system components have been delivered to a customer’s site, all permits and approvals have been obtained, and the Incentive Payment Request Form (Attachment C) is completed and submitted to NYSERDA for approval. Incentives are paid upon approval by NYSERDA directly to the Installer/Contractor and must be passed on in the full amount to the customer. They will not be provided directly to customers purchasing or installing the new system. Incentives are only available for new equipment and systems that have not been installed (partially or completely) prior to NYSERDA approval of a Project Application. Additional recycling incentive for proper retirement of old outdoor or indoor wood boiler, or wood furnace is also paid to the Installer/Contractor and must be passed on in the full amount to the customer.

NYSERDA reserves the right to adjust incentives without notice. Incentives are available for systems meeting requirements of this PON as outlined in Table 2 and Table 3 below:

Table 2: Incentives for Eligible Equipment

Residential	Advanced Cordwood Boiler with Thermal Storage	25% installed cost up to \$5,000 per unit, with an additional \$5,000 for documented recycling (removal and destruction) of old outdoor or indoor wood boiler, or \$2,500 for recycling whole-house wood furnace. Up to \$5,000 per installed unit is available for customers with existing oil heat or propane.
	Wood Pellet Boiler with Thermal Storage	45% installed cost up to \$20,000 based on system size, with an additional \$5,000 for documented recycling (removal and destruction) of old outdoor or indoor wood boiler, or \$2,500 for recycling whole-house wood furnace.
Small Commercial	Advanced Cordwood Boiler with Thermal Storage	25% installed cost up to \$5,000 per unit, with an additional \$5,000 for documented recycling (removal and destruction) of old outdoor or indoor wood boiler, or \$2,500 for recycling of old wood furnace. Up to \$4,000 per installed unit is available for customers with existing oil heat or propane.
	Small Pellet Boiler with Thermal Storage Less than 300 MBtu/h (88 kW)	45% installed cost up to \$36,000 based on system size, with an additional \$5,000 for documented recycling (removal and destruction) of old outdoor or indoor wood boiler, or \$2,500 for recycling whole house wood furnace.

Table 3: Maximum funding for Pellet Boiler by Size

Boiler Size (kW)	Boiler size (Btu/hr)	Maximum Incentive
≤25	≤86,000	\$10,000
≤35	≤120,000	\$16,000
≤50	≤171,000	\$23,000
≤88	≤300,000	\$36,000

2.2 Low-Interest Financing

Renewable Heat NY residential and small commercial customers may be eligible to finance the purchase of their biomass boiler system through NYSERDA’s low-interest financing options. Financing is available to all New York State electric and natural gas utility customers who meet the eligibility requirements described herein. NYSERDA, in coordination with Energy Finance Solutions (EFS), offers New York State residents reduced-interest rate loan option to finance qualified biomass boilers, as authorized by the Green Jobs-Green New York Act of 2009 and the Power NY Act of 2011.

Residential Financing

Residential customers may use either the On-Bill Recovery Loan or the Smart Energy Loan for loan amounts up to \$13,000 (up to \$25,000 if the simple payback is less than 15 years, calculated by dividing the loan amount by the first year estimated energy cost savings). There is a \$1,500 minimum loan amount and the term can be 5, 10, or 15 years. With the On-Bill Recovery Loan, your monthly payments may not exceed your estimated average monthly energy cost savings. Your loan payments are built right into your utility bill so you will not have an extra bill each month. Your energy savings essentially pay for your work. For the Smart Energy Loan, repayments are made directly to NYSERDA’s loan servicer via monthly statement billing or automatic bank withdrawal (ACH). The loan is issued to the homeowner once the project is completed and approved by NYSERDA. To apply for financing, please inquire through your an Eligible Installer/Contractor. For additional inquiries related to low-interest financing, e-mail RHNY@nyserdera.ny.gov for more information.

Small Commercial Financing

Small commercial customers may use either the On-Bill Recovery Loan or the Small Commercial Participation Loan. On the Small Commercial Participation Loan, NYSERDA partners with lenders to help small business and not-for-profit organizations access up to \$100,000 in financing at half the market interest rate. NYSERDA offers 50% of the project cost, up to \$50,000 at 0% interest and the participating lender provides the remainder of the loan at the market interest rate. The other low-interest financing option is On-Bill Recovery Financing, which makes it possible for small businesses and not-for-profits to use the savings on their energy bills to pay for their energy-efficiency upgrades.

For the Small Commercial Participation Loan, Borrowers make loan payments directly to their lender like a typical loan.

For customers that participate in the GJGNY loan program, the incentive will not be affected by the “buy down” cost or other cost incurred by NYSERDA to make the loan product available, however the total incentive for any customer, including cash and loan product, cannot exceed the owner’s out-of-pocket system cost. To apply for financing, please inquire through your Eligible Installer/Contractor. For additional inquiries related to low-interest financing, e-mail RHNY@nyserda.ny.gov.

Contractor Applications to Participate in Financing Programs

All work financed with a GJGNY loan must be installed by an Eligible Installer/Contractor. To be considered to offer GJGNY Financing, an Eligible Installer/Contractor must sign the Contractor Participation Agreement for Consumer Financing and forward via e-mail a completed ***GJGNY Contractor Financing Application (Attachment I)*** and insurance certificate to: efs@energyfincancesolutions.com

Upon approval to offer GJGNY Financing, the Eligible Installer/Contractor will receive a confirmation letter and all required forms for participation.

2.3 Incentive Payments

Payment Options:

Option 1) Under this option, the Eligible Installer/Contractor receives project incentives in two installments, which are tied to specific installation milestones. The initial incentive payment, totaling **40%** of the total approved incentive amount for the project will be paid after all approved system components have been delivered to a customer’s site, all permits and approvals have been obtained, and the *Incentive Request Form (Attachment C)*, with the section titled “Items to be Included with 40% request” completed and submitted to NYSERDA for approval. Installers who choose this option must submit for the initial 40% incentive payment within 120 days of the project approval date.

The Eligible Installer/Contractor will then have 90 days from the approval date of the initial 40% incentive payment to complete the project. The final project incentive payment, or the remaining **60%** of the total approved incentive amount, will be paid upon receipt by NYSERDA of the *Incentive Request Form*, with the section titled ‘Items to be Included with 60% request’ completed and submitted to NYSERDA for approval.

