



# LOUISIANA PUBLIC SERVICE COMMISSION

Request for Proposals for Program Administrator

## Submitted to:

**Kimberly N. O'Brian**  
**Kathryn H. Bowman**  
602 North Fifth Street (Galvez Building) (70802)  
P.O. Box 91154  
Baton Rouge, Louisiana 70821-9154

July 1, 2024

## Prepared by:

**Duane Baldwin**  
Vice President, TRC  
4545 Sherwood Common Blvd.  
Building 3, Suite A  
Baton Rouge, LA 70816

# COVER LETTER



Louisiana Public Service Commission  
Kimberly N. O'Brian, Kathryn H. Bowman  
602 North Fifth Street (Galvez Building) (70802)  
P.O. Box 91154 Baton Rouge, Louisiana 70821-9154

July 1, 2024

Re: Request for Proposals of Program Administrator

Dear Kimberly N. O'Brian and Kathryn H. Bowman:

Phase II Energy Efficiency Program rules highlight the Louisiana Public Service Commission's (LPSC) commitment to minimizing energy bills for Louisiana's homes and businesses through energy efficiency programs that maximize transparent and cost-effective delivery.

**The current Quick Start programs have introduced energy efficiency to some of the state; but the comprehensive statewide programs will bring significant benefits to all Louisianans. Phase II will also move LPSC toward the goal of ensuring Louisianans are provided safe, adequate, and reliable service, at reasonable, equitable, and economically sound rates.**

While Phase II represents a positive step in Louisiana's energy efficiency journey, the transition from utility- to commission-run programs presents unique challenges and opportunities. It is critical to design and bring the new programs to market in a systematic and strategic way to reduce administrative costs and to continue to build support for Phase II rules with key stakeholders.

**With the right partner in place, LPSC can quickly and effectively launch Phase II programs while minimizing administrative costs and maximizing benefits for Louisianans.**

## TRC is up for the challenge.

LPSC will have a trusted and experienced partner in TRC, helping to navigate the complex transition from utility-based programs to the statewide model, and to continuously improve programs once in market. TRC has closely followed the development of and carefully reviewed LPSC's Phase II framework in General Order 2-9-2024, Docket No. R-31106 and we have the holistic capabilities needed to help LPSC achieve objectives while adhering to Phase II rules.

### TRC's Holistic Capabilities



For 35 years, TRC's has transitioned and delivered energy efficiency portfolios for state agencies and gas and electric utilities across the U.S. for clients like Ameren Missouri, Energy Trust of Oregon (Energy Trust), Evergy, the New Jersey Board of Public Utilities (BPU), the Northern Indianapolis Public Service Company (NIPSCO), the Tennessee Valley Authority (TVA), and more.

Collaborating with the Commissioners, TRC will use proven comprehensive program designs and transparent administrative processes to cost-effectively help homes and businesses reduce energy bills. The table below highlights components of our approach that will help us accomplish this for LPSC.

Our experience includes 17 years partnering with the BPU to administer its \$300 million (annual) Statewide Clean Energy portfolio. We are one of very few companies that has successfully completed a transition similar to LPSC's. When we took over administration of the portfolio, our team partnered with the BPU to seamlessly integrate programs from seven utilities into one comprehensive statewide portfolio.



**DEVELOP DETAILED BUDGET CYCLE PLANS**

Using insight on priorities from each Commissioner and input from the Energy Efficiency Working Group (EEWG) and other stakeholders, we will create a detailed Budget Cycle Plan to guide administration activities. **We have provided these services to the BPU since 2007, leading development of the agency's three-year strategic plan. As the BPU's strategic partner, we built their offerings from the ground up, resulting in award-winning, first-of-their kind programs that have saved more than 50,000,000 GWh.**



**MINIMIZE ADMINISTRATIVE COSTS**

**We will integrate program evaluation and best practices from other states to establish a feedback loop that will enable LPSC to identify over- or under-performing programs, as well as actions that can continuously improve the programs in terms of increased energy savings, reduced administrative costs, and lower utility bills.** We will also help LPSC optimize cost-effectiveness by closely monitoring program design inputs and individual measure attributes.



**PROPORTIONATELY DISTRIBUTE FUNDS**

We offer LPSC a detailed data management strategy that enables TRC to track program data and drive activity in specific utility territories, customer groups, or technologies. **For our energy efficiency work with TVA, TRC can track and report on program data for each of TVA's 153 Local Power Company partners.**

Our local team will use that capability to ensure ratepayer funds are distributed proportionately based on customer group and utility and to expand energy efficiency across Louisiana.



**EDUCATE LOUISIANIANS ON EE BENEFITS**

**Ensuring Louisianians understand what's in it for me and my community or business is paramount to the success of the statewide programs.** As such, we will prioritize educating them on the benefits of energy efficiency, from cost savings on their utility bills and reducing price volatility during peak periods, to promoting it as the lowest cost energy resource that will reduce the need for investments in supply-side investments, to non-energy benefits like health benefits from reduced emissions and greater comfort.

We welcome the chance to provide additional information on our response. Please contact Joel McManus at 202-308-3150 or [EFFProcurement@TRCcompanies.com](mailto:EFFProcurement@TRCcompanies.com) if you have any questions.

Regards,

**Duane Baldwin, Vice President**

347-504-2674

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# A. TRANSITION APPROACH

LPSC will have a steadfast partner in TRC to navigate the Phase II transition. We will support your success using our systematic and refined JumpStart process. Immediately upon award, we will engage our expert team to coordinate and execute every aspect of the transition, across program management, marketing and outreach, engineering, customer experience, and operations, down to the smallest detail.

## The Foundation of TRC's JumpStart Process



### ONGOING COLLABORATION

We will partner with LPSC, the utilities, the EEWG, trade allies and customers participating in current programs, the EM&V vendor (once on board), and other stakeholders to seamlessly coordinate the transition.



### STRONG LEADERSHIP

We have assigned Deb Hill as the JumpStart manager. Deb has 25 years of experience transitioning, launching, and implementing complex energy efficiency programs, with specific expertise in serving low-income populations. Deb has also worked for the State of North Carolina in the Department of Commerce.



### DETAILED PLANNING

Our JumpStart schedule will detail every task required to successfully transition from Quick Start to Phase II. The schedule will note duration, responsible party, and status for each task. Deb, with her Associate JumpStart Manager, Ilyaun Deve, will monitor and update the schedule daily.



### CLEAR COMMUNICATION

One of our first tasks will be to identify preferred communication paths, documentation management, and reporting cycles with LPSC during an action-oriented kick-off meeting. Through regular status meetings and detailed and transparent reporting, we will keep LPSC and all other stakeholders informed on progress, successes, challenges, and next steps.

We have used JumpStart to transition and launch programs across the U.S., for clients like AEP Appalachian Power Company, Ameren Missouri, Duke Energy, Energy Trust of Oregon, Evergy, Louisville Gas & Electric and Kentucky Utilities (LGE-KU), New Jersey Board of Public Utilities (BPU), and Tennessee Valley Authority (TVA).

While JumpStart is proven, there will be added complexities in transitioning Louisiana's current programs from utilities and in launching new-to-market programs for Louisianans that have not had access to energy efficiency programs.

**We are one of few companies that has completed a transition similar to LPSC's. When we took over New Jersey's Clean Energy Program portfolio, our team partnered with the BPU to integrate programs from seven different utilities into one comprehensive statewide portfolio.**

The BPU transition included the following services:

- Program design and management
- Contract and financial management
- Data management system build
- Measure management & TRM support
- Utility coordination
- Marketing, outreach, and call center services
- Quality assurance/quality control (QA/QC)
- Trade ally network management & training
- Stakeholder working group development & facilitation

**As part of our work with the BPU, we also facilitated workshops with each New Jersey Commissioner to gather input on agency priorities and goals, which we incorporated into the BPU's strategic plan.**



### YOU CREATED TRANSITION MAGIC.

...As we move into implementation, we know that the team is well-prepared and ready for a successful launch.

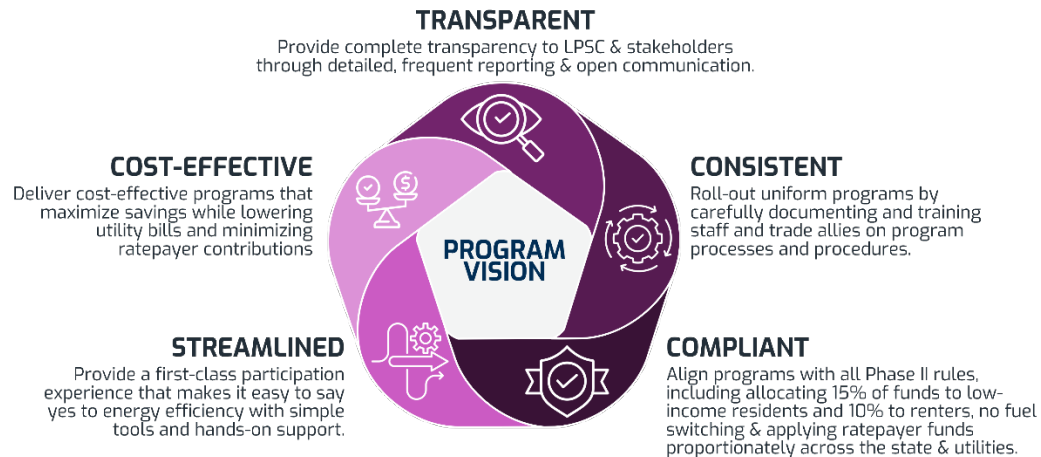
**Energy Trust of Oregon**  
Existing Buildings Program

## Question 1: Program Vision & Strategic Plan

### Program Vision

We share LPSC's program vision, as shown below. LPSC will have a strategic partner in TRC. We will work closely with you to develop the most beneficial statewide model for Louisiana.

#### Our Shared Program Vision



To design the best fit for your portfolio, TRC will host an immersion session with LPSC. During the sessions, we will develop a deep understanding of LPSC's mindset, vision, culture, structure, and processes.

**As elected officials, we understand each Commissioner represents the voices of their district. Immersion sessions will enable us to gather critical insights into the key priorities of each district to design a truly custom portfolio that is aligned with the people of Louisiana's unique energy needs.**

We will create a preliminary program design that aligns with the shared vision above, Phase II rules, the input received during the immersion sessions, as well as the full market assessment completed by our JumpStart team (described in our response to Question 2. Marketing/Market Research).

The portfolio will include a diverse program group that will target public entities, low-income residents, rental properties, and residential, commercial, and industrial utility customers.

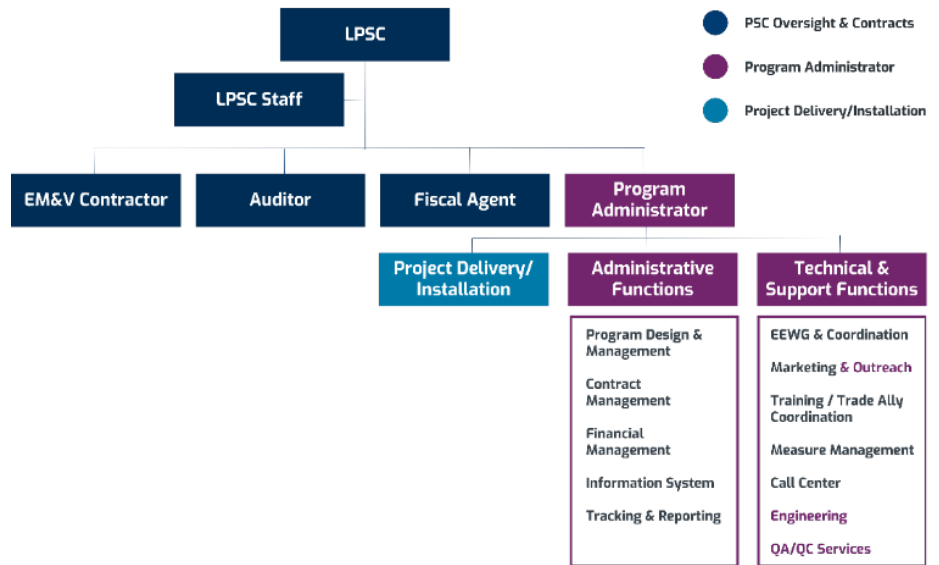
**Using an iterative and collaborative approach, we will vet the portfolio design with the LPSC, local and national subject matter experts, Louisiana utilities, and other stakeholder and trade organizations, such as the EEWG, once drafted. With LPSC's approval and participation, we will also host information sessions to receive public input on the design. While TRC can design a portfolio of programs for LPSC without this effort, this data-driven approach will maximize the benefit to Louisianans.**

We will continue to iterate on the design throughout the budget cycle, incorporating feedback from the LPSC, the EEWG, ratepaying customers, trade allies, and other stakeholders, even after the portfolio is in market.



*Maximizing Local Benefits & Administrative Efficiencies*

TRC has carefully thought out the most advantageous organizational structure for the statewide programs across the LPSC, Administrator, and Implementer(s) roles, shown on the right. This structure moves outreach, engineering, and QA/QC services to the Administrator. We highlight benefits of this structure below.