To receive the final (60%) incentive payment, the *Incentive Request Form* must include a **one of the following**:

- (a) Final inspection certificate issued by authorities having jurisdiction or
- (b) Digital photo of inspection sticker issued by authorities having jurisdiction or
- (c) Documentation of a successful inspection by NYSERDA or its representatives.

NYSERDA will consider alternate documentation verifying that the system has been completed and complies with all programmatic and relevant code requirements. An Eligible Installer/Contractor must submit the alternate documentation to NYSERDA for approval prior to the submittal of an Incentive Request Form.

Option 2) The Incentive will be paid to the Eligible Installer/Contractor in one final payment and will be tied to the completion of the installation and acceptance by NYSERDA. Eligible Installers/Contractors have 120 days from the date of award by NYSERDA to complete the installation. The NYSERDA incentive payment will not be paid until all documentation for all applicable utility, state, city or town permits and other inspections and approvals, as appropriate, are obtained and submitted to NYSERDA together with the “Attachment C – Incentive Payment Request Form.” The Incentive Payment Request Form must include the following:

- (a) Final receipt showing detail of all costs for equipment and labor for the installed system
- (b) Final inspection certificate issued by authorities having jurisdiction, including digital photo of inspection sticker issued by authorities have jurisdiction
- (c) Documentation of successful inspection by NYSERDA or its representatives.
- (d) Names for all primary crew members who worked on the installation.
- (e) Recycling Form (Attachment E) and receipt demonstrating required recycling (removal and destruction) of existing boiler, as required for replacement of existing cordwood boiler.

Documentation for all applicable state, city, or town permits and other inspections and approvals must be provided as part of any incentive payment requests. If the local authority having jurisdiction does not require a permit for a system, you may substitute a copy of a letter from the local authority stating that no permit is required.

All **Incentive Payment Request forms (Attachment C)** must be e-mailed to: RHNY@nyserda.ny.gov and use the following subject line naming convention:

Renewable Heat NY (4 digit installer # + Application #) - Name of Customer

Each scanned incentive request should be named **using the naming convention outlined above and all documents must be scanned together as a single pdf.**

2.4 Tax Credits

Customers may also be eligible for State and Federal tax credits. It is recommended that Renewable Heat NY Program participants contact a tax adviser to determine eligibility for tax credits.

2.5 Change Orders, Project Extensions, & Cancellations

Installers must complete Attachment J- Change Request Form for any change orders, project extension requests, or project cancellations. For change orders, the new design drawing must be included, if applicable. For project extension requests, Installer must indicate the length of extension up to a maximum of 90 days, and include a reason for the extension. A reason must be provided for project cancellations also. To ensure all parties are in agreement of the project change, the Change Request Form must be signed by the Installer and the customer in order to authorize the change order, extension or cancellation.

3.0 SPECIFIC PROGRAM RULES AND GENERAL SYSTEM REQUIREMENTS

3.1 Project Design Requirements

The following project design information must be submitted to NYSERDA for approval along with the Project Application (Attachment B):

- **AHJ approval and copy of all permits required** – provide a copy of all approvals and permits as required by the local authority having jurisdiction (AHJ). If no permit is required, please provide documentation from the AHJ stating that no permits or approval is necessary.
- **Equipment Specification** – provide Manufacturer and Model number, and capacity of all major components as listed in the Project Application
- **Description of the System Operation** – describe the sequence of operations including all actions that initiate demand for heat (space heating, domestic hot water, etc.) and all actions that shut off operations.
- **Pipe Schematic** – show all components of the system as required by the Program (boiler, thermal storage, etc.) and other components important to the proper functioning of the system (circulating pumps, mixing valve between boiler and thermal storage tank for inlet water protection, etc.)
- **Electrical Controls and Wiring Diagram** – line diagram including temperature controls, sensors, wiring, and other pertinent components of the controls system.
- **Heat Load Calculation Requirement** – The Air Conditioning Contractors of America (ACCA), Manual J protocol determines how much heating or cooling a house actually needs. A Manual J heat load calculation must be performed and submitted to NYSERDA along with the Project Application for approval in order to demonstrate proper sizing of the boiler and thermal storage system pursuant to the heating needs in the home. Manual J Heating Ventilation and Air-conditioning (HVAC) load calculations require entry of relevant data, such as the home's orientation, insulation levels, window types, areas of all the surfaces that gain or lose heat, and more. The output of the calculation is how much cooling and heating the house needs in Btu per hour for each room, each zone, and the whole house. A room-by-room load calculation is required to use the results and the

equipment specifications to select equipment and design a duct system that will perform at its maximum efficiency using ACCA's other design protocols, Manuals S, T, and D, as appropriate.

The Installer/Contractor should survey the entire home or building, including the exterior to look for any insulation or air-sealing gaps that may result in lost efficiency. Customers will not be required to implement other recommended energy-efficiency measures as a pre-requisite of receiving a Renewable Heat NY incentive.

Homeowners are encouraged to call (toll-free) 1-877-NY-SMART or visit www.nyserdera.ny.gov/homeperformance to apply to the Home Performance with ENERGY STAR to implement additional energy-efficiency measures.

Small commercial customers should also call (toll-free) 1-877-NY-SMART or visit <http://www.nyserdera.ny.gov/Governor-Initiatives/Green-Jobs-Green-New-York/Small-Business-and-Not-for-Profits.aspx> for information on incentives for other energy-efficiency improvements.

3.2 New Components

All components installed as part of an approved biomass boiler system must be new. The use of used or refurbished equipment is not permitted under the Program.

3.3 Structural Requirements

The Eligible Installer/Contractor is responsible for determining that a building is structurally able to support the addition of a biomass boiler and thermal storage system as described in all relevant National and New York State codes and standards. NYSERDA encourages consulting with a Licensed Professional Engineer.

3.4 Other Plumbing and Electrical Components

All plumbing and electrical components of each boiler system including, but not limited to, piping, fittings, tanks, vessels, valves, controls, safety devices, and associated wiring must be certified as meeting the requirements of all relevant national and New York State codes and standards.