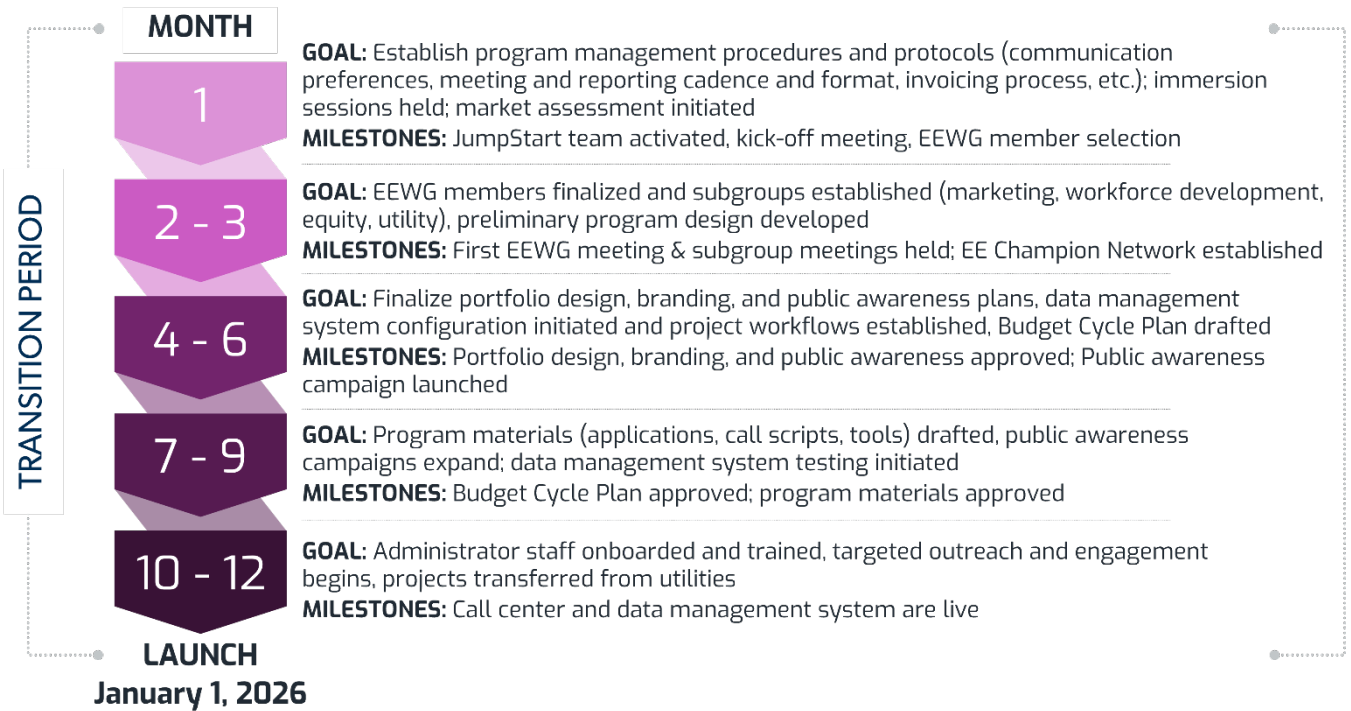
BENEFIT	DESCRIPTION
<b>Reduced administrative costs</b>	By moving QA/QC to the administrator function, we can transform call center representatives into project coordinators that will process applications when they are not taking calls. <b>We estimate combining these roles will reduce required headcount by nine full-time equivalents (FTE). It will also deliver an improved caller experience, as project coordinators will work on the program day-in and day-out, giving them a far deeper understanding of each offering and the participation process,</b> so they can better communicate the customer journey and answer questions quicker.
<b>Streamlined trade ally and customer experience</b>	By centralizing outreach and project submissions and reviews, we can further reduce administrative costs while improving the participant experience. <b>This enables a single point of entry for customers and trade allies and eliminates the risk of multiple implementers engaging the same customer, creating market confusion. Customers and contractors can also submit all applications through one easy-to-use portal.</b> Behind the scenes, we can channel applications to the right program so LPSC can accurately track measures, savings, incentives, and more by program, utility, and customer class.
<b>Consistent messaging</b>	With the administrator responsible for customer engagement and project processing, we can ensure <b>consistent messaging across marketing, outreach, and call center services.</b> This will result in <b>more uniform offerings and reduce the risk of misinformation in the market.</b>
<b>Greater benefits</b>	Rather than pay implementers to perform audits, assessments, or similar functions, transitioning outreach, engineering, and QA/QC to the administrator enables LPSC to <b>roll-out trade ally-driven programs that will grow the Louisiana economy and offer expand energy efficiency knowledge for your tradesmen and local businesses across the state.</b>

Transition Period Strategic Plan

Immediately upon award, TRC will activate JumpStart. We have developed a preliminary strategic plan and schedule representing 12 months of the transition period that we will build out and finalize with LPSC during an initial kick-off meeting.

In addition to the goals and milestones highlighted below, TRC will provide lead weekly status meetings, provide transition reporting, and coordination regularly with LPSC and stakeholders. We will also facilitate monthly EEWG meetings and hire and train local staff, prioritizing program management and marketing team members.

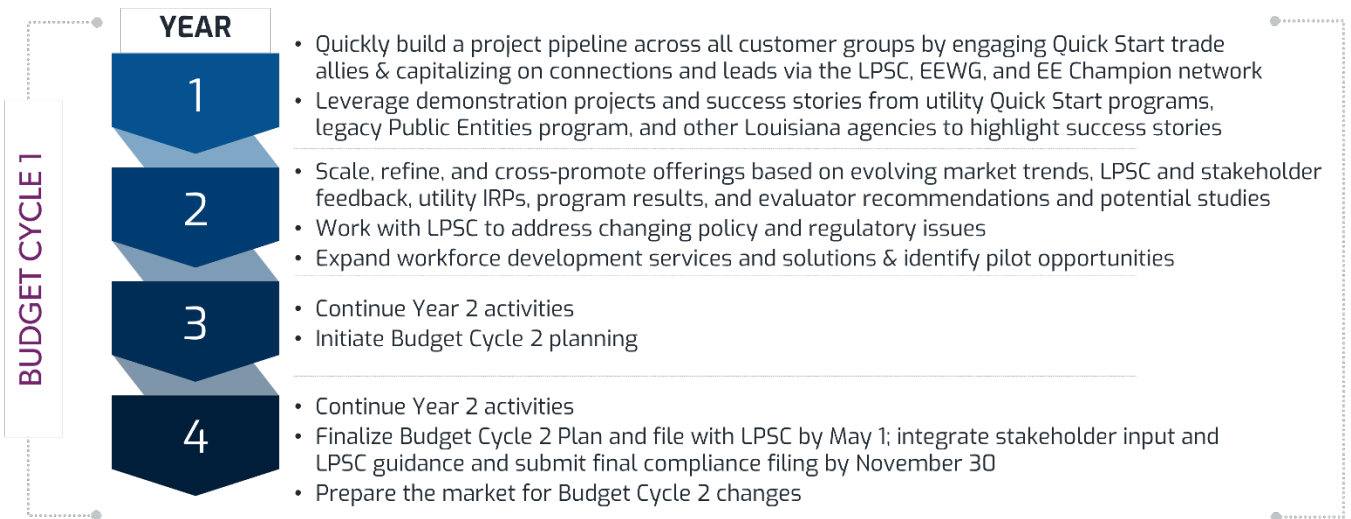
**A key component of the transition period is to work with LPSC and the EEWG to identify a group of trusted influencers, organizations, and local Quick Start enthusiasts to champion the statewide program within their communities (EE Champion Network).**



### First Budget Cycle Strategic Plan

TRC will use the Budget Cycle Plan developed and approved during the transition period as our guide for the first budget cycle. Informed by our immersion sessions, utility energy sales data, Quick Start program data, and market feedback, this detailed plan will include our LPSC-approved program design, complete with program goals and KPIs, energy and demand saving, delivery strategies, and plans and budgets by program, customer class, and utility.

The plan will be a living document, updated and submitted to LPSC by June 1 each year, to adjust incentive levels, expand or discontinue programs, shift funds across programs, add or revise measures, incorporate braiding opportunities, or revise processes.



## Question 2: Program Design Approach

Our program design experts will lead planning and design meetings with LPSC, using our proprietary program design software, ModelMaster. Our experts built and use this tool to design and track portfolio-level programs, simulate optimal incentive levels, and determine the most beneficial measures to create the most cost-effective program for energy efficiency programs across the country.

### Critical Inputs to TRC's Program Design Approach



We can incorporate Phase II requirements into the tool, such as aligning budget allocations for low-income and rental properties, as well as prioritizing savings for certain customer classes, like public entities.

Many of our state agency and utility clients, rely on our experts and ModelMaster to support regulatory filings with forecasted savings, budgets, and cost-effectiveness and we can use it as a valuable tool for braiding funds. We describe how we use ModelMaster to calculate cost-effectiveness in our response to *Section B, Question 3. Designing Programs.*

## Question 3: Budget Allocation Priorities & Phase II Compliant Implementation

An important part of the Budget Cycle Plan development and annual updates will include providing Commissioners with the necessary data they need to align their districts' priorities with cost-effective program delivery.

Our program design team will use ModelMaster, described in our response to Question 2 above, to enable Commissioners to visualize their priorities in a program design by showing how historical information and market forces can potentially influence program performance.

We can simulate several iterations and what-if scenarios for comparison and sensitivity analysis to show Commissioners potential outcomes based on assumption ranges for various Louisiana market forces. We can also integrate Phase II budget allocation rules into the model.

As we move from transition into steady-state administration, our data management system, Captures, can track project information by customer class (public, low-income), property type (rental), utility, and even by Commissioner District. We will provide this data in monthly and annual reports to validate compliance with Phase II rules.

**We will be a strategic partner to Commissioners during Budget Cycle Plan development and annual planning. Our design experts will guide Commissioners to optimized program designs and budget allocations that consider each districts unique needs while achieving program objectives and Phase II rules budget allocation rules\*.**

*\*15% of budget allocated to low-income residents.  
10% of budget allocated to rental properties.*

## Question 4: Communication Plan

Maintaining open lines of communication is an important aspect of aligning our services with LPSC's goal of providing greater transparency to ratepayers. We provide a preliminary plan below, which we will finalize with LPSC during JumpStart.

AUDIENCE	FREQUENCY	DESCRIPTION
<b>TRC Managers</b>	Weekly	Leadership discusses key accomplishments & program updates
<b>TRC Staff</b>	Monthly	Review portfolio progress, discuss program updates & best practices/successes/lessons learned
<b>LPSC Staff</b>	Weekly	Review report on progress by program, admin & incentive spend, project pipeline & forecasts, in-market & upcoming marketing campaigns, & more
<b>EEWG</b>	Monthly	LPSC provides EE-related policy updates, TRC provides status updates, EEWG provides feedback, insight, & recommendations
<b>EE Champion Network</b>	Monthly	Meet with regional community and stakeholder liaisons to provide program updates and receive feedback from targeted communities
<b>Utilities Reps</b>	Monthly	Meetings with each major utilities' key account teams to discuss open project & opportunities
<b>Evaluator / Auditor</b>	Monthly	Review EM&V processes, data collection requirements, savings guidance, project evaluation methods, and reporting logistics
<b>Commissioners</b>	Quarterly	Review program status and budgets, highlight successes, discuss key policy issues & other challenges; gather feedback, insight, & recommendations from Commissioners
<b>Trade Allies</b>	Ongoing	One-on-one outreach and training, QA/QC activities, nurturing communications, open houses, and industry event participation
<b>Trade Allies</b>	Monthly	Newsletter distribution and webinar series
<b>Trade Allies</b>	Annual	Trade ally advisory board meeting, annual program update meeting and awards ceremony providing a full day of networking, educational workshops, and more
<b>Public Stakeholders</b>	Quarterly	Virtual information session to provide program updates and receive market feedback
<b>Advocacy Groups</b>	Annual	Community-focused event targeted to educate, inform, and update advocacy groups on low-income and rental property offerings, success stories, and train them on how to promote the programs to their members

Through regular and ad hoc meetings and communication with LPSC and other program stakeholders (e.g., EM&V Contractor, Commission staff, Auditor), TRC will identify opportunities for process or program design improvements. Our team will prepare status reports or other deliverables required for these meetings.

## Question 5: Fostering a Culture of Innovation & Creativity

Creativity is one of TRC's core values. We believe in looking at challenges and opportunities from new angles and in exercising our curiosity to deliver highly innovative solutions. TRC has put that value into action through our design thinking. This user-centric approach will put LPSC, customers, and trade allies at the center of any potential innovation. During design thinking workshops, we will brainstorm how each stakeholder will benefit from any proposed portfolio or program changes.

We will also vet and validate approaches with stakeholders from each group to validate the approach. With design thinking, we can quickly evolve and adapt LPSC's portfolio to emergent trends.

## Dedicated In-house Research and Consulting Team

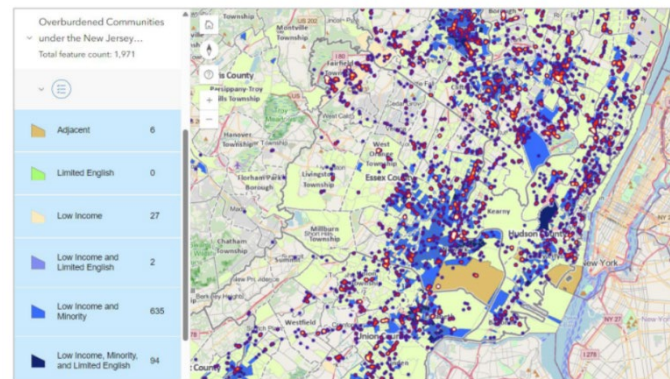
We further encourage innovation and creativity through our in-house team of research, evaluation, and consulting staff. Our program administration staff have direct access to these experts who are pushing the industry forward through their innovative, research-based solutions. For example, in December 2023, our BPU team worked with this group to initiate a Higher Education Decarbonization pilot using best practices from a pilot they evaluated on behalf of Southern California Edison.

### Example Research, Evaluation, & Consulting Capabilities



Examples of potential innovations for the LPSC portfolio include:

- **Designing innovative pilots and programs**, like the Battery Energy Storage Pilot we launched for Evergy in Missouri, to help increase resiliency for residents and businesses.
- **Integrating energy management programs**, like retrocommissioning (RCx), strategic energy management (SEM), and building operator certification (BOC) to drive persistent savings and to support long-term market transformation.
- **Incorporating TRC's innovative workforce development solutions**, such as the Clean Energy Career Connect Apprenticeship Program, to provide 90-day on-the-job, paid learning opportunities for Louisianans interested in breaking into the clean energy field or working with LPSC to establish a Louisiana-based clean energy jobs program.
- **Engaging stakeholders in annual events**, including trade allies, trade associations, advocacy groups such as the Alliance for Affordable Energy, community-based organizations, and various other interested parties to generate awareness, provide updates, and build portfolio support.
- **Holding energy efficiency stakeholder meetings**. TRC has received positive feedback from BPU stakeholders on a monthly public facing Energy Efficiency Stakeholder Meeting we facilitate on their behalf. We will offer something similar for the LPSC. During those meetings, we will provide policy updates, TRC will provide program updates, and TRC will coordinate additional speakers. The EE Champion Network will also play a pivotal role, providing continual support to stakeholders.
- **Using analytics driven residential go-to-market strategies** to combine customer data from utilities with additional market research tools. TRC has developed next-generation analytics to inform marketing strategies and target customers based on policy directives and market potential. Examples include ArcGIS geospatial representation of opportunities in targeted overburdened communities (as visualized in the following image).



## Question 6: Examples of Past Success

TRC reviewed the Quick Start Utility programs, and we have experience administering and implementing the types of programs in the current Atmos, CLECO, SWEPCO, and Entergy residential and commercial portfolios. The following are examples of programs TRC has run based on the categories listed in the RFP.