Biomass boiler (cordwood and pellet-fired) heating system components, like those of oil-fired boilers, require electricity to power the blower and circulate hot water through the heat distribution system in the home. It is important that a boiler heating system (cordwood only) has a heat dump zone, usually a group of radiators next to the boiler with a valve that opens when the power goes out.

3.5 Compliance with Laws and Codes

All approved biomass boiler systems, system components, and installations must comply with any and all manufacturers' installation requirements, applicable laws, regulations, codes, licensing and permit requirements including, but not limited to, the New York State Environmental Quality Review (SEQR), the New York State Building Code, New

York State Plumbing Code, the National Electric Code, Fire Codes and all applicable State, city, town, or local ordinances or permit requirements.

Effective February 22, 2010, Amanda's Law went into effect in New York to help protect families from the #1 cause of accidental poisoning deaths in the US, carbon monoxide (CO). This law requires carbon monoxide (CO) alarms to be installed in all new and existing one and two-family dwellings, multifamily dwellings and rentals having any fuel-burning appliance, system or attached garage. To comply with the law, CO alarms must be listed to comply with UL (Underwriters Laboratories) 2034 or CSA (Canadian Standards Association) 6.19 and installed in accordance with manufacturer's instructions.

3.6 System Warranty

The Eligible Installer/ Contractor must provide the purchaser of the boiler system with a one-year, full-cost warranty including labor, repair or replacement of defective components or systems, and an additional two-year period for the repair or replacement of all parts. The Installer/Contractor is responsible for providing warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer. The Installer/Contractor has the option to extend the required warranty through an extended warranty offer via an optional customer service agreement.

3.7 Maintenance/Manufacturer Manual

Upon final completion of the installation, the Installer/Contractor shall provide the customer with a manufacturer or maintenance manual containing manufacturer information on all the major components along with a schedule of any regular required system maintenance to be performed.

3.8 Mechanical Execution of Work

All boiler equipment and accessories shall be installed in a neat and professional manner according to manufacturers' requirements and instructions. Any manufacturer warranties for workmanship and/or materials that are compromised and/or voided as a result of work performed by CONTRACTOR will become the responsibility of CONTRACTOR. Labeling equipment and related controls is encouraged to ensure proper maintenance and design specifications. As with all heating systems, it is important that installation of all equipment is performed to manufacturer specifications to allow for routine maintenance to be conducted by other heating technicians and/or plumbers.

3.9 Annual Follow-Up Visits

The Eligible Installer/Contractor must conduct annual follow up visits for the first two years of operation in order to verify that the system is operating properly and make any necessary adjustments to improve system performance.

3.10 Retirement and Recycling Requirement

For projects retiring an OWB, IWB, or wood furnace replaced by an approved advanced cordwood or pellet boiler heating system for an incentive, proof of retirement (proof the old boiler was recycled) is required. The recycled wood furnace must have a rated output

capable of meeting the demand of the residence (range example. 70,000-200,000 Btu/hr) and must be connected to the forced hot air ductwork as a central heating appliance (this will often be in paralleled or series with another heating appliance).

The Eligible Installer/Contractor must sign and submit the Recycling Form (Attachment E) to NYSERDA for approval. The recycling incentive for proper retirement of the old outdoor or indoor wood boiler will be paid directly to the Eligible Installer/Contractor and must be passed on in the full amount to the customer.

4.0 ADVANCED CORDWOOD BOILER REQUIREMENTS

4.1 Approved System Design

Advanced cordwood boiler heating systems with full thermal storage must be installed in accordance with the design submitted in the application and approved by NYSERDA. Any change in the cordwood boiler heating system design from the approved design must be approved in writing by NYSERDA prior to installation of the cordwood boiler heating system. Incentives will not be paid for cordwood boiler heating systems that are installed prior to the NYSERDA project approval, or for cordwood boiler heating systems that are not installed according to the design submitted to and approved by NYSERDA. Under no circumstances will cordwood boiler heating systems without full thermal storage be approved.

4.2 Fuel Type (Properly Seasoned Wood)

The eligible fuel type is properly seasoned cordwood. Wood that will be used for fuel in advanced cordwood boilers must be properly dried and seasoned so that the moisture content of the wood is approximately 20%. To properly season the wood, it typically must be dried for at least 2 years. The wood should be stored under cover with sufficient ventilation to allow the wood to dry to approximately 20% moisture content. It is imperative that the wood fuel be at moisture content of 20% or below so that good combustion of the fuel is achieved. When wood above 20% moisture content or greenwood is used in advanced cord wood boilers seasonal efficiency decreases significantly while smoke emissions drastically increases. Awardees must agree to use only the eligible fuel type in the cordwood boiler for a minimum of the length of pay-back time on the system from fuel-cost savings.

4.3 Advanced Cordwood Boiler Performance

All advanced cordwood boilers must be Qualified Technologies for RHNY. A list of Qualified Technologies can be found on NYSERDA's website <http://www.nyserda.ny.gov/renewableheatny>

All Qualified advanced cordwood boiler technologies must have been tested by the Brookhaven National Laboratory (BNL) Test Method and approved by NYSDEC and have a minimum annual thermal efficiency of 60% using the higher heating value (HHV) of wood. Any cordwood boilers not tested by the BNL Test Method and approved by NYSDEC will not be considered for incentives in this program. Boilers must have staged

combustion, low mass (low volume) and have sensors and controls to optimize combustion performance. This is most easily achieved using a staged combustion design with oxygen sensor and variable fan controls. The cordwood boiler must have a minimum annual thermal efficiency of 60% using the higher heating value (HHV) of the fuel and all systems must be installed with full thermal storage. All projects must also conform to all applicable NYS residential codes.

<http://publicecodes.cyberregs.com/st/ny/st/b400v10/index.htm>

4.4 Proper Boiler Sizing

Sizing advanced cordwood boilers with thermal storage to the design day heat demand of a home is not done using the boiler's rated output. This is because the heat release rate is variable over the course of the burn of a charge of cordwood fuel and because heat stored in the thermal storage tank will also be used. Instead, size the boiler by the number of batches an operator is comfortable with which will be between two and three batches for a design day. An example is given below.

Consider an average 2,500 ft² ranch in central Upstate NY with a design day heating load of 1,100,000 Btu. The owner wants to heat using an advanced cordwood boiler with full thermal storage and will use seasoned hard wood (20% moisture content).

Consider the two advanced cordwood boilers below.

Advanced Boiler	Useable Firebox Volume (ft ³)	Annual Thermal Efficiency (% based on HHV)	Water Jacket Volume (gallons)
A	5.0	70	32
B	6.3	60	42

Will either of these be suitable for heating this home?

Note: 8,600 Btu/lb (HHV) of Red Oak

For a single charge of fuel-

A:

5 ft ³	15 lbs	8,600 Btu	0.70 Thermal efficiency (HHV)	0.80 (1-%MC)	=	361,200 delivered Btu
	ft ³	lb				

B:

6.3 ft ³	15 lbs	8,600 Btu	0.60 Thermal efficiency (HHV)	0.80 (1-%MC)	=	390,096 delivered Btu
	ft ³	lb				

Number of batches needed:

1,100,000 Btu	charge	=	3 charges
day	361,200 Btu delivered		day

1,100,000 Btu	charge	=	2.8 charges
day	390,096 Btu delivered		day

4.5 Stack Height

The design of the exhaust stack and location should be done carefully to prevent exposure to building occupants and visitors or to people in frequently occupied outdoor areas and meet NYS code requirements, with reference specifically to NYS Department of Environmental Conservation Part 247 for installations where the advanced boiler is defined as an outdoor wood boiler. <http://www.dec.ny.gov/regs/71720.html>

4.6 Boiler Placement and Set Back

Under New York State Department of Environmental Conservation’s Part 247, advanced cordwood boilers could be considered outdoor wood boilers which are required to some setback limits. A residential-size new outdoor wood boiler shall not be located less than 100 feet from the nearest property line. Notwithstanding the previous, a residential-size new outdoor wood boiler installed on contiguous agricultural lands larger than five acres shall not be located less than 100 feet from the nearest residence not served by the outdoor wood boiler. (<http://www.dec.ny.gov/regs/71720.html>)

4.7 Thermal Storage

Thermal storage is a key component of the advanced cordwood boiler heating systems, allowing the boiler to operate at a high burn rate with high efficiency. Heat that is not needed for the building is stored in the thermal storage tank for use at a later time. On the coldest days, this heat may be needed just a few hours after the charge is burned but

during the early and late parts of the heating season, this stored heat may allow for several days of heating without needing a fire. Full thermal storage is required for all advanced cord wood boiler systems in RHNY, minimum volumes for pressurized and unpressurized tanks are given in the table below for each of the Qualified Advanced Cordwood Boiler Technologies in the RHNY program. Thermal storage tanks are engineered with thermodynamic considerations, achieve thermal stratification, and communicate with the heating control system. Thermal storage tanks must be installed vertically and have supply and return placed far apart vertically on the tank (unless engineered to achieve the same performance with an alternative design), have piping, baffles, diffusers, or screens to prevent turbulent mixing, be designed to sense the thermocline, and have an insulation of R-24 or greater. Only vessels designed as thermal storage tanks may be used. No repurposed domestic hot water, propane tanks, or thermal storage units that are self-made or fabricated by the installer may be used. Some homeowners, due to the need to be away from home, may wish to size their thermal storage larger than the full thermal storage required in this program.

Ex:

	Minimum Thermal Energy Storage Volume (gallons)	
Boiler	Pressurized	Unpressurized (open)
Froling	525	600
Econoburn	600	700
Drummer	400	420

5.0 PELLET BOILER REQUIREMENTS

5.1 Approved System Design

High-efficiency low-emitting pellet boiler heating systems must be installed in accordance with the design and the pellet boiler heating system components submitted in the application and approved by NYSERDA. Any change in the pellet boiler heating system design from the approved design must be approved in writing by NYSERDA prior to installation of the pellet boiler heating system. Incentives will not be paid for pellet boiler heating systems that are installed prior to the NYSERDA project approval, or for pellet boiler heating systems that are not installed according to the design submitted to and approved by NYSERDA.

5.2 Fuel Type

The eligible fuel type is a premium wood pellet (Figure1) delivered in bulk. No systems using bagged pellets will be approved. Premium wood pellets are 100% wood composition with no construction or demolition debris such as pressure treated or painted wood (which may contain heavy metals such as copper, chromium, arsenic, lead and cadmium) or plastic binders or fillers. Pellets must have a calorific value of no less than 8000 Btu/lb, low ash content (<1%), low moisture content (<8%), chlorides less than 300 ppm and no other additives (0%). Other commercially available fuel types in NYS (for example green wood chips and grass pellets) cannot facilitate high-efficiency and low emissions performance even in advanced technology boilers at this time. Awardees must agree to use only the eligible fuel type in the wood pellet boiler for a minimum of the length of pay-back time on the system from fuel-cost savings. Applicants should identify and obtain a bulk fuel price quote from two pellet suppliers where possible.

Figure 1: Premium Wood Pellets (Photo courtesy of Curran Renewable Energy)

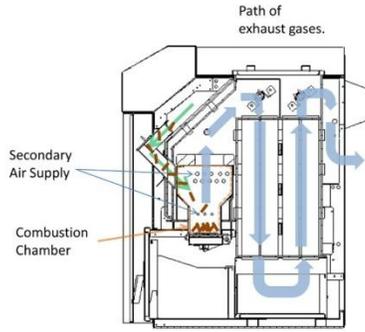


5.3 High-Efficiency and Low-Emissions Pellet Boiler Performance

All advanced pellet boilers must be Qualified Technologies for RHNY as listed on NYSERDA's website <http://www.nyserdera.ny.gov/renewableheatny>. All projects must conform to all applicable NYS residential code. (<http://publicecodes.cyberregs.com/st/ny/st/b400v10/index.htm>)

Boilers must be fully automatic, low mass (low volume) and have sensors and controls to optimize combustion performance (Figure 2). This is most easily achieved using a staged combustion design with lambda control.

Figure 2: Schematic of a high-efficiency pellet boiler with pellet introduction and exhaust flow path through the heat exchanger (Courtesy of EVOWORLD)



The wood pellet boiler must have a minimum thermal efficiency of 85% at rated output using the higher heating value (HHV) of the pellet fuel if tested using an input/output method as outlined in Table 4.