Client	Public Entities	Low-Income	Rental Properties	C&I	Gas Utilities	IOUs	CO-OPs & Munis
Ameren Missouri	●			●		●	
BPU	●	●	●	●	●	●	●
Duke Energy		●	●			●	
Energy Trust	●		●	●	●	●	
Evergy	●			●		●	
LG&E-KU		●	●			●	
NIPSCO	●	●	●	●	●	●	
Oregon Housing & Community Services	●	●	●		●	●	●
PSEG Long Island	●	●	●	●	●	●	
TVA	●		●	●		●	●

**Ameren Missouri (Public entities, C&I customers, IOU):** Since 2008, TRC has delivered a portfolio of energy efficiency programs targeting large and small C&I customers, public entities, and non-profits. We have served public school districts like Parkway and Hazelwood and municipal entities like the St. Louis Lambert International Airport and the Saint Louis Art Museum, TRC's program team has delivered over 1.2 terawatt hours of savings across 26,420 projects delivering over \$123 million of incentives since 2008.

**BPU (Public entities, low income, rental properties, C&I, gas utilities, IOUs, co-ops & munis):** As administrator for New Jersey's Clean Energy Programs since 2006, TRC has administered energy efficiency and renewable energy programs for homeowners, businesses, low-income residents, rental properties, and government entities. This work has included administering Federal State Energy Program funds to New Jerseyans that are non-IOU customers for Small Business Direct Install, Home Performance with ENERGY STAR®, and Residential HVAC programs.

**Duke Energy (Low-income, rental properties, IOU):** TRC has been a trusted partner to Duke Energy in North and South Carolina since 2015, delivering low-income programs including the Helping Home Fund and Duke Energy Carolinas Income Qualified Weatherization Program. Most recently, we launched the High Use Energy Pilot Program, targeting the highest energy burdened households in Duke Energy's territory.

**Energy Trust (Public entities, low-income, rental properties, C&I, gas utilities, IOUs):** In 2021, Energy Trust of Oregon expanded our work to include a comprehensive Existing Buildings Program, which includes large and small commercial, industrial, and multifamily buildings and energy performance management. Eligible customers can receive rebates for completing non-lighting energy efficiency upgrades in their facilities through several prescriptive or custom projects, direct install measures, midstream appliance buy-downs, strategic energy management (SEM), and building operator certification (BOC). The program also includes a gas-only offering for large and small C&I customers in Northwest Natural Gas's Oregon territory.

**Evergy (Public entities, C&I, IOU):** Since 2018, TRC has delivered Evergy's Business Energy Savings Program providing incentives to large and small commercial customers in the Kansas City metro area in Kansas and Missouri. TRC delivers both custom and prescriptive savings for the program and manages relationships with key trade allies throughout the service territory. TRC provides engineering expertise to assist contractors and customers with complex HVAC, refrigeration, motors, compressed air, and controls projects, and has helped to streamline the program by creating an intuitive electronic application that has greatly reduced the difficulty in applying for incentives.

**LG&E-KU (Low income, rental properties, IOU):** TRC was awarded turnkey program design, consultation, and implementation services for LG&E-KU's Income-Qualified Solutions program, WeCare for Homeowners and Renters, for the 2024 – 2028 period. The program provides comprehensive energy assessments, energy efficiency education, direct installation of energy-efficient measures, and weatherization for income-qualified customers at no additional cost. We serve single-family homes or buildings with fewer than four units and apartment building owners through the program. Our team also monitors all emerging federal funding opportunities associated with IRA legislation for income-qualified customers.

**NIPSCO (Public entities, low-income, rental properties, C&I, gas utilities, IOUs):** Since 2016, TRC has delivered cost-effective energy efficiency programs for NIPSCO's C&I and residential customers completing gas or electric energy efficiency projects. Our services span NIPSCO's entire customer base. We provide all program management services, oversee the trade ally network, provide technical review and engineering and QA/QC, lead marketing and outreach efforts, staff a robust call center, and perform in-field audits, among other services.

**OHCS (Public entities, low-income, rental properties, gas utilities, IOUs, co-ops & munis):** We redesigned and administer OHCS's Multifamily Energy Program (OR-MEP). OR-MEP serves low-income Oregonians, including renters, living in qualified multifamily properties (existing and new construction). When we took over the program, our team expanded incentive offerings and adding flexible participation pathways (e.g., bundled prescriptive, custom, whole building). These changes allow us to reach more affordable multifamily property owners and developers across the state, and to reduce residents' energy burden. These design elements have increased participation and resulted in deeper energy savings per building.

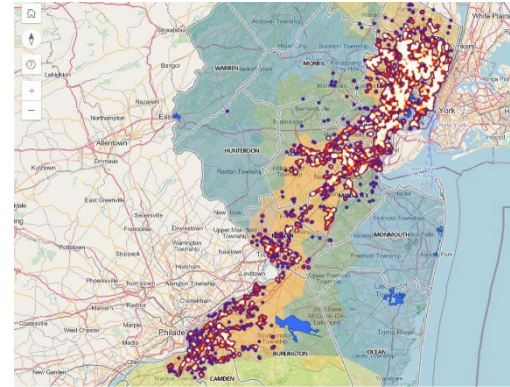
**PSEG Long Island (Public entities, low-income, rental properties, gas utilities, IOUs):** For our 10-year demand reduction contract, TRC is serving all PSEG Long Island's C&I, residential, public, low-income, and rental customers, providing turnkey planning, design, and implementation for energy efficiency programs.

**TVA (Public entities, rental properties, C&I, gas utilities, IOUs, co-ops & munis):** Since 2013, TRC has administered TVA's EnergyRight for Business Program, completing over 7,100 efficiency projects in the Tennessee Valley containing more than 63,000 measures. These projects saved over 1,450 GWh across a service area comprised of seven states and 80,000 square miles and included projects for many co-ops and municipal utility (Local Power Company) customers. TRC has helped C&I businesses of all sizes and types understand and optimize their energy use and cost. We are in our third year of delivering TVA's award-winning Small Business and School Uplift Programs, which targets customers in Justice 40 and Federal Opportunity Zones to reduce their energy burden through energy-efficient upgrades. The customers also enjoy increased comfort and improved quality of life through the upgrades.

## Question 7. Equitable Implementation

TRC serves multi-utility and government agencies, as well as dual-fuel utilities and those with overlapping territories and that require complex data tracking and reporting. Our data management system, Captures, was purpose-built track projects by utility, customer class, service type, technology type, and much more. This level of detail enables us to carefully track and monitor budget spend, savings, and incentives by utility or Commissioner District, among other things.

TRC can visually represent this data as demonstrated in the image on the right, which displays the geo-spatial representation of PSEG's projects against the backdrop of its service territories, and the other electric and gas utilities in New Jersey.



For our multi-utility Energy Trust Existing Buildings portfolio, we have used this detailed data to shift marketing and outreach funding and tactics from an overperforming utility to an underperforming utility—successfully stimulating project activity for the underperforming utility, going from 30% of goal at mid-year to 102% of goal at year-end, while still delivering 132% of the overperforming utility's goal within the incentive budget.

We will use this same process to ensure funds are distributed proportionately by utility and customer class, based on funds received through each utility's rate rider. Additionally, as shown in the image on the right, Captures enables us to track projects for customers with different electric and gas utilities. Since Captures sites are

determined by account number and/or address, it prevents customers from submitting a project with fuel switching as we would see more than one project for the site.

## Question 8. Continuous Improvement & Quality Assurance

We understand that we are representing LPSC in every industry and customer interaction. That is not a position we take lightly. As such, TRC integrates quality into every aspect of our program operations, producing professional, responsive, and high-quality program execution, customer and trade ally experiences, data, and results. We follow a continuous improvement management approach built on our philosophy that ***if you can't measure it, you can't improve it.*** To deliver on this approach, we will:

- **Plan:** Determine management objectives, define key desired outcomes, identify performance indicators, and develop management strategies, actions, and tools.
- **Do:** Establish program data and feedback tracking and monitoring processes for performance indicators and implement strategies and actions to achieve objectives.
- **Check:** Review program data and feedback to identify areas for continuous improvement, report findings and recommendations, and evaluate management effectiveness.
- **Act:** Update management strategies, refine processes and practices based on performance indicators as well as management findings and recommendations to enhance the customer experience and maximize savings cost-effectively.



We will deploy process improvement activities and hold continuous improvement workshops, as well as incorporate QA/QC protocols that analyze end-to-end operations across programs to improve specific components of each offering. These activities include:

- Hosting regular meetings / calls to solicit input from LPSC, EEWG members, utilities, trade allies, customers, and other program stakeholders.
- Reviewing programs annually with LPSC to identify improvements for the coming program year.
- Reviewing LPSC's portfolio annually against other programs TRC manages across the country, and portfolio assessments TRC's research team has completed, to select the most appropriate program processes, measures, and more for Louisiana.
- Holding EEWG meetings and public stakeholder meetings to identify any gaps and to gain insight across all programs for which residents or businesses may be eligible.
- Monitoring program processes and budgets to ensure that programs remain cost-effective.
- Closely managing trade allies to ensure proper use of program incentives.
- Continuously improving our team's tools and training to improve the trade ally experience.

**We have continued to evolve alongside TVA by incorporating digital experiences, new solutions, and emerging technologies into the programs we have delivered on TVA's behalf. Examples include the My Energy Advisor platform, the Strategic Energy Management (SEM) for Schools and the Small Business Uplift pilots, and unique measures like the ultraviolet germicidal irradiation measure that earned us TVA's Innovation Award in 2020.**

## CONTINUOUS IMPROVEMENT EXAMPLES: EVERGY BUSINESS ENERGY SAVINGS PROGRAM

**TRC created a trade ally advisory board that meets annually to discuss program successes, pain points, new measures, program updates, and areas of improvement.** In 2023, these meetings resulted in increasing pre-approval thresholds for C&I projects, focusing on emails to communicate with the trade ally network, clarifying program language, and adding measures to the TRM and incentive list.

We also **streamlined the customer experience through technology, by introducing a simplified online application portal and leveraging our data management system to send automated communications** that keep the customer informed on where their application is in the process.

### Quality Assurance

Our Budget Cycle Plan will include a detailed administration plan. Our team will use this plan to guide daily operations and expectations. It directs our team's quality control, customer service, and data collection and reporting activities, among other management procedures. The example on the right shows the detail included in our manuals.



Additionally, our team's best-in-class program management tools provides clean, accurate, and easy to understand analysis and reporting. For a portfolio of this size and magnitude, having access to accurate, secure performance data is essential to quality program operations.

## Question 9. Recommended Key Performance Indicators

For each offering, we will develop a comprehensive set of tracking metrics in collaboration with LPSC. We will issue a scorecard within our monthly reporting package. We provide representative metrics that we have used in similar programs in the list below.

- Quality (Customer satisfaction, issue and resolution tracking, and risk management)
- Safety (Corporate safety metrics, including ISNetworld score)
- Reporting (Pipeline performance, individual offering performance, on time delivery)
- Service & Support (Key staff continuity, contractor network growth, market engagement)
- Accuracy (Monthly invoice accuracy, monthly forecast accuracy)

**Leading Transition KPI:** Budget allocations and Budget Cycle Plan on-time delivery and acceptance.

**Leading Implementation Phase KPI:** Accurate and on-time reporting by District, customer class, and utility.

## Question 10. Deliverables List

DELIVERABLE	DESCRIPTION
<b>Plans</b>	
<b>Transition</b>	Draft plan will be submitted at kick-off meeting and kept up-to-date daily by the JumpStart Manager. It will include an information management system implementation plan to set up a data management system for the portfolio.
<b>Budget Cycle Allocations</b>	Defined budgets by jurisdictional utility, customer class, and District, submitted to the Commission for approval at the January B&E session
<b>Budget Cycle</b>	Filed by May 1 before the start of the budget cycle. Upon Commission approval, the final compliance filing with detailed program plan and implementation strategy by November 30, prior to the start of each budget cycle. Revised annually and submitted for Commission approval by June 1. The plan will include detailed administration and implementation manuals with dispute resolution protocols, specific program objectives, approved budget allocations, customer transformation activities, economic and environmental benefits, baseline assumptions, and implementation strategy. The plan will also include justification for any programs that are expected to achieve less than a 1.0 on the Total Resource Cost test.
<b>Coordination &amp; Collaboration</b>	Description of how TRC will coordinate with federal, state, local, and private programs to extend program funding by braiding incentives.
<b>Data Dictionary</b>	Manual of data fields, database structures and interactions, and other information sufficient to enable a third-party to understand, access, use, and transfer data.
<b>Reports &amp; Studies</b>	
<b>Customer Opt-outs</b>	Received from customers and provided Commission by November 1 (Year 1)/October 1 (Years 2 – 4).
<b>Admin Invoices</b>	Sent monthly in the agreed upon format to the Commission
<b>Trade Ally Invoices</b>	Sent monthly to utilities for trade ally services performed and billed to the administrator
<b>Commission Weekly &amp; Monthly Reports</b>	Total number of participants signed up, approved projects not yet complete, completed projects, total amount of budget expended (as allocated by District and jurisdictional utility), and remaining budget. These can be broken down into required District-specific reporting

DELIVERABLE	DESCRIPTION
<b>Ad Hoc Reports</b>	Responses to periodic information requests from the LPSC
<b>Annual Report</b>	Filed by April 1 after each plan year, including program descriptions, customer classes the programs apply to, participation rates, activity, and objectives for the programs. Details on implementation issues, program improvement recommendations, and cooperative and collaborative data sharing by each utility. The report will also include marketing, communication, and media coverage and efforts made to staff and train employees regarding the development and implementation of energy efficiency programs and infrastructure. Key metrics will include actual and budgeted expenditures, energy savings, and demand savings, broken on by customer classes, service territories, and relevant cost components for budget expenditures; comparison of budgeted and actual costs of energy efficiency program to total utility revenue and energy savings to total utility energy sales; incentive payments by customer classes and by program; participant costs; annual and cumulative present value of benefits, costs, net benefits, and cost-benefit ratios; and discussions of LCFC costs charged to customers and ongoing or planned energy efficiency projects by District.
<b>Standard Annual Reporting Programs</b>	Provided electronically with all formulae intact with avoided cost assumptions readily available.
<b>Annual EEWG Report</b>	Details of the topics taken up by the EEWG, program or EE Rules update recommendations, and proposals for future topics for the EEWG to consider.
<b>Checkpoints</b>	
<b>Payment Notices</b>	Project completion and approval to release incentive funds notices to the jurisdictional utility.
<b>Project Approval</b>	Commissioner provided approvals on projects. <i>Note: TRC highly recommends Commissioners waive this right, as it could create significant project delays resulting in participant dissatisfaction and complaints. It would also create a significant administrative burden for the Commissioners.</i>
<b>Commissioner Meetings</b>	Progress meetings to discuss the programs, provide progress updates, review policy issues, and identify evolving priorities.
<b>EEWG Meetings</b>	First held by July 1, 2025, and, likely, monthly thereafter, and, as applicable, subgroup meetings.
<b>TRM Collaboration</b>	Collaborate with the evaluator and EEWG to support development of a Louisiana TRM, if required.

## Question 11. Utility & Commission Staff Data, Information, & Interaction Needs

<b>Utility Data</b>	Customer account information, including energy usage, billing assistance program participation (updated weekly); Quick Start program participation data; revenue information, including five-year average revenue from energy sales, EE Rider data and revenue by customer class; customer incentive payment information; customer opt-outs; load shape data.
<b>Utility Information</b>	Quick Start program marketing materials, applications, and implementation manuals; information on non-LPSC EE funding opportunities; feedback from utility staff and customers; annual peak information; constrained grid areas; data sharing process for customer and incentive payment information.
<b>Utility Interaction</b>	Assign a utility liaison to support during the transition, including regular meeting participation; EEWG participation; cross-utility collaboration for uniform EERs; media and event collaborations.
<b>Commission Data</b>	District demographic data; evaluator and auditor data or input.
<b>Commission Information</b>	Commissioner priorities and desired budget allocations; EEWG member selection; project approval requirements; EE Champion Network recommendations; reporting and invoicing formats and schedules; meeting frequency and topics; information on non-EE funding opportunities, if available.
<b>Commission Interaction</b>	Kick-off participation; transition and program status meetings; monthly public stakeholder meeting participation; program material, report, and invoice review and approvals; utility coordination support.

## Question 12. Maximizing Customer & System Benefits

TRC has established protocols for layering, or braiding, funding across multiple entities. The Inflation Reduction Act (IRA) and the Bipartisan Infrastructure Law (BIL) have made access to funding for clean energy projects easier than ever and, in turn, have significantly increased market demand for energy efficient systems. LPSC can leverage these federal programs to expand energy efficiency program benefits for Louisianans while increasing the program's cost-effectiveness. To support that effort, we will use proven strategies as described below.

We worked with Energy Trust and OHCS to ensure affordable multifamily customers across Oregon have all the information they need to maximize funding sources from Energy Trust's Existing Buildings Program and OR-MEP. As changes occur, whether participation requirements, building code-related, or foundational changes, our team works collaboratively with all stakeholders to understand the impacts of potential changes and introduce best practice solutions to address those impacts, as needed.

For TVA, TRC is supporting businesses across the Tennessee Valley in taking advantage of tax benefits to improve energy upgrade payback, with a specific focus on the 179D Commercial Buildings Energy-Efficiency Tax Deduction.



### TVA Braiding Funds Case Study: Upgrading HVAC at Sunny Day Elementary

Sunny Day Elementary's classrooms were getting increasingly stuffy during the warmer months leading to distracted, uncomfortable students and costly energy bills. TRC's outreach team helped the school improve the student experience while minimizing its investment payback on an efficient new system. **By combining TVA's incentives with the 179D tax deduction, Sunny Day reduced its payback period from 3.7 to 2.5 years.**

The infographic is divided into several sections:

- Header:** "We want to help you make the best energy choices for your business."
- RESOURCES:** Three QR codes with links to: 179D Deduction, TVA EnergyRight incentives, and TVA-verified energy pros.
- EnergyRight & Industry:** A section with the EnergyRight logo and the text "Your efficiency industry energy ally."
- Tax Benefits & TVA EnergyRight Incentives:** A central graphic stating "Improving your energy upgrade payback."
- What kind of deduction can I receive?:** Explains that the deduction depends on the date of improvements and the type of improvements, with a maximum of up to \$2,000 per building for 2023 projects.
- Who is eligible?:** Lists commercial building owners, architects/engineers, and design-build contractors of tax-exempt and government-owned buildings.
- What requirements will I need to meet?:** States that a third-party engineer must perform energy calculations and a site visit for certification. New construction energy must be certified via modeling and renovation projects require 30-month pre and post-Energy Star stability data. A professional is recommended to verify eligibility for tax deductions.
- Payback:** A table comparing payback periods for different programs.

Program	Payback Period
EnergyRight	2.5 years
179D Deduction	3.7 years
Combined	2.5 years

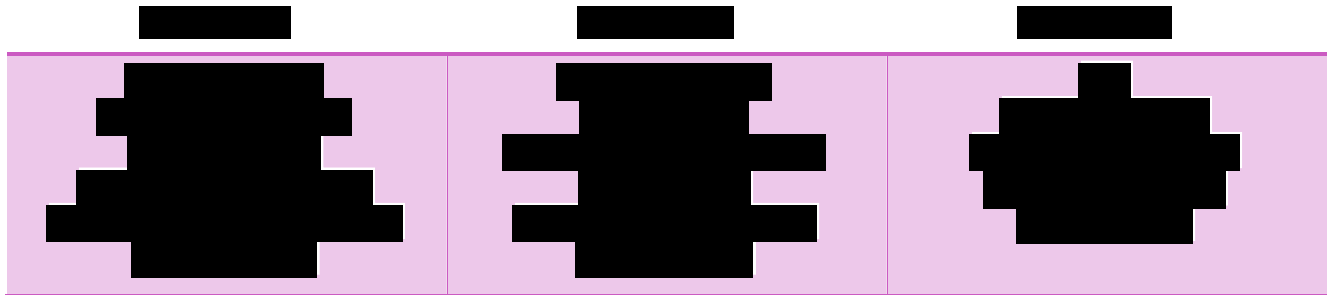
**The BPU also recently asked TRC to design a program to administer federal State Energy Program funds to customers with non-IOU electric providers. With cost-effectiveness in mind, we recommended the program be delivered via existing gas utility programs, rather than a stand-alone program. Because of this, more of the federal grant will go to New Jersey residents, instead of the administrator. We coordinated with the gas utilities to develop the solution, which is currently with the BPU for approval.**

### Preventing Double-dipping

Our data management system, Captures, minimizes the risk of double-paying incentives across LPSC programs and other programs. Captures allows staff to check customer addresses and account numbers, prior participation, and measures installed and incentivized across all programs before they create projects to prevent double-dipping. The system also provides robust reporting to quickly identify and vet duplicate measures at the site level. We also review the data for suspect customer addresses, or a disproportionate percentage of projects from a single trade ally before processing payments.

## Question 13. References

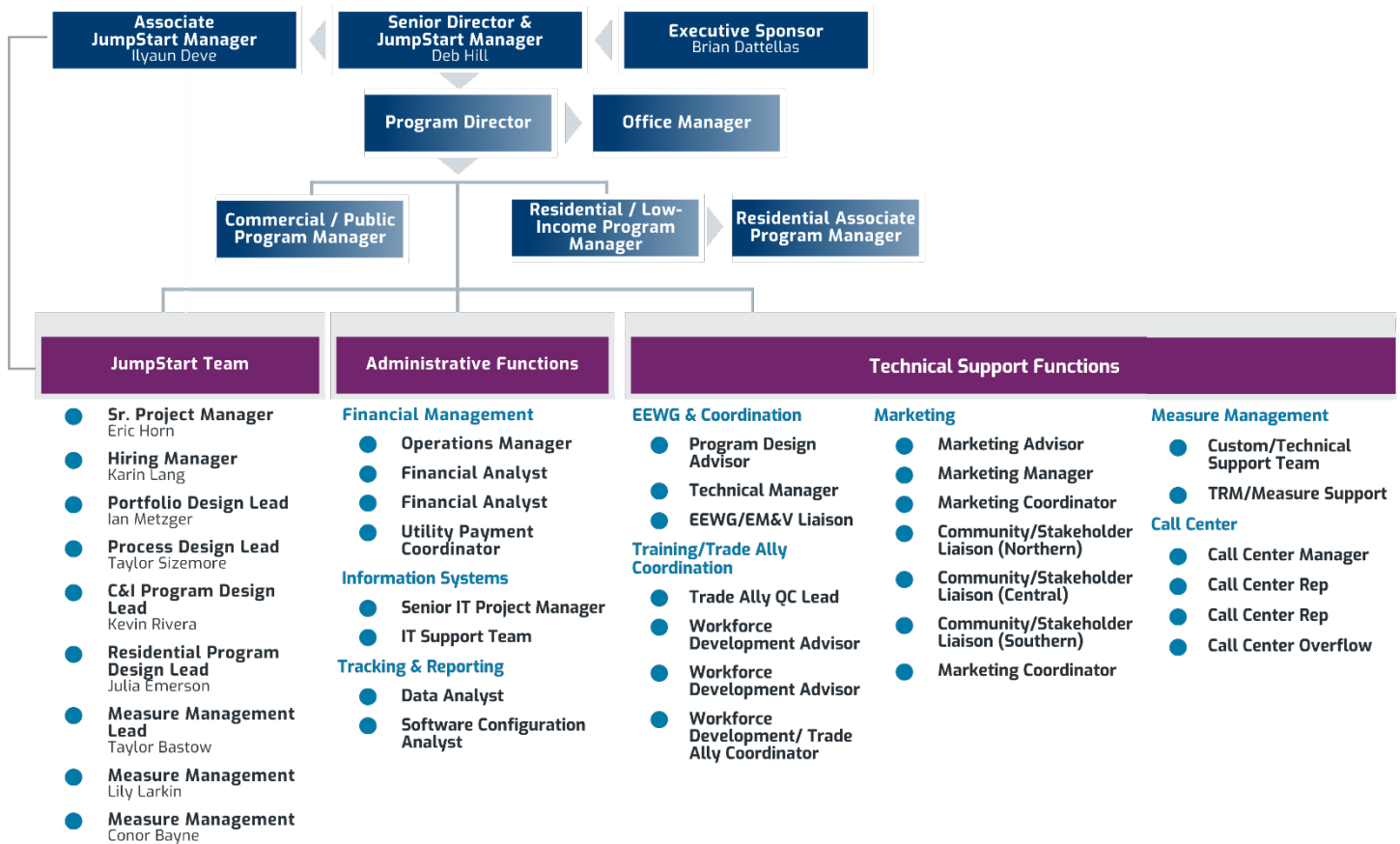
See our response to Question 6: Examples of Past Success for summaries for each of these references.



# B. ORGANIZATIONAL & MANAGEMENT CAPABILITIES

## Question 1. Organizational Chart

TRC has structured our team with clear lines of authority, roles, and communication. Our organizational chart below shows how our team members and key program functions will align to deliver on LPSC's goals and objectives.



## Hiring a Best-in-Class Local Team

Hiring, training, and retaining a qualified local team is the most important thing we will do for LPSC. Using the strategies below, we will have the greatest impact on the local economy and build energy efficiency capacity in Louisiana.

- 1. Being Proactive.** We are in a competitive job market, particularly in the green energy industry. In Louisiana, clean energy jobs are growing by 5%+ year over year<sup>1</sup>. Because of that, we will proactively post job openings in advance of the transition period with the goal of having a fully staffed team on board by October 2025.
- 2. Prioritizing Key Hires.** Because of the influence our program leadership team will have on the day-to-day success of the programs, we will carefully select local resources with the right experience and qualifications to provide sound direction to our LPSC team. We will also frontload marketing hires to support program awareness efforts during the transition period.
- 3. Working with Community and Industry Partners.** We will work with local organizations like chambers of commerce, rotary clubs, trade schools, universities, and colleges, SEEA, industrial operations centers, and more as referral sources for candidates.
- 4. Developing the Workforce.** While clean energy jobs are growing in Louisiana, the unemployment rate is up 1% since 2023, according to the Louisiana Workforce Commission. We have in-place apprenticeship and clean energy jobs programs that we will use to build capacity for the growing clean energy jobs in the state.

## Question 2. Differentiators & Unique Assets

Some companies have developed strategic plans for statewide programs or implemented statewide programs. However, TRC has comprehensive experience designing, transitioning, and administering a statewide program on behalf of a public utility commission. From that experience, as well as our local team's access to our national experts, we bring perspective and processes that other prospective administrators cannot.

**We highlight our differentiators on the right.**

### TRC's Key Differentiators

#### UTILITY TO PSC TRANSITION

##### Strategy planning, design, & administration

We bring lessons learned and proven strategies to transition a statewide portfolio from utilities to a commission. We understand the level of coordination required between the two groups to succeed, as well as the investment in customer & trade ally awareness needed to minimize market confusion.

#### GOVERNMENT EXPERIENCE

##### Unique nature of working with a government entity like the PSC

We understand the nuances between running a statewide energy efficiency portfolio compared to similar utility portfolios. TRC will work collaboratively with the LPSC to address changing policy and regulatory issues, collaborate with Commissioners, and dedicate resources to ongoing stakeholder engagement.

#### DUAL FUEL PROJECTS

##### Systems configured to track & report on multi-utility programs

TRC understands what it takes to coordinate and report on project and program data across electric & gas utilities with overlapping territories, and allocating incentive funding accurately. We have established infrastructure within our existing data management system to accommodate that functionality.

#### PUBLIC/PRIVATE COLLABORATION

##### Helping participants leveraging all available funding, including IRA grants

TRC has designed and administered solutions and funds that have allowed customers in Kentucky, Tennessee, Indiana, Missouri, New Jersey, Oregon, and others, to maximize funding opportunities from tax credits, grant funds, and more. We support these efforts while adhering to funding rules (e.g., not more than 100% of the project incentivized)

#### COST-EFFECTIVE PROGRAMS

##### Transparent cost-effectiveness strategies

Our experts perform cost-benefit tests at the measure, program, and portfolio levels using our proprietary ModelMaster tool for cost-benefit tests. To deliver cost-effectively, we maintain a diverse measure mix, balance and set incentives to maximize cost-savings, cross-promote programs, & consider other resource savings and non-energy benefits.

<sup>1</sup> U.S. Senate Joint Economic Committee, *Growing the Economy of the Future: Job Training for the Clean Energy Transition*. 19 Sep 2023.

### Question 3. Designing Programs

TRC will assess the Quick Start programs to determine which programs would contribute most to LPSC's objectives. Using historical data and market feedback from Quick Start utility programs and our national project tracking database, along with LPSC-specific program goals and budgets outlined in the Phase II rules and avoided costs data, and measure attributes from the Arkansas and other TRMs, our experts can quickly calculate and report on program models that would contribute most to LPSC's goals and objectives.

**Based on findings from these efforts, our experts will develop recommended program designs, including optimal incentive levels and program forecasts to maximize cost effectiveness while achieving savings.**

We provide additional information on our program design approach in Section A, Question 2: Program Design Approach.