Table 4: Performance Requirements for High-Efficiency and Low Emissions Pellet Boilers

Thermal Efficiency (HHV)	85%
Particulate Emission	< 0.080 lb/MMBtu
Carbon monoxide (CO) Emission	< 270 ppm at 7% O ₂

5.4 Proper Boiler Sizing

The high-efficiency wood pellet boiler must be properly sized for the application with particular attention to avoid over-sizing the boiler. Boilers must be sized and systems planned to optimize performance throughout the heating season using thermal storage. A well-designed residential or small commercial system must be sized based on the heat load of the building where the heat load is determined by Manual J of the Air Conditioning Contractors of America (ACCA) or an equivalent energy simulation program. For commercial systems that anticipate keeping an existing oil or propane heating system long term, it is better to size the pellet boiler at 60% of the design heating load as estimated using ACCA Manual J (or equivalent).

5.5 Stack Height

The design of the exhaust stack and location should be done carefully to prevent exposure to building occupants and visitors or to people in frequently occupied outdoor areas and meet NYS code requirements.

(<http://publicecodes.cyberregs.com/st/ny/st/b400v10/index.htm>)

5.6 Thermal Storage

Pellet heating systems must include installation of thermal storage to maintain high-efficiency and low emissions performance throughout daily and annual cycles, minimize boiler cycling, maintain optimum combustion conditions, assist in energy management strategies including the quick response to a call for heat, meet intermittent calls for heat

without starting the boiler, and temper return water temperatures to prevent thermal shock to the boiler. The minimum size thermal storage for pellet boilers $\leq 25\text{kW}$ (85,000 Btu/hr) is 119 gallons or 2.0 gallons per 1,000 Btu/hr. For boilers $>25\text{kW}$, thermal storage should not be less than 2.0 gallons per 1,000 Btu/hr. Thermal storage tanks must be engineered with thermodynamic considerations, achieve thermal stratification, and communicate with the heating control system. Thermal storage tanks must be installed vertically, have supply and return placed far apart vertically on the tank, have piping, baffles, diffusers, or screens to prevent turbulent mixing, be designed to sense the thermocline, and have an insulation of R-24 or greater. Only vessels designed as thermal storage tanks may be used. No repurposed domestic hot water tanks, propane tanks, or thermal storage units that are self-made or fabricated by the installer may be used.

5.7 Outside Pellet Storage

All bulk pellet storage must be a minimum of 3.5 tons, and must be located outside of the building. Pellets can produce high levels of dust and off-gas carbon monoxide (CO) in storage presenting health and safety concerns. Carbon monoxide is a colorless, odorless gas that has health effects below the levels at which common CO detector alarms are triggered. Research is underway in Europe, Canada and NYS to better understand the chemical reaction that produces the CO. According to the US EPA:

“CO can cause harmful health effects by reducing oxygen delivery to the body’s organs, such as the heart and brain, and tissues. At extremely high levels, CO can cause death. Exposure to CO can reduce the oxygen-carrying capacity of the blood. People with several types of heart disease already have a reduced capacity for pumping oxygenated blood to the heart, which can cause them to experience myocardial ischemia (reduced oxygen to the heart), often accompanied by chest pain (angina), when exercising or under increased stress. For these people, short-term CO exposure further affects their body’s already compromised ability to respond to the increased oxygen demands of exercise or exertion”.

Due to concerns regarding CO exposure and the absence of a documented effective ventilation strategy for pellet storage, all bulk pellet storage must be outside of the home (Figure 3).

Applicants may request funds for outdoor bulk pellet storage containers and pellet conveyance systems, but large capital construction costs for residential bunkers or modification of coal bins will not be considered. A sign communicating potential CO hazards associated with bulk pellet storage must also be posted.

Pellet delivery to outside bulk storage does not require the homeowner to be present for the delivery, for the boiler to be turned off during the fill, or create dust or CO in the basement, resulting in quicker, more convenient, and cleaner pellet deliveries.

Figure 3: Outside residential bulk pellet storage bin. This 4.5-ton unit has a ventilated soffit and two ports for pellet delivery (Courtesy of Vincent’s Heating and Fuel Service LLC.)



6.0 APPLICATION PROCESS

6.1 Project Application Form

The Project Application includes general project information, including the proposed equipment manufacturer/model, size and costs, Manual J heat load calculation, and other requirements stipulated in Section 3.1 of this Program Manual. All copies of permits as required by authorities having jurisdiction must be submitted and attested to as true and correct. The Installer/Contractor must submit all application documents by U.S. mail or electronically via email to: RHNY@nyserda.ny.gov.

6.2 Photos of Major System Components

There must be photo(s) of the of the project site, including boiler, thermal storage unit, controls and other related components of the boiler system. A manufacturer’s equipment datasheet may satisfy this requirement.

6.3 Schematics Drawing

All applications will require a legible piping diagram and electric wiring and control diagram to clearly describe the biomass boiler system as installed. The diagrams shall include, but not be limited to, boiler, thermal storage unit, controls and other related components of the boiler system. Manufacturers’ catalog numbers for the key components and other relevant equipment as applicable shall be provided.

6.4 Permits

Copies of all necessary permits, approvals, certificates, etc. must be attached to the Project Application. Requests for eligible boiler systems without permits will be rejected. All permits must clearly reference installation of the approved system at the customer site. If permit(s) are not needed for installation, a signed letter from the Town Code Officer or Authority Having Jurisdiction (AHJ) must be submitted stating that no building permit is required. These systems may also require plumbing and electrical permits.

6.5 Customer Purchase Agreement

The Customer Purchase Agreement is an important document as it is the contract between the homeowner/small commercial customer and the Installer/Contractor. The Customer Purchase Agreement must include the Addendum to Customer Purchase Agreement (Attachment D), completed and signed by both the customer and the Eligible Installer/Contractor.

The Customer Purchase Agreement should include the following and must be signed by both parties.