#### Calculating Cost-Effectiveness

The cost-effectiveness calculation methodology we built into ModelMaster follows the California Standards Practice Manual for Economic Analysis of Demand-Side Programs and Projects. This methodology calculates the benefits and costs of the tests below.

- |                          |                             |   |   |                        |
|--------------------------|-----------------------------|---|---|------------------------|
| 1. Participant Cost Test | 2. Ratepayer Impact Measure | 3. Program Administrator Cost / Utility Cost Test | 4. Total Resource Cost / Societal Cost Test | 5. Resource Value Test |
|--------------------------|-----------------------------|---|---|------------------------|

Our program design will use the Total Resource Cost test, as noted in the Phase II rules.

VARIABLE	PROGRAM INSTALLATION COSTS	AVOIDED ENERGY COSTS (NPV)	AVOIDED CAPACITY COSTS (NPV)	AVOIDED T&C COSTS (NPV)	INCREMENTAL COSTS	PROGRAM SERVICES COSTS	UTILITY ADMIN
<b>Definition</b>	Installation costs paid by program	Energy costs avoided by utility	Capacity costs avoided by utility	T&D-related costs avoided by utility	Incremental cost of measure to participant	Other overhead implementation costs	LPSC program admin
<b>Benefit</b>		✓	✓	✓			
<b>Cost</b>	✓				✓	✓	✓

As a demonstration of our program design capabilities, TRC has included a preliminary program design in [Appendix 1](#). Cost-effectiveness is highly dependent on avoided cost values. We estimated those costs in our analysis using data from Louisiana utility filing and Avoided Cost rate by Electric Utility 2024 found on the LPSC's website. We will work with LPSC and your EM&V contractor (once identified) to update those values to ensure prospective and retrospective cost-effectiveness results are accurate and compliant with LPSC's requirements.

### Question 4. Selecting the Right Partners

We have not included subcontractors or other partners on our team. To streamline and simplify coordination with LPSC, EEWG, and other stakeholders, TRC will provide turnkey administration services. Additionally, to positively impact Louisiana's economy, TRC is recommending trade ally-driven programs, rather than implementer-led programs, with direct oversight from TRC as the administrator.

While we have left placeholders in the budget for implementer positions not staffed by TRC, we will demonstrate cost savings, tighter QA/QC, and a more streamlined customer and trade ally experience if those duties are assumed by TRC personnel.

TRC will require all trade allies to apply to participate in the trade ally network before they are eligible to support LPSC programs. The application will require the following information:

- Account information such as address, contact information, and federal Tax ID.
- Business information including type of business, number of employees, diverse business classification, specialties, and service areas.
- Signed W-9 and certificate of insurance.
- Acknowledgement and signature of a Participating Vendor Agreement.

TRC will also require that participating trade allies submit relevant project examples and references that demonstrate their ability to provide services to Louisiana residents and businesses. We will also request evidence of industry certifications such as AEE Certified Energy Manager, BPI Building Analyst, or similar certifications. TRC will review applications on a rolling basis; once approved, participating contractors can submit projects to the program.

## Question 5. Achieving Results and Customer Satisfaction

Our vision for achieving LPSC's goals is focused on a strategic approach, guided by innovation and collaboration. We aim to keep goals relevant and achievable in a dynamic environment such as an energy efficiency program.

Key elements to achieving results and driving customer satisfaction for LPSC's statewide program include:

1. **Strategic Planning.** Setting clear, measurable goals and developing actionable roadmaps for achieving program goals together.
2. **Innovation.** Embracing change and discovering new solutions to help LPSC reach its goals faster and more efficiently.
3. **Continuous Improvement.** Learning from our experiences, adapting to changing circumstances, and promoting excellence in everything we do.
4. **Adaptability.** Remaining agile and adaptable through program transition and implementation.
5. **Customer Experience.** Streamlining the customer experience by addressing any participant concerns and delivering solutions that save Louisiana customers energy.

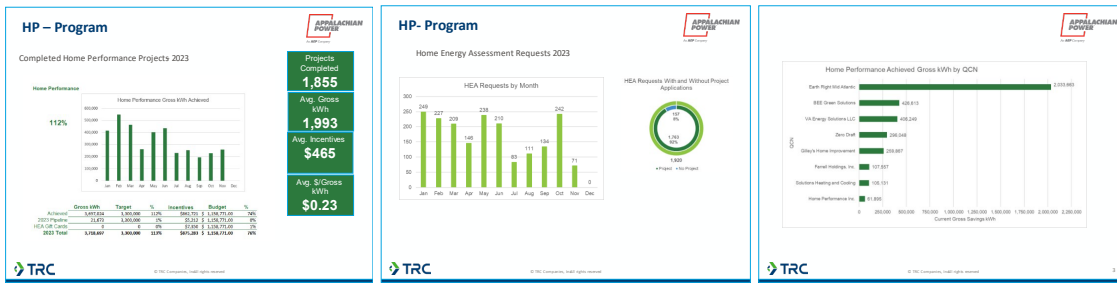
### Managing Progress Towards Goals

The figure below has snippets from a monthly report that we provide other energy efficiency programs we deliver. It keeps our clients informed, tracks progress toward goals, provides valuable information for your evaluator, and supports your efforts to improve data quality.

We will discuss program updates during monthly, quarterly, and/or annual reporting, as requested by LPSC. Additionally, by carefully monitoring participation levels, we can identify and address potential issues before they impact the programs.

In collaboration with LPSC, we will determine the best reporting process and format for these reports.





During status meetings, our teams will review program and marketing activities, successes and challenges, project details and measures, trade ally participation, and current and forecasted progress toward savings targets by customer class, utility, and District. We further detail metrics included in our reporting in *Question 10. Deliverables List*. These meetings also offer the chance to review contract items, discuss process or design improvements, share regulatory or evaluator needs, and more. Additionally, we will attach all project documentation and files received from implementers to the project file in our Captures system. We provide additional information on our data security in *Question 3. Data System Management*.

### Question 6. Insurance Requirements

TRC has reviewed and confirms we can meet LPSC's standard insurance requirements.

### Question 7. Firm's Financial Qualifications

TRC is a privately-owned, financially stable company with 55 years of service in the energy and environmental markets. We have attached three years of audited financial statements as [Appendix 2](#). Please note our financial statements are highly confidential and not for release or distribution.

## C. APPROACH TO ADMINISTRATIVE FUNCTIONS

### Question 1. Identifying Problems Early

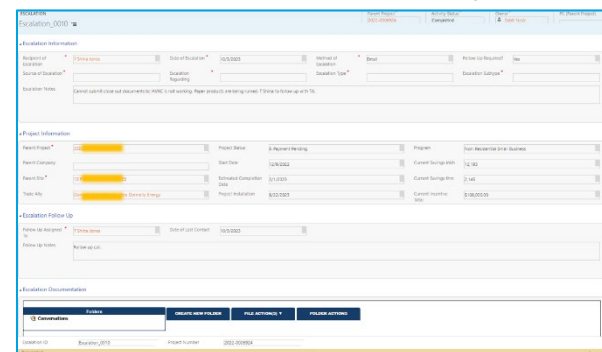
We identify problems early in two ways: (1) use data-driven decision-making and (2) soliciting feedback early and often. These items enable us to identify trends and potential problems before they require major course corrections and quickly address them through design changes and process improvements.

### Question 2. Meditating Disputes and Resolving Conflicts

Through detailed training and de-escalation techniques and a clearly defined escalation process, TRC will minimize customer, trade ally, and other stakeholder disputes. Our team is prepared to understand the customer situation and consider all information necessary to appropriately address inquiries or provide additional attention the project may require.

We track every interaction that may become a complaint in Captures' Escalations interface, which tracks who received the complaint and when, what the status is, the project it was about, and more. Our team can also upload documentation related to the complaint to the Captures record. This allows us to assess whether a trade ally or call center representative needs additional training, or if there is an aspect of the programs that needs enhancement. We provide additional information in our response to *Question 5. Call Center*.

TRC's Escalation Dashboard in Captures



### Question 3. Data System Management

TRC's program staff use our Captures platform as the primary, day-to-day data management tool to securely track and manage program participation information for state and federal agencies and utilities across the country. It is based on the industry-leading Microsoft Dynamics platform, and our IT experts configure the system to the unique needs of each of our clients.

#### Data System Security and Confidentiality

**Captures uses a multi-layered in-depth defense approach comprised of policies, procedures and controls, to ensure continuous protection from the persistent threats that are always present. This includes an annual SOC 2 Type II Audit/Attestation.**

Additionally, Captures uses role-based security to ensure that each user has access to only those system pages, modules, reports, data points, and other elements appropriate to the role as defined by our client. Through our IT group, we will provide authorized system users with login credentials to securely access the system, view real-time reports, and program data 24/7.








Capture's authentication module meets National Institute of Standards and Technology (NIST) requirements for computer security, ensuring our team meets best practices (e.g., strong passwords, account lock-out after three failed attempts). The system administrator will limit access to program and customer data through specific parameters that carefully restrict each user to only those records and data fields that they are authorized to view and/or modify.

### Question 4. Data System Maintenance and Transition Plan

While Captures is a proprietary system owned by TRC, the data within the system will belong to LPSC. Should a transition to a successor be required, we will work with LPSC and the incoming administrator to develop an agreed upon process to transfer all customer, marketing and outreach, and project data from Captures to the new administrator's system. We will also establish a period for which LPSC requires we store program data from the contract end date.

### Question 5. Custom Reports, Tracking, and Monitoring

The granularity with which Captures collects and can report on program data offers LPSC the benefits described in the graphic on the right.

 <p><b>Integrate with Microsoft applications seamlessly</b> to reduce learning curves, start up time, and training.</p>	 <p><b>Track and measure goals, key performance indicators, and program financials</b> as well as produce automated reports.</p>	 <p><b>Report on data in ways</b> that enable seamless information sharing, sound decision-making, and adaptive program changes.</p>	 <p><b>Manage program participation information securely,</b> tailoring the system to LPSC's needs.</p>
 <p><b>Monitor and manage the program pipeline</b> through customized workflows, providing high visibility to project and incentive status.</p>	 <p><b>Transfer real-time data</b> into and out of the system via proven and secure data transfer protocols.</p>	 <p><b>Provide transparency to LPSC's team and stakeholders</b> via direct access to program data and real-time reporting.</p>	 <p><b>Create real-time reporting and data sharing</b> through the dynamic linking of the system to dashboards, charts, and reports.</p>



**Captures has been an excellent and critical tool...providing real time data on our pipeline, our completions, and our overall performance.**

**The easy access and the precision of this data gives Evergy more accurate forecasting and provides valuable reporting information on areas such as customer participation and technology mix. Most importantly, Captures has helped streamline our application process and our overall program, resulting in improved customer satisfaction scores and increased program participation.**

**Evergy Sr. Product Manager**  
Business Energy Savings Program

## Custom Reporting

Each of our clients has unique needs and requirements for reporting. Captures is a dynamic, scalable, and flexible system, so we can address each program's unique reporting requirements in the timeframe that best meets your needs. TRC will solicit feedback from LPSC on reporting needs and develop project reports that detail and summarize all program metrics and facilitate the identification of program strengths and areas for improvement. **Every single data point within Captures can be output to a report so TRC's ability to structure and deliver a custom reporting is nearly infinite.**

Captures can track and measure goals, key performance indicators, and program financials, as well as produce automated reports for specific periods of time and annual results. Captures is equipped with KPI tools and dashboards used to provide QA/QC services for other clients. We will tailor these reports to each program and store them for real-time access via personalized dashboards. If reporting requirements change, we can quickly modify Captures to add those data points and enable data tracking and reporting.

When self-serve dashboards and reports do not satisfy a specific data need, our program team will assist with ad hoc requests to pull specific data from Captures. There is no need to engage IT to pull data or create reports. Power users can pull data in any format upon request by LPSC.

Through Captures, we can enhance reporting by automating reports on a program-defined schedule. Reports can run daily, weekly, monthly, or on a specific day; then the report is emailed to a list of user-defined recipients to provide LPSC with updates on key milestones and program performance. TRC will collaborate with LPSC to agree on the format, frequency, and process for providing reports. We provide example reports in [Appendix 3](#).

## Question 6. Quality Assurance

TRC will develop and provide trade allies with meaningful training, technical guidance, and on-site field and in-office staff support to ensure they have a full understanding of LPSC's portfolio. Through events, newsletters, advisory boards, and webinars, we will support their continuous improvement while sharing best practices and providing new opportunities. We will also monitor trade ally performance and apply contractor remediation procedures when needed (as discussed at the end of our response to this question).

TRAINING / LOCATION	TRAINING OBJECTIVES & TOPICS COVERED
<b>Orientation Training:</b> In-person or via webinar (as needed)	<b>Topics covered:</b> Program orientation and requirements. <b>Objectives:</b> Clearly communicate the value proposition (offer customers more attractive pricing via cash incentives, benefit from marketing and training support, build credibility through LPSC affiliations, and learn to present the business case for energy efficiency).
<b>Trade Ally Connections:</b> Ongoing engagement	<b>Topics covered:</b> Program updates, question forum, best practices, and program feedback. <b>Objectives:</b> Increase participation from less active trade allies, strengthening relationships with active trade allies, and gathering feedback to support continuous improvement efforts.
<b>Supplemental Training:</b> One-on-one, or web-based	<b>Topics covered:</b> Corrective action for non-compliance, variances, poor quality submissions. <b>Objectives:</b> Training refresh to ensure a full understanding of offerings and requirements to reduce errors, understand participation barriers, and provide actionable insights to drive growth.
<b>Co-Trainings:</b> With manufacturers and distributors	<b>Topics covered:</b> Technology-specific <b>Objectives:</b> Efficiently use market participants' time by training them where they are already learning, such as Rheem's online HVAC manufacturer training.

**We also provide access to an easy-to-navigate portal that provides independent access to program materials and processes for busy trade allies who are generally out in the field during business hours.**

TRC is committed to helping participating trade allies be successful, grow their business, create jobs, and—most importantly—help Louisianans save energy and reduce energy bills. Inevitably, some participating trade allies will struggle to follow program rules and to deliver quality technical services. We have observed that this occurs most often when participating trade allies hire new staff who are not properly trained, or key staff leave the company. All participating trade ally staff members are expected to comply with LPSC and TRC's code of conduct. TRC will provide:

- Contracting and delegation of roles and responsibilities among staff and participating trade allies to complete tasks in accordance with established schedules.
- Ongoing assessment of actual staff and participating trade ally performance.
- Protocols for addressing issues or complaints along with an escalation plan.

We will incorporate remediation procedures to manage trade allies who do not adhere to program processes and/or do not provide the expected level of service. Typically, three types of issues arise:

- Deficiencies in adhering to established guidelines and procedures (administrative and field services),
- Failure to service the customer in a timely and professional manner,
- Intent to work outside the rules or commit fraud, theft, etc.

If TRC or LPSC determines that a participating trade ally's work quality is not up to program standards, TRC will take appropriate action, which may include verbal guidance and e-mail correspondence (Level 1), a written probation letter (Level 2), suspension from participation (Level 3), and termination (Level 4).

## Question 7. Quality Control Activities

### QUALITY CONTROL SYSTEM

<b>Application Reviews</b>	Our team will review every application received from implementers for missing information or supporting documentation before issuing incentive payment approval to utilities.
<b>Eligibility Verification</b>	We verify that implementers and trade allies are serving eligible applicants by confirming the applicant's account complies with program terms and conditions, guidelines, and qualifying restrictions (e.g., income thresholds, rate schedules).
<b>LPSC QC Checks</b>	LPSC staff will have full access to Captures to facilitate quality control checks to verify data accuracy and compliance, as desired.
<b>Trade Ally Onsite Inspections</b>	Before approving incentives, we will conduct required, random, or for-cause onsite inspections of installed measures. We will finalize frequency during JumpStart in collaboration with LPSC. We recommend inspecting a new trade ally's first five projects and completing a random inspection for 10% of all future projects. We develop inspection checklists, so all inspections are done using the same process/protocol.
<b>Data Integrity Checks</b>	All users can perform recurring or ad hoc data integrity checks by exporting Captures data to Excel. We conduct ad hoc and standardized bi-weekly data integrity checks. This includes reviewing shared utility incentive payment data to check for duplicate check processing.
<b>Programming &amp; Automation</b>	Captures data validation capabilities flag and report on projects that do not contain required data points. Captures also has permissions controls with role-based user access to maintain data integrity.

We will also survey participants served through each program to collect ongoing feedback on the programs, implementer(s), and trade allies. The surveys will provide invaluable information to continuously improve LPSC's services and offerings.

# D. APPROACH TO TECHNICAL AND CUSTOMER SUPPORT FUNCTIONS

## Question 1. Utility Coordination

Utility coordination is not new to TRC. For BPU programs, we participate in bi-weekly calls with the regulatory agency and all utility representatives. We also led coordination efforts when transitioning BPU programs from utilities to the BPU and, in 2021, we led working groups and transition activities when the BPU transitioned several programs back to utilities. A critical component to successfully coordinating with utilities is to involve them early in developing messaging to prepare the market for the upcoming change and to collaborate with the utilities to develop training and FAQs. To enable that level of coordination, TRC's team will include an EEWG/EM&V/Utility Liaison that will be the single point of contact for jurisdictional utilities. For certain programs where there is overlap or coordination needed (when braiding funds is possible) we have established specific TRC and utility points of contact to help customers and trade allies navigate the programs and processes to reduce market confusion.

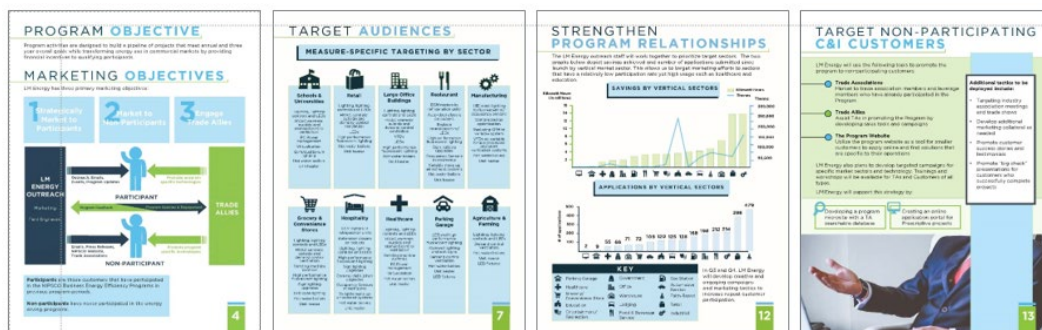
TRC will leverage our experience supporting dual fuel projects in New Jersey that require incentive payments from multiple utilities to expertly execute on complex incentive payment processes required for LPSC's program. Our trained staff will verify project data and invoices before sending incentive payment notices to utilities. We provide additional information on Captures' financial management capabilities in our response to *Question 7. Equitable Implementation*.

## Question 2. Marketing/Market Research

TRC's full-service marketing team has 15 years of experience deploying results-driven marketing, brand creation and management strategies, and e-commerce solutions to increase program awareness and participation for homeowners, renters, small and large businesses, and public entities.

Our marketing team will work closely with LPSC to develop a marketing plan that follows LPSC-approved branding and incorporates a mix of mass marketing/general awareness, hyper-targeted strategies, and website best practices to promote participation for specific customer classes, like coordinating with advocacy groups and organizations to reach low-income customers, renters/property owners, and rural customers. Also, coordinating marketing and event participation with implementer outreach staff will be key, as in-person engagement is an important aspect of marketing to low-income residents.

Sample Marketing Plan




We will quickly adjust our tactics to align with changing market variables, marketing results and website metrics, the regulatory environment, and LPSC goals.


## Market Research Approach

We will use data and feedback gathered during the early stages of the transition period, as well as third-party demographic and firmographic data (e.g., Quick Start program data, utility billing data, Data Axel data, local permitting data) to segment the market and identify relevant marketing and outreach pathways.

The market assessment will enable TRC to create a relevant and seamless engagement experience for residents and businesses across the state. Using this research and analysis, we will:

 **Inform forecasting and budgeting efforts** for the Budget Cycle Plan.

 **Prioritize marketing dollars and messaging** based on budget allocation requirements and customer classes with the most to gain from energy efficiency.

 **Align mass and target marketing, and outreach pathways and messaging** to address and overcome participation barriers or perception issues.

As Budget Cycle 1 progresses, we will refine our segmentation models to deploy increasingly targeted engagement. Simultaneously, we will apply broad marketing strategies to maintain general program awareness.

Together, we will create a statewide energy efficiency program brand and creative material with messaging, tone, and feel that breaks through marketplace noise and resonates with Louisianans. Among other examples, TRC recently led this effort for a statewide residential new construction program for California's IOUs.

## Mass Marketing Strategies

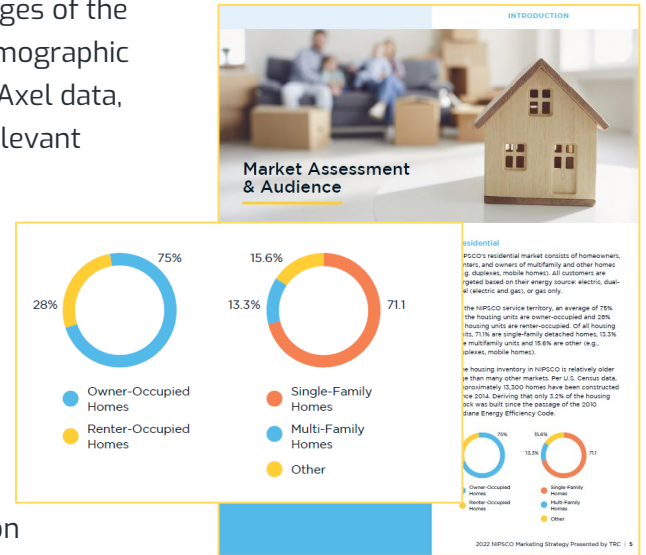
We will use mass marketing channels to increase awareness and understanding of energy efficiency opportunities as well as to prepare the market for the statewide programs. This will include developing an umbrella campaign strategy that presents a singular voice to the market.

## WEBSITE DESIGN & CONTENT

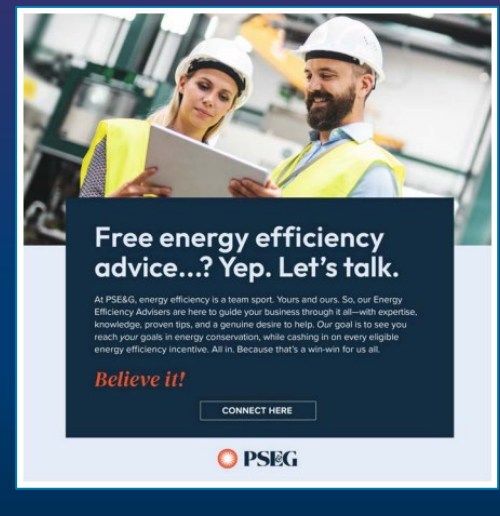
Our website design focuses on how customers and market participants engage with the site. By integrating user experience best practices, we minimize clicks to navigate the site and make it easy to find relevant information. We typically host basic program literature and forms (e.g., application tool), case studies, videos, and fact sheets. We will use simple messaging and relatable content to provide a user-friendly customer experience that will encourage visitors to spend time on the site educating themselves on energy efficiency.



## Sample Market Segmentation Visuals



For PSE&G, market research uncovered a major participation barrier for commercial ratepayers—skepticism. In general, they felt the program benefits were too good to be true. TRC made the bold decision to address their disbelief head-on. We developed five families of ads under the award-winning umbrella campaign: **Believe it!**



## EMAILS & NEWSLETTERS

We will develop compelling digital collateral, including fact sheets, brochures, and educational guides to promote program benefits and incentives. We will also use electronic newsletters awareness and provide tips to reduce energy consumption.



Sample Marketing Materials (Digital Ads, Online Marketplace, Postcard, Social Media)

## SOCIAL MEDIA

We will create posts for LPSC social media accounts and posts that utilities and local organizations can post on their social media to generate awareness.



## PUBLIC RELATIONS

We will develop strategic communications to spread the word about the LPSC programs through Louisiana TV stations and media outlets.



## DIGITAL ADS & SEARCH ENGINE OPTIMIZATION

Our team will create an online presence by working with LPSC to create ads and identify search terms to target customers.



## PRINT COLLATERAL

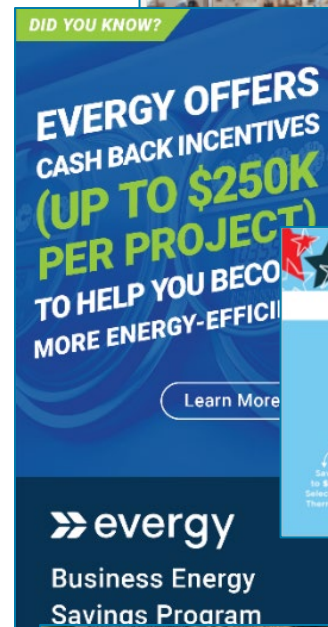
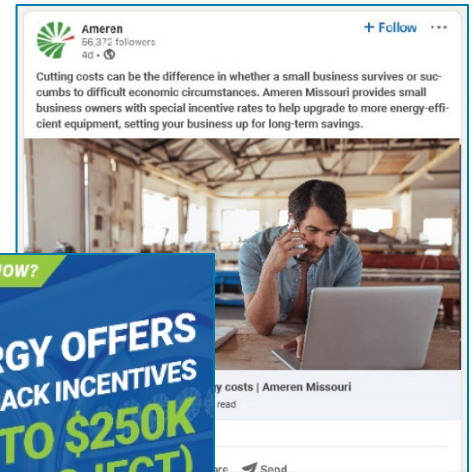
We will mail postcards and letters, use bill inserts, and create fact sheets, brochures, window clings, and more, about the programs.



## Targeted Marketing Strategies

We will help Louisianans navigate the transition process, minimize market confusion, and encourage participation using personalized messaging based on customer class. Using our 35 years of data from energy efficiency program administration, we have developed personas that we will tailor to the Louisiana market. Personas help us create hyper-targeted marketing strategies that address unique participation motivators and barriers for each customer class.

Personas serve as an empathy tool for our marketing and outreach teams to quickly align themselves with what matters most to customers in each market sector. Each persona identifies the primary decision maker, customer characteristics, primary motivators, participation challenges and opportunities, average energy usage, and how best to market to and engage the customer.



## Sample Multifamily Persona

**Sample Multifamily Persona**

**Decision Maker(s)**

- Community Development Corps
- Homeowners Associations
- Property Managers
- Public Agencies
- Owners

**Facilities Like**

- Affordable Multifamily
- Assisted Living
- Campus Living
- HCA
- Market Rate (no-rental-aid or mixed-rental-aid)
- Small Multifamily

**Key Attributes**

- Typically busy professionals and may be difficult to contact
- Focused on profitability and ROI
- Prioritize activities to improve return on investment, improve bottom line, or increase appeal

**Primary Motivators**

- Reduce energy costs in order to increase net operating income
- Maintain comfort to attract and retain high-paying customers
- Highlight efficiency to attract tenants with social and environmental values

**Participation Challenges**

- Bound to long-term capital planning cycles, annual budget cycles, or portfolio prioritization (i.e. affordable housing, campus living)
- Local, state and federal funding requirements (i.e. affordable housing)
- Bureaucratic decision-making structure (i.e. HCA, affordable housing)
- Small-medium multifamily owners typically manage property as a side business, limited time to seek opportunities
- SPM incentive can be challenging; Campus living, market rate

**Participation Opportunities**

- Eager to invest in improvements to lower costs and maximize profits
- Cash incentives that ease with tight budget constraints
- Dependable revenue streams (assisted living)

**Top Influence Channels**

- Peer
- Program Staff
- Word
- Trade Shows
- Content

**Engagement Strategy**

The majority of the participation for the multifamily sector is in centered around Central and Mid-America States regions. Recommended tactics or strategies for these decision makers include leveraging channels that provide information, since they are often very busy. They will rely on the technical knowledge and assistance of the program staff, especially for smaller-multifamily operations that are more resource impoverished.

**Multifamily Sector Insights\***

Top Measures Completed\*\*

Business Size (Range)

28.9%

Submarket Composition

Participation by Region\*\*\*

Using personas in combination with participation data, we can create targeted and multi-lingual campaigns and collateral that speak to the specific needs of each customer class, like affordable housing, renters, and rural customers, and public entities, to reach LPSC's priority audiences.

The image on the right shows how we apply a persona to marketing messaging to reach renters and low-income residents.

**Goose Hollow Tower, Portland**  
ESTIMATED ANNUAL SAVINGS: \$12,000

**INFLUENCER: PEER RECOMMENDATION** (Icon: thumbs up)

**PRIORITY: IMPROVE BOTTOM LINE** (Icon: dollar sign)

**MOTIVATOR: COMPETITIVE ADVANTAGE** (Icon: bar chart)

An exhaust fan upgrade at Goose Hollow Tower reduced resident heating costs by an estimated \$12,000 annually and made maintenance a breeze for College Housing Northwest, the property manager.