- Installation location; including town, street, and number, if applicable;
- Installation schedule (a realistic installation schedule that takes into account NYSERDA design review requirements. For example, incentive applications should not have an expected installation date that does not include adequate time for NYSERDA to receive, review, and notify an Eligible Installer/Contractor and the customer regarding the status or approval of an application;
- System description, including a description of the Boiler and Thermal Storage system being purchased and an outline of system specifications, the make and model of major system components, etc.
- Estimate of annual energy output in kWh that summarizes the results of the System Loss Analysis;
- Total system and itemized costs broken down as follows: equipment (boiler, thermal storage, pellet storage, pellet conveyor, controls, breaching and venting, piping, circulator, hydronic components and labor and overhead (labor, permitting, etc.);
- Applicable incentives. The Customer Purchase Agreement must reflect the entire amount of the approved NYSERDA Incentive, and all incentives must be passed onto the customer under contract;
- An explanation and estimate of any and all costs that the customer will incur associated with the development, installation, and commissioning of Boiler and Thermal Storage Systems that are not included in the Eligible Installer's price quote;
- Payment schedule;
- System Warranty. A system warranty to the purchaser of the biomass boiler system installed under the Agreement per the warranty requirements stipulated in Section 3.6 of this Program Manual. Under no circumstance will Customers be responsible for any costs of defective components or systems subject to the warranty requirements of this Program over the term of this Agreement;
- Addendum to Customer Purchase Agreement (Attachment D) completed and signed by both the customer and the Eligible Installer/Contractor.
- Incentives and warranties must pass to the customer. As an Eligible Installer/Contractor, a Participation Agreement with NYSERDA enforces the Eligible Installer/Contractor to abide by the program rules.

7.0 QUALITY ASSURANCE AND COMPLIANCE

7.1 Field Inspection of Completed Projects

NYSERDA selects specific “completed” projects for QA field inspection following a sampling protocol. The sampling protocol utilizes random sampling of completed units with sampling rates primarily based upon the program status of the Eligible Installer/Contractor.

7.2 Handling Non-Conformance and Corrective Action

The QA report generated from the field inspection will provide details of all evaluated elements of the project and list any non-conformances that were identified and whether this result passes or fails program requirements.

Projects that have non-conformances related to critical (Health & Safety) or major (System Performance) attributes will automatically fail. Projects that have only non-conformances to minor or incidental attributes may pass or fail based upon their overall merits.

All non-conformances are expected to be addressed and corrected for the installed project, and are expected to be addressed during commissioning of future work conducted in the Renewable Heat NY program. Acknowledgement and plans for preventing future problems may be requested with the report.

While some non-conformances cannot be corrected post installation, others can be remedied through corrective action to the documentation, incentive applied to the project or remediation of the installation or its components.

When NYSERDA seeks specific corrective action, a Corrective Action notice will be provided with the QA report. The Corrective Action notice must be either disputed within 15 days by contacting NYSERDA or remedied within 30 days. Sufficient evidence of the remediation must be provided to NYSERDA to document the completion of the required corrective action. NYSERDA may at its option conduct a field verification of the remediated installation.

NYSERDA retains the right to provide a copy of the QA report or specific information from the QA Field Inspection directly to the owner, all authorities having local jurisdiction based upon health, safety and compliance concerns. In an emergency NYSERDA or its representatives may shut down the system. NYSERDA will notify the installer or contractor whenever it takes such action as soon as is practicable.

NYSERDA may, at NYSERDA’s discretion, communicate by voice and/or written format with any System customer with respect to any matter relevant to a proposed or installed System. Such communications may be in reply to an inquiry from a customer or at NYSERDA’s initiation.

7.3 Prescriptive Probation and Disciplinary Action

When an installer or contractor either fails to consistently complete projects which pass NYSERDA’s QA evaluation or fails to respond to or remedy Corrective Action notices, NYSERDA will review the contractor or installer status in the Renewable Heat NY Program.

An installer or contractor may be moved to either a probation status in which specific results and a timeline for demonstrating those results will be prescribed and monitored or to a disciplinary status such as suspension or termination from the Renewable Heat NY Program.

8.0 OTHER INFORMATION

Information for Installers/Contractors and Customers

Customer Step-by-Step Guide	Attachment A
Project Application Form*	Attachment B
Incentive Payment Request Form*	Attachment C
Addendum to Customer Purchase Agreement	Attachment D
Recycling Form*	Attachment E

***Needs to be completed by Installer/Contractor**

Information to Become an Installer/Contractor

Installer/Contractor Eligibility Application, Instructions and Participation Agreement	Attachment F
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Specific Program Rules

NYSERDA RHNY Program Manual	Attachment G
<u>GJGNY Pro-Forma Financing Tool</u>	Attachment H
<u>GJGNY Financing</u> – Contractor Application Package for EFS	Attachment I
- Contractor Application	
- Contractor Participation Agreement	
- ACH Authorization Form	

<u>Change Request Order Form</u>	<u>Attachment J</u>
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KEY

Yellow Cells are Required Input



Renewable Heat NY - Boiler Project and Incentive Information

Type of Qualified Technology:	Pellet: Fully Automatic High-Efficiency Pellet Boiler System with Thermal Storage	Total Cost of System
Qualified Technology Incentive Amount:		\$0
Retirement and Recycle?	None	\$0
Total Renewable Heat NY Incentive:		\$0
Post-Incentive Costs:	(Found on Next Page)	\$0.00

Existing (Pre-work) Heating Source(s)

Primary Heating System:

OWB / IWB / WHWF

Historical Fuel Use (Gallons, kWh, Full Cords, etc.)		Cords
Local Fuel Price (\$ per Gallon, kWh, Full Cord, etc.)		per Cord
Primary Useful MMBtus (Annual)	0.00	MMBtu
Calculated Historical Annual Primary Fuel Cost	\$0.00	

Supplemental Heating System - if any:

Electric Baseboard

Historical Supplemental Fuel Use (kWh, Full Cords, Tons of Pellets, etc.)	0.00	kWh
Local Fuel Price (\$ per kWh, Full Cord, Ton of Pellets, etc.)	\$0.00	per kWh
Supplemental Heating - Useful MMBtus (Annual)	0.00	MMBtu
Calculated Historical Annual Supplemental Fuel Cost	\$0.00	
Calculated Historical Fuel Costs	\$0.00	