College Housing Northwest decommissioned 25 exhaust fans on the roof of the 16-story college housing apartments. The fans, which dated back to the building's construction in 1970, ran 24/7 contributing to high heating costs. The old centrifugal fans also required constant maintenance. More importantly, they didn't do the job. Residents often complained of food smells and stagnant air.

**PRIORITY: TENANT SATISFACTION** (Icon: stars)

Goose Hollow installed 25 new energy-efficient, direct-drive, dual-speed fans that use existing ductwork. The new fans operate on a programmed schedule that calls for 100 percent ventilation during typical cooking and bathing hours and only 60 percent at other times, saving energy and reducing air quality complaints by providing stronger ventilation during peak times. With sealed bearings and a simpler configuration, the fans require only quarterly maintenance.

**MOTIVATOR: INCREASED PROFITABILITY** (Icon: bar chart)

Share Tweet

### Question 3. Training/Trade Ally Coordination

Qualified, motivated, and properly trained trade allies increase participation and deliver superior program results. The figure below shows our proven engagement and management process, which we couple with excellent customer service to enable trade allies to deliver high-quality projects with verifiable savings. We also promote our user-friendly tools that will simplify participation (e.g., easy-to-use calculators and tools, online project and application portals).



TRC's seasoned staff work with participating trade allies to understand their needs and incorporate that information into program procedures, new initiatives, protocols, and marketing campaigns.

TRC provides education, support, and recognition for the Trade Ally Network. We have developed and delivered a strategy led by our marketing team to retain and build on the success of the existing network. Our strategy includes:

- Providing regular program communication through newsletters, e-mail updates, and events.
- Delivering one-on-one education for full understanding of program processes and customer engagement strategies. TRC currently provide on-site certified BPI training for residential programs and manages green jobs and work force development programs for multiple utilities.
- Monitoring program participation to identify which trade allies need additional support.
- Forming and maintaining a Trade Ally Advisory Board (meets annually) to obtain detailed insight and honest feedback on our programs from the trade ally perspective.
- Hosting trade ally events, including happy hours and other networking and educational opportunities.

**We transform trade allies into program ambassadors who will serve as critical players to help LPSC achieve savings goals.**



## Trade Ally Training

TRC will work with LPSC and the program implementers to develop and provide trade allies with meaningful training, technical guidance, and on-site field and in-office staff support to ensure they have a full understanding of the LPSC programs. Through events, newsletters, advisory boards, or webinars, TRC supports the continuous improvement of market participant performance and program offerings while sharing best practices and providing new opportunities to mutually benefit market participants, the State's internal staff, and Louisiana customers.

We will work collaboratively with the program implementers to provide various training to market participants as outlined in the table below and in our response to *Question 6. Quality Assurance*. We maximize online training opportunities to reach all trade allies and to allow all trade allies to make the best use of their time-constrained resources.

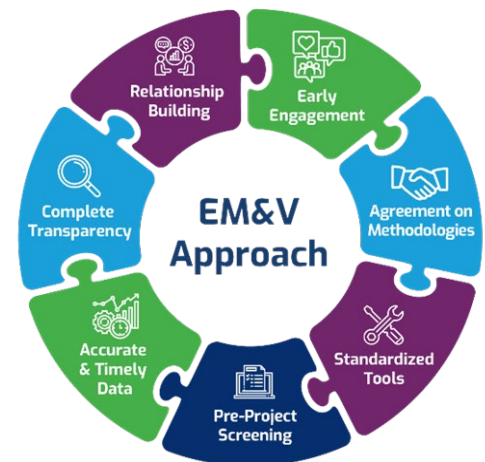
**As New York's Workforce Development and Training contractor, TRC brings best practices in trade ally training and curriculum. We are leading the effort to build market capacity for energy efficient system installation across the state. Additionally, TRC has a BPI-certified testing center to support trade allies in New York earn certifications by participating in our program.**

## Question 4. Measure Management

### Coordinating with Other LPSC Consultants

TRC offers the unique insight of a proven administrator and implementer, as well as an experienced evaluator. We apply that holistic understanding of the evaluation process to form our EM&V strategy, which includes the following:

- **Early engagement.** By engaging with LPSC's evaluator and auditor early in the process, we will each understand how the others plan to execute their scope. This engagement also offers opportunities to discuss program design, review data recording needs, and establish communication protocols. Managing expectations and removing ambiguity up front will prepare the evaluator, auditor, and us to coordinate seamlessly once the evaluation process begins.
- **Agreement on methodologies.** We will align our project savings methodologies early to increase the likelihood that TRC, LPSC, the evaluator, and the auditor will agree on savings estimates. TRC takes the time to understand the techniques of individual evaluation firms willing to share them. We will use this information to calibrate methods for estimating savings for LPSC's programs.
- **Accurate & timely data using standardized tools.** Captures will track, and record data required by LPSC and the evaluator and auditor for each project. We will set up each project to easily retrace key project details when the evaluation starts. We will provide full read-only access to our tracking system and detailed custom reports as required. We will also provide information and support activities to fulfill data requests, coordinate interviews, develop program metrics, retain backup supporting savings documentation, and review the draft EM&V plan.
- **Complete transparency.** LPSC, the evaluator, and the auditor will have complete access to program data, and we will respond promptly to data requests. Additionally, TRC will regularly share feedback on trends, issues, or successes with program personnel to enable ongoing program adjustments



when needed. We will also perform technical reviews to provide your evaluator with a look into our review process to verify that it meets its expectations.

## TRM Development Experience

To continuously evolve the programs, we administer on behalf of our clients, we regularly support measure development in coordination with regional organizations and emerging technology working groups. TRC provides breakthrough insights to potential new measures through our focus on innovative energy efficiency solutions and emerging technologies. Our in-house research and engineering teams spearhead these efforts, supporting our local teams in evolving and adapting offerings.

**NEW YORK STATE JOINT UTILITIES: TRM EDITOR**

For New York's electric and gas utilities,

**TRC provides technical analysis to continuously update the New York TRM to reflect the most up-to-date codes, standards, and references.**

This includes reviewing and editing every measure and all appendices within the TRM and coordinating with the Committee, New York State Department of Public Service, NYSERDA, and other stakeholders to produce ongoing updates to the TRM which appropriately reflect the input of all parties.

Since 2016, we have introduced 111 new measures to the NY TRM and filed 237 unique measure draft revisions.

**As the administrator for the New Jersey Clean Energy Program, we support Program Protocols (the State's TRM) through our ongoing engagement with the EM&V Working Group, who's charter is to develop and maintain the TRM.**

In addition, TRC's experts have led updates to the Texas TRM, such as overhauling residential new homes program measures by redefining reference homes. We also championed the modification of a HVAC heat pump measure, working with the state evaluator to allow for a savings credit when a room level electric resistance system is replaced with a heat pump.

## Question 5. Call Center

### Call Center Capabilities and Experience

We provide call center services for 25 clients and field more than 38,000 calls annually. This volume has grown nearly 150% since 2020, demonstrating our ability to scale services. Our approach to customer service is to simplify processes, be available to support at every step, provide expertise, help navigate participation, and deliver on commitments and goals. Our success is due to our team's ability to:

- Offer highly responsive services that will adhere to agreed on KPIs.
- Handle inquiries on diverse topics from different audiences.
- Provide skilled teams that have the technical acumen needed to give accurate responses
- Train our teams on all programs and the appropriate processes and hand-offs to get participants to the right resources as quickly as possible.
- Thoroughly document processes, standards, and escalation pathways.
- Access project data quickly to provide status updates.
- Use of software (TouchPoint) to document and record all calls and provide reporting metrics.

**TRC has three existing offices in Louisiana. We will leverage two of those offices to direct all customer and trade ally inquiries to in-territory call centers in Baton Rouge (program headquarters) and Alexandria (program satellite office).**



## Key Call Center QA/QC Elements

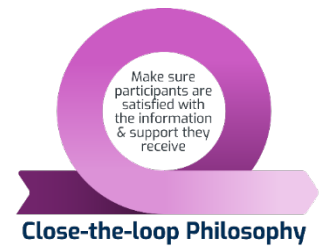
Prior to launching the call center, we will provide each representative with extensive training on the comprehensive portfolio of programs, the process for handling calls, how to enter all calls within our CRM, Captures, and key points of contact. Through this process, they will make and receive calls through our TouchPoint Interactive Voice Response system. We will also provide them with a detailed manual that documents all processes. We will develop and share program-specific training material with LPSC for review and approval before distributing it to our representatives. These materials will be updated and reviewed with our representatives as program measures, incentives, and rules are updated.

To ensure our representatives have a thorough understanding of the full program suite, we will require they complete regular training and take quizzes on the training topics covered. Additionally, we will ensure that they have access to all program implementation and marketing material and are familiar with program website navigation.

We will regularly monitor representative performance to ensure adherence to program procedures and operations center processes. By monitoring calls, Captures inputs, and audit schedules, our operations manager will have a complete view of each representatives' activities to determine where any additional training may be needed—whether it be for a specific process, tool, or offering.

## De-escalation Strategies

Through detailed training and de-escalation techniques, TRC minimizes customer, trade ally, or other stakeholder issues. We will apply a 0-complaint goal to LPSC's programs because we understand the impact negative program experiences can have on customer and trade ally participation. The potential impact is multiplied because these will be new programs in the Louisiana market. As such, we apply our *close-the-loop* philosophy to all inquiries and requests. In the unlikely event that an issue arises, we will immediately address and resolve it using processes decided on together with LPSC. Following these procedures, staff members can clearly identify who to consult when dealing with an escalated issue. We provide additional information in our response to *Question 2. Meditating Disputes and Resolving Conflicts*.



# E. COST PROPOSAL

## Question 1. Proposed Budget

We have provided our proposed not to exceed budget and rate schedule in Attachment B ([Appendix 4](#)). Levels of services and metrics for each cost category are provided in the table below.

FUNCTION	LEVEL OF SERVICE
<b>Program Design &amp; Mgmt</b>	Develop and administer comprehensive portfolio-level designs and transparent administration services to deliver cost-effective programs that maximize incentive levels, align with Commissioner priorities, and meet Phase II rules.
<b>Financial Management</b>	Detailed budget allocations by program, District, utility, and customer class; and tracking budget allocations weekly. Detailed, accurate expenditure tracking and monthly invoicing to LPSC for administrative costs and jurisdictional utilities for incentive and trade ally payments.
<b>Information Systems</b>	Costs to collaborate with LPSC, the EEWG, and utilities to develop a custom-configured system. Includes IT experts and services to identify system requirements, and test and launch the systems. All licensing costs

	for TRC, LPSC, and your evaluator and auditor. Detailed project tracking database, trade ally portal and training center, and website development and hosting fees. Includes a senior IT project manager.
<b>Tracking &amp; reporting</b>	Collaborating with LPSC and meeting Phase II rules for detailed reporting on all required metrics and using the data to continuously improve offerings and services. Provide ad hoc, custom, and annual reporting. Includes a data analyst and software configuration analyst.
<b>Utility Coordination, EEWG</b>	Develop a coordination and collaboration plan, establish the EEWG and hold the first meeting by July 1, 2025, facilitate EEWG meetings and subgroup meetings, lead program stakeholder monthly meetings. Includes a dedicated liaison for regular utility coordination and EEWG management
<b>Marketing</b>	Detailed market assessment updated annually. Detailed marketing plan with clear success metrics. Statewide brand creation, collateral development, and website content/e-commerce strategy development. Strategies spanning general awareness channels to targeted, persona-driven approaches. Includes a marketing advisor, marketing manager, and a coordinator, as well as three stakeholder liaisons.
<b>Training &amp; Trade Ally Coordination</b>	Identify, recruit, train, and engage a robust trade ally network, including Quick Start trade allies. Identify service gaps, and work with trade and industry organizations to fill those gaps. Develop a comprehensive trade ally curriculum, provide orientation, an annual kick-off meeting, an annual trade ally forum/awards ceremony, as well as nurturing communications, webinars, and newsletters and establishing a Trade Ally Advisory Council.
<b>Measure Management</b>	Program design advisory services from our national experts, TRC's ModelMaster tool to develop and revise a Phase II-compliant program design. Coordinate with LPSC consultants and support TRM development.
<b>Call Center</b>	Setting up two call centers within our existing offices in Baton Rouge and Alexandria. TouchPoint IVR software and statistic tracking. Representative training (initial and ongoing)
<b>Contract Management</b>	Comply with all Phase II rules and executed contract terms and conditions. Ensure alignment of scope with TRC's delivery. Establish communication protocols and regular reporting. Adhere to budget.

## Question 2. "At Risk" Fees and Performance Requirements

TRC accepts LPSC's 10% at risk fee. As discussed in the RFP, 7% of the *at-risk* fee will be contingent on achieving kWh and ccf savings goals and 3% will be based on achieving customer satisfaction objectives.

ACHIEVING SAVINGS		CUSTOMER SATISFACTION	
<b>50% of Goal Achieved</b>	3% of at-risk fee earned	<b>Customer Surveys (&gt;80% satisfied)</b>	1% of at-risk fee earned
<b>75% of Goal Achieved</b>	5% of at-risk fee earned	<b>Call Centric Metrics Attained</b>	1% of at-risk fee earned
<b>100% of Goal Achieved</b>	7% of at-risk fee earned	<b>Customer portal accessibility of &gt;95%</b>	1% of at-risk fee earned

## Question 3. Addressing Uncertainties

While strategic planning is a critical function for a Program Administrator, programs fail without strong tactical abilities, including the understanding and means to quickly pivot. We kept this principle in mind while developing our staffing budget. We structured positions to be multi-functional so that we can adjust our team's focus based on immediate needs. We also included time for advisors from across the country to mentor the local team and guide them when facing market barriers and other unforeseen challenges. Additionally, because the Quick Start programs focused on *low-hanging fruit* and had limited customer reach, our staffing plan emphasizes trade ally work force development to rapidly increase the number of participating trade allies. We will do this while building up the network on a qualitative basis so that there will be qualified trade allies to carry out the work on more advanced measures.

## Question 4. Sample Contract and Preferred Terms

We provide a sample contract of TRC's preferred terms in [Appendix 5](#). We look forward to working with LPSC to develop mutually agreeable terms for this scope of work.