Standardized Values for Fuels: OR Actual 3 Year Average May Be Used.	#2 Oil	\$3.43 / Gallon	Cord Wood	\$225 / cord, delivered
	Propane	\$2.97 / Gallon	Cord Wood	\$100 / cord, cut-your-own
	Wood Pellets	\$235 / Ton	Electricity	\$0.178 / kWh

Projected Savings Due to Heating System Conversion

Pellet: Fully Automatic High-Efficiency Pellet Boiler System with Thermal Storage

Total MMBtu's Needed	0.00	MMBtu
Calculated Biomass Fuel Needed (full cords or tons)	0.00	Tons
Local Fuel Price (\$ / Full Cords or \$ / Ton of Bulk Pellets)		per Ton
Anticipated Annual Fuel Cost (\$)	\$0.00	
Projected Annual Fuel Savings in Dollars Saved	(Found on Next Page)	\$0
Simple Payback for Total System Cost (Years)	#DIV/0!	
Simple Payback for System Less Incentive (Years)	#DIV/0!	
Average Measure Life (Years)	20	

Customer Information

Name: _____

Address: _____

City, State, Zip: _____

RHNY Installer/Contractor Information

Name: _____

Address: _____

City, State, Zip: _____

PON 3010: RHHY Biomass Boiler Program

**Green Jobs-Green New York Financing
Contractor Application**

All work financed with a Green Jobs-Green New York Loan must be installed by an Eligible Installer/Contractor participating in Renewable Heat NY. To ensure that only qualified contractors are enrolled in the program, Green Jobs-Green New York (GJGNY) Financing and Energy Finance Solutions have established guidelines for participation, as described in the Contractor Participation Guidelines.

To be considered to offer GJGNY Financing, please complete this application, sign the Contractor Participation Agreement for Consumer Financing and forward them with an insurance certificate to:

Energy Finance Solutions
Green Jobs-Green New York Financing
431 Charmany Drive
Madison, WI 53719

The forms can also be faxed to 608-249-5788 or emailed to the following: Nancy O'Brien - NancyO@weccusa.org; AND Barb Leibfried - BarbL@weccusa.org. Should you have any questions, call GJGNY Financing at 800-361-5663. Once approved to offer GJGNY Financing, you will receive a confirmation letter and related forms within a week.

Business Information (please print clearly and answer all questions)	
Business Name:	
Address:	City: State/Zip:
Contact (person to receive all program information):	
Telephone Number#: ()	Email:
Fax Number#: ()	
Type of Business: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor	Years in Business:
President's/Owner's Name:	
President's/Owner's Home Address:	
President's/Owner's Social Security Number:	Date of Birth:
Corporation Federal Tax ID #:	
Co-Owner's Name:	
Co-Owner's Address:	
Co-Owner's Social Security Number:	Date of Birth:

PON 3010: RHNY Biomass Boiler Program

References

Please list membership in any national or state-wide trade associations:

Please list three trade references (name, affiliation, and phone#):

- 1.
- 2.
- 3.

Services Offered

Please indicate those measures your company installs*:

- | | |
|--|--|
| <input type="checkbox"/> Heating Systems | <input type="checkbox"/> Insulation |
| <input type="checkbox"/> Ground Source Heat Pumps | <input type="checkbox"/> Replacement Windows and Doors |
| <input type="checkbox"/> Central Air Conditioners | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Water Heaters | <input type="checkbox"/> Siding |
| <input type="checkbox"/> Solar Photovoltaic (PV) Systems | <input type="checkbox"/> Pellet Boilers |
| <input type="checkbox"/> Advanced Cordwood Boilers | |

Please indicate the counties where your company does business*:

*This information will be distributed to customers requesting the names of contractors in their area approved to offer GJGNY Loans. This information will also be posted on our Web site.

The information provided above is true and correct. I understand that GJGNY Financing and EFS will use this information to determine whether my participation will be granted. This may include contacting references, the Better Business Bureau, obtaining personal credit report(s) on the principal owners, or other resources that will provide EFS with information necessary to make their decision.

I have reviewed the Contractor Participation Guidelines. If approved, I understand that my future participation is contingent upon meeting the standards of the program defined in the Guidelines.

Signature: _____ Date: _____

Print or Type Name: _____ Title: _____

For EFS Use Only

Date Received:

- | | | |
|--|--|--|
| <input type="checkbox"/> Insurance Certificate Agreement | <input type="checkbox"/> Financial Information | <input type="checkbox"/> Participation |
|--|--|--|

Approved: Yes No

Date Notified:

DB:

PON 3010: RHHY Biomass Boiler Program

CONTRACTOR PARTICIPATION AGREEMENT FOR CONSUMER FINANCING

GJGNY Loans are available to eligible Utility Customers through Green Jobs-Green New York (GJGNY) Financing and Energy Finance Solutions (EFS). To offer GJGNY Loans to your customers, contractors must meet the requirements specified in this Agreement.

1. CONTRACTOR must abide and conform to all applicable laws and maintain all applicable licenses required by the federal, state or local authority where the work is to be completed. In addition, CONTRACTOR agrees to abide by all applicable regulations, rulings, proclamations, statutes, and building codes of all government bodies having jurisdiction.
2. a. CONTRACTOR must have insurance coverage in the following amounts:
 - Comprehensive general liability for bodily injury and property damage with minimum limits of \$1,000,000
 - Worker's compensation liability coverage in amounts established by state lawb. **CONTRACTOR must have his/her insurance company provide an insurance certificate to GJGNY Financing/EFS to ensure that the above stipulated coverages are in effect.**
3. CONTRACTOR will provide any and all labor, resources, and quantity (ies) of materials and products necessary to complete the job as specified in CONTRACTOR's bid, at no additional cost to the Utility Customer. CONTRACTOR is responsible for the costs of any and all indemnification, staffing, resources, products, and materials that are incurred by the Utility Customer as a result of the work performed under this contract and are not specifically itemized in the bid and/or change order(s).
4. CONTRACTOR will visit the site and warrant that all work, materials, and products provided have been performed as specified given the existing conditions of the site. The CONTRACTOR will provide in writing to the Utility Customer a one year full cost warranty including labor, repair or replacement of defective components or systems, and an additional two year period for the repair or replacement of all parts. The CONTRACTOR is responsible for providing warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer.
5. All approved biomass boiler systems, system components and installations will be installed in accordance with manufacturers' installation requirements and instructions. Any manufacturer warranties for workmanship and/or materials that are compromised and/or voided as a result of work performed by CONTRACTOR will become the responsibility of CONTRACTOR.
6. The CONTRACTOR must comply with Amanda's law that requires carbon monoxide (CO) alarms to be installed in all new and existing one and two-family dwellings, multifamily dwellings and rentals having any fuel-burning appliance, system or attached garage. To comply with the law, CO alarms must be listed to comply with UL (Underwriters Laboratories) 2034 or CSA (Canadian Standards Association) 6.19 and installed in accordance with manufacturer's instructions.
7. All products and materials will be installed in accordance with manufacturer recommendations and instructions. Any manufacturer warranties for workmanship and/or materials that are compromised and/or voided as a result of work performed by CONTRACTOR will become the responsibility of CONTRACTOR.
8. CONTRACTOR will assign only trained, qualified, and licensed (where applicable) personnel to perform work financed with a GJGNY Loan. The work will be completed in a timely and professional manner that meets or exceeds currently accepted performance standards of the industry.
9. Contractor shall ensure that any subcontractor complies with all provisions of this Agreement.
10. The CONTRACTOR will execute a written agreement with the Utility Customer prior to commencement of the delivery of services, incorporating all terms and conditions set forth in both this Agreement and CONTRACTOR's bid.
11. CONTRACTOR must abide by legitimate marketing and sales practices in accordance with applicable federal and state laws and regulations.

PON 3010: RHNY Biomass Boiler Program

By signing this Agreement, CONTRACTOR does not become an agent, employee, or representative of the New York Energy Research and Development Authority (NYSERDA) or EFS. Any contractual relationship for work performed for a Utility Customer by CONTRACTOR is solely between CONTRACTOR and the Utility Customer and will be evidenced in full in the written agreement referenced in Item 8 above. GJGNY Financing and EFS will act only as a Lender of funds to the Utility Customer for eligible work under the Energy Loan Program that has been performed in compliance with the specifications in the written agreement between CONTRACTOR and the Utility Customer. NYSERDA and EFS may make changes to the program by written notice to the Contractor 30 days prior to the effective date of the change. NYSERDA and EFS reserve the right to restrict Contractor's participation or remove Contractor from the program at any time for any reason.

Business Name (please print clearly)

Date

Signature

Name and Title (please print clearly)

PON 3010: RHHY Biomass Boiler Program

**ACH AUTHORIZATION
(Optional)**

Energy Finance Solutions (EFS) can make payment to you either by check or through an Authorized Clearing House (ACH) transfer. ACH transfers funds directly from EFS' bank account into your bank account through the Federal Reserve System. EFS is connected on-line to our bank and transfer requests submitted by 1:00 p.m. (CST) are processed that day, with the funds being available to you the next business day. Once we process the ACH transfer, we will fax you a transmittal form informing you of the amount transferred and the invoice(s) paid.

ACH allows EFS and the financial institution listed below to initiate electronic credit entries, and if necessary, debit entries, and/or adjustments for any credit entries, which were funded in error by EFS.

If you would like EFS to make payment to you through ACH transfers, please complete this form. Please clearly (print or type) and mailed to: Energy Finance Solutions, Green Jobs-Green New York Financing, 431 Charmany Drive, Madison, WI 53719

The form can also be faxed to 608-249-5788 or emailed to the following three people: Dan Streit - DanS@weccusa.org; Nancy O'Brien - NancyO@weccusa.org; AND Barb Leibfried - BarbL@weccusa.org. Should you have any questions, call Green Jobs-Green New York Financing at 800-361-5663.

AGREEMENT FOR AUTOMATED DEPOSITS (ACH CREDITS)

I, _____, hereinafter referred to as Contractor, hereby
(Contractor Business Name)

authorize Energy Finance Solutions, hereinafter referred to as EFS to initiate credit entries to Contractor's Checking Account indicated below and the depository named below, hereinafter referred to as Depository.

Depository Name: _____

Branch: _____

City, State, Zip: _____

Transit/ABA #: _____ Account #: _____

Name on Account: _____

This authority is to remain in full force and effect until EFS and Depository have received written notification from Contractor of its termination in such time and in such manner as to afford EFS and Depository a reasonable opportunity to act on it.

Signature: _____

Name: _____

(Print Name)

Title: _____

Date: _____



Renewable Heat NY Program Change Request Form

Date _____ 4-Digit Installer # _____ Customer Name _____

Send Change Request to RHNY@nyserda.ny.gov

Please use the following naming convention in subject line of email:
 Change Order/Cancel/Extension - RHNY (4 digit installer #) – Name of Customer

Check One: Change Order _____ Cancellation _____ Extension Request _____

Will project use GJGNY financing? ____ No ____ Yes (If yes, submit a new ProForma Tool for any change to system size)

Electric Utility – One box must be checked
 Central Hudson G&E Con Edison National Grid NYSEG O&R NYPA RG&E PSEG LI

ATTACH A REVISED DRAWING, IF APPLICABLE

Reason for Change/Cancel/Extension _____

COMPLETE THE SECTION BELOW ONLY IF THIS IS A CHANGE ORDER

Please refer to section 2.5 of the Program Manual for rules.

Manufacturer		Street Address:	
		Zip Code:	
NYSEDA Incentive*		\$ _____	*Is an additional incentive requested? <input type="checkbox"/> yes <input type="checkbox"/> no
Equipment:	Quantity	Cost	Make and Model
Modules		\$ _____	
Inverter(s)		\$ _____	
Balance of System		\$ _____	
Installation/Labor		\$ _____	
Other		\$ _____	
Total Price			
\$ _____			

To accept, sign below and return.

Installer Signature _____ Date _____

Customer Name _____

Customer Signature _____ Date _____

For NYSEDA use only: Approved in PC by (initials) _____ Date _____

PO# _____ Original PO Amt \$ _____ Amt of Increase \$ _____ New PO Amt \$ _____