# **APPENDIX ITEMS**

# **APPENDIX 1**

## **PRELIMINARY COST- EFFECTIVENESS EVALUATION**





# APPENDIX 2

## AUDITED FINANCIAL STATEMENTS





































































































































































































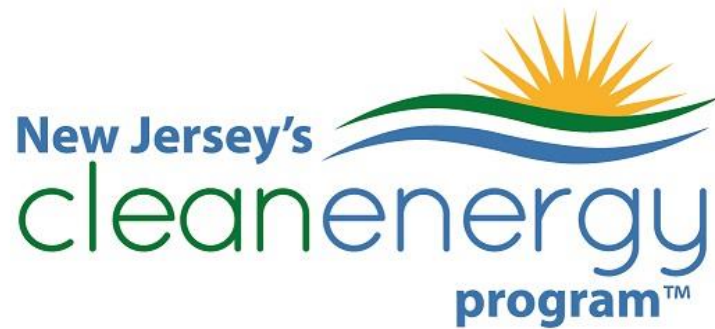






# APPENDIX 3

## EXAMPLE REPORTS



**New Jersey's Clean Energy Program Report**  
Submitted to the  
**New Jersey Board of Public Utilities**

**3QFY24 Final Report**

**Reporting Period:**  
**July 1, 2023 through March 31, 2024**

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## I. Executive Summary

This document reports the results of New Jersey’s Clean Energy Program (“NJCEP”), administered by the New Jersey Board of Public Utilities’ (the “Board” or “NJBPU”) Division of Clean Energy (“DCE”). Included are financial, tracking metric, energy saving/generation, and emission reduction data for the statewide energy efficiency and renewable energy programs. This report captures the progress of the clean energy programs in place during the period from July 1, 2023 through March 31, 2024, also referred to as 3QFY24.

In its role as NJCEP Program Administrator, TRC Energy Services (“TRC”), a division of TRC Environmental Corp., and members of its team manage the majority of the NJCEP programs and report on the activities of the DCE, NJ Economic Development Authority (“EDA”), and seven of New Jersey’s investor-owned electric and natural gas utilities as related to their involvement in the operation of the Comfort Partners low-income program.

Section III of this report includes detailed worksheets showing:

1. Expenditures compared to budgets for each program
2. Expenditures broken down by the following specific expense categories:
  - a. Administration and Program Development
  - b. Sales, Call Centers, Marketing, and Website
  - c. Training
  - d. Rebates, Grants, and Other Direct Incentives
  - e. Rebate Processing, Inspections, and Other Quality Control
  - f. Evaluation and Related Research
3. Metric tracking results from implementation of any given program
4. Annual electric and gas energy savings compared to annual goals
5. Annual and lifetime:
  - a. Electric and natural gas energy savings and demand reductions
  - b. CHP and fuel cell electric capacity and generation
  - c. Renewable energy capacity and generation
6. Annual and lifetime emissions reductions for Carbon Dioxide (CO<sub>2</sub>), Nitric Oxide (NO<sub>x</sub>), Sulfur Dioxide (SO<sub>2</sub>), and Mercury (Hg)

The tables presented below summarize the program results reported in more detail in Section III.

**Summary of Expenses vs. Budgets**

Table 1 (below) includes program budgets, actual spending, and commitments for the energy efficiency programs, renewable energy programs, distributed energy resources (“DER”) programs, EDA programs, and the DCE program administration costs. Committed expenditures in Tables 1–5 represent firm commitments that existed as of March 31, 2024 for incentives that will be paid upon project completion, which for certain programs, such as Pay-for-Performance and Residential New Construction, could be up to two years after the commitment is made. Committed expenses are paid out of the budget in the year the project is completed.

Note: Data presented in the following tables may not add up precisely to totals provided due to rounding. The overall budget included in the following tables represent the budget in place as of March 31, 2024.

*Table 1: Budgets and Expenditures*

<b>Summary of Budget and Expenditures</b>				
<b>Statewide: 3QFY24 (07/01/2023 - 03/31/2024)</b>				
	<b>Budget</b>	<b>Actual</b>	<b>Expenses Committed</b>	<b>Total</b>
Energy Efficiency (EE)	\$296,222,053.00	\$63,395,539.29	\$133,544,430.63	\$196,939,969.92
Distributed Energy Resources	\$20,180,161.00	\$2,784,720.05	\$8,521,646.24	\$11,306,366.29
Renewable Energy Programs	\$23,895,254.00	\$5,137,737.81	\$17,581,021.83	\$22,718,759.64
EDA Programs	\$37,912,044.00	\$3,545,923.45	\$34,348,892.55	\$37,894,816.00
Planning & Administration	\$68,093,398.00	\$18,166,995.20	\$44,250,909.82	\$62,417,905.02
BPU Initiatives	\$142,605,931.00	\$37,092,334.24	\$88,382,896.76	\$125,475,231.00
<b>Total</b>	<b>\$588,908,841.00</b>	<b>\$130,123,250.04</b>	<b>\$326,629,797.83</b>	<b>\$456,753,047.87</b>

Table 2 (below) includes program budgets and YTD spending and outstanding commitments for the energy efficiency programs.

**Table 2: Energy Efficiency Program Budgets and YTD Expenses**

Summary of Energy Efficiency Program Budgets and YTD Expenditures Statewide: 3QFY24 (07/01/2023 - 03/31/2024)				
Program	Budget	Expenses Actual	Expenses Committed	Total
<b>NEW CONSTRUCTION PROGRAMS</b>				
C&I New Construction Program	\$17,126,488.00	\$3,057,809.15	\$11,714,614.49	\$14,772,423.64
Residential New Construction Program	\$20,140,883.80	\$6,359,384.84	\$9,296,126.88	\$15,655,511.72
New Construction Program	\$23,304,239.20	\$2,644,732.49	\$0.00	\$2,644,732.49
<b>Sub-Total: Residential Programs</b>	<b>\$60,571,611.00</b>	<b>\$12,061,926.48</b>	<b>\$21,010,741.37</b>	<b>\$33,072,667.85</b>
<b>RESIDENTIAL LOW INCOME</b>				
Comfort Partners	\$56,978,000.00	\$34,195,345.00	\$13,844,701.35	\$48,040,046.35
<b>Sub-Total: Residential Low Income</b>	<b>\$56,978,000.00</b>	<b>\$34,195,345.00</b>	<b>\$13,844,701.35</b>	<b>\$48,040,046.35</b>
<b>C&amp;I Energy Efficiency Programs</b>				
C&I Buildings	\$76,288,155.00	\$13,490,913.39	\$32,250,927.82	\$45,741,841.21
C&I Retrofit	\$5,270,473.00	\$1,633,679.31	\$703,994.39	\$2,337,673.70
Pay-for-Performance	\$31,657,702.00	\$4,616,180.37	\$21,725,518.10	\$26,341,698.47
Custom C&I Pilot	\$356,040.00	\$285,317.12	\$4,312.50	\$289,629.62
Large Energy Users Program	\$39,003,940.00	\$6,955,736.59	\$9,817,102.83	\$16,772,839.42
Local Government Energy Audit	\$5,362,042.00	\$2,428,343.52	\$2,359,335.62	\$4,787,679.14
Direct Install	\$1,567,654.00	\$72,167.37	\$0.00	\$72,167.37
<b>Sub-Total: C&amp;I Programs</b>	<b>\$83,217,851.00</b>	<b>\$15,991,424.28</b>	<b>\$34,610,263.44</b>	<b>\$50,601,687.72</b>
<b>Energy Efficiency Transition</b>	<b>\$14,588,263.00</b>	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$500.00</b>
<b>State Facilities Initiative</b>	<b>\$61,597,550.00</b>	<b>\$1,146,343.53</b>	<b>\$60,451,206.47</b>	<b>\$61,597,550.00</b>
<b>Acoustical Testing Pilot</b>	<b>\$3,281,880.00</b>	<b>\$0.00</b>	<b>\$1,127,518.00</b>	<b>\$1,127,518.00</b>
<b>LED Streetlights Replacement</b>	<b>\$15,986,898.00</b>	<b>\$0.00</b>	<b>\$2,500,000.00</b>	<b>\$2,500,000.00</b>
<b>TOTAL Energy Efficiency Programs</b>	<b>\$296,222,053.00</b>	<b>\$63,395,539.29</b>	<b>\$133,544,430.63</b>	<b>\$196,939,969.92</b>

Please note that the management of the following programs transitioned to the State’s electric and natural gas utilities on July 1, 2021: Existing Homes, Energy Efficient Products, portions of C&I Buildings, and Direct Install. The Existing Homes and Energy Efficient Products Programs were closed out in FY23. In FY24, NJCEP continued to process applications for the C&I Buildings and Direct Install programs which were received by June 30, 2022 and new applications for equipment purchased on or before June 30, 2021.

Table 3 (below) includes program budgets, and YTD spending and outstanding commitments for the DER programs.

**Table 3: Distributed Energy Resources Budget and YTD Expenses**

Summary of Distributed Energy Resources Program Budgets and YTD Expenditures Statewide: 3QFY24 (07/01/2023 - 03/31/2024)				
Program	Budget	Actual	Expenses Committed	Total
<b>DISTRIBUTED ENERGY RESOURCES</b>				
CHP-Fuel Cell: Large and Small	\$14,492,661.00	\$2,599,267.01	\$5,774,146.24	\$8,373,413.25
Fuel Cell	\$3,500,000.00	\$185,453.04	\$1,060,000.00	\$1,245,453.04
Microgrids	\$2,187,500.00	\$0.00	\$1,687,500.00	\$1,687,500.00
<b>TOTAL CHP-Fuel Cell Programs</b>	<b>\$20,180,161.00</b>	<b>\$2,784,720.05</b>	<b>\$8,521,646.24</b>	<b>\$11,306,366.29</b>

Table 4 (below) includes program budgets and YTD spending and outstanding commitments for the renewable energy programs.

**Table 4: Renewable Energy Program Budgets and YTD Expenses**

Summary of Renewable Program Budgets and YTD Expenditures Statewide: 3QFY24 (07/01/2023 - 03/31/2024)				
Program	Budget	Actual	Expenses Committed	Total
<b>RENEWABLE PROGRAMS</b>				
Offshore Wind	\$20,406,584.00	\$2,825,562.17	\$17,581,021.83	\$20,406,584.00
Solar Registration	\$3,488,670.00	\$2,312,175.64	\$0.00	\$2,312,175.64
<b>TOTAL Renewable Energy Programs</b>	<b>\$23,895,254.00</b>	<b>\$5,137,737.81</b>	<b>\$17,581,021.83</b>	<b>\$22,718,759.64</b>

Table 5 (below) includes program budgets and YTD spending for the EDA programs.

**Table 5: EDA Program Budgets and YTD Expenses**

Summary of EDA Program Budgets and YTD Expenditures Statewide: 3QFY24 (07/01/2023 - 03/31/2024)				
Program	Budget	Actual	Expenses Committed	Total
<b>EDA PROGRAMS</b>				
Edison Innovation Clean Energy Manufacturing Fund (CEMF)	\$17,228.00	\$0.00	\$0.00	\$0.00
NJ Wind	\$25,400,942.00	\$3,545,923.45	\$21,855,018.55	\$25,400,942.00
R&D Energy Tech Hub	\$12,493,874.00	\$0.00	\$12,493,874.00	\$12,493,874.00
<b>TOTAL EDA Programs</b>	<b>\$37,912,044.00</b>	<b>\$3,545,923.45</b>	<b>\$34,348,892.55</b>	<b>\$37,894,816.00</b>

The Division of Clean Energy strives to minimize administration costs, thereby maximizing the percentage of funding spent on direct incentives for the installation of energy efficiency and renewable energy measures.

Table 6 (below) compares the DCE’s expenditures with its approved budget for program administration.

**Table 6: NJCEP Planning and Administration Budgets and YTD Expenses**

Summary of NJCEP Planning & Administration Statewide: 3QFY24 (07/01/2023 - 03/31/2024)				
Program	Budget	Actual	Expenses Committed	Total
<b>Program Administration</b>				
BPU Program Administration	\$5,585,000.00	\$3,610,339.83	\$0.00	\$3,610,339.83
<b>Sub-Total: BPU Program Administration</b>	<b>\$5,585,000.00</b>	<b>\$3,610,339.83</b>	<b>\$0.00</b>	<b>\$3,610,339.83</b>
<b>MARKETING</b>				
Marketing Contract	\$12,262,234.00	\$1,839,296.34	\$10,422,937.66	\$12,262,234.00
<b>Sub-Total: Marketing</b>	<b>\$12,262,234.00</b>	<b>\$1,839,296.34</b>	<b>\$10,422,937.66</b>	<b>\$12,262,234.00</b>
<b>CEP Website</b>				
CEP Website	\$1,500,000.00	\$0.00	\$1,500,000.00	\$1,500,000.00
<b>Sub-Total: CEP Website</b>	<b>\$1,500,000.00</b>	<b>\$0.00</b>	<b>\$1,500,000.00</b>	<b>\$1,500,000.00</b>
<b>Program Evaluation/Analysis</b>				
Program Evaluation/Analysis	\$42,354,552.00	\$9,403,231.89	\$30,270,628.11	\$39,673,860.00
<b>Sub-Total: Program Evaluation/Analysis</b>	<b>\$42,354,552.00</b>	<b>\$9,403,231.89</b>	<b>\$30,270,628.11</b>	<b>\$39,673,860.00</b>
<b>OUTREACH AND EDUCATION</b>				
Sustainable Jersey	\$889,000.00	\$270,993.93	\$618,006.07	\$889,000.00
NJIT Learning Center	\$1,155,632.00	\$197,140.67	\$958,491.33	\$1,155,632.00
Conference	\$405,257.00	\$0.00	\$405,257.00	\$405,257.00
Outreach, Website, Other	\$3,775,000.00	\$2,754,859.19	\$0.00	\$2,754,859.19
<b>Sub-Total: Outreach and Education</b>	<b>\$6,224,889.00</b>	<b>\$3,222,993.79</b>	<b>\$1,981,754.40</b>	<b>\$5,204,748.19</b>
<b>MEMBERSHIPS</b>				
Memberships	\$166,723.00	\$91,133.35	\$75,589.65	\$166,723.00
<b>Sub-Total: Memberships</b>	<b>\$166,723.00</b>	<b>\$91,133.35</b>	<b>\$75,589.65</b>	<b>\$166,723.00</b>
<b>TOTAL NJCEP Administration</b>	<b>\$68,093,398.00</b>	<b>\$18,166,995.20</b>	<b>\$44,250,909.82</b>	<b>\$62,417,905.02</b>

Table 7 (below) includes the budget and YTD spending for the BPU Initiative programs.

**Table 7: BPU Initiatives Budgets and YTD Expenses**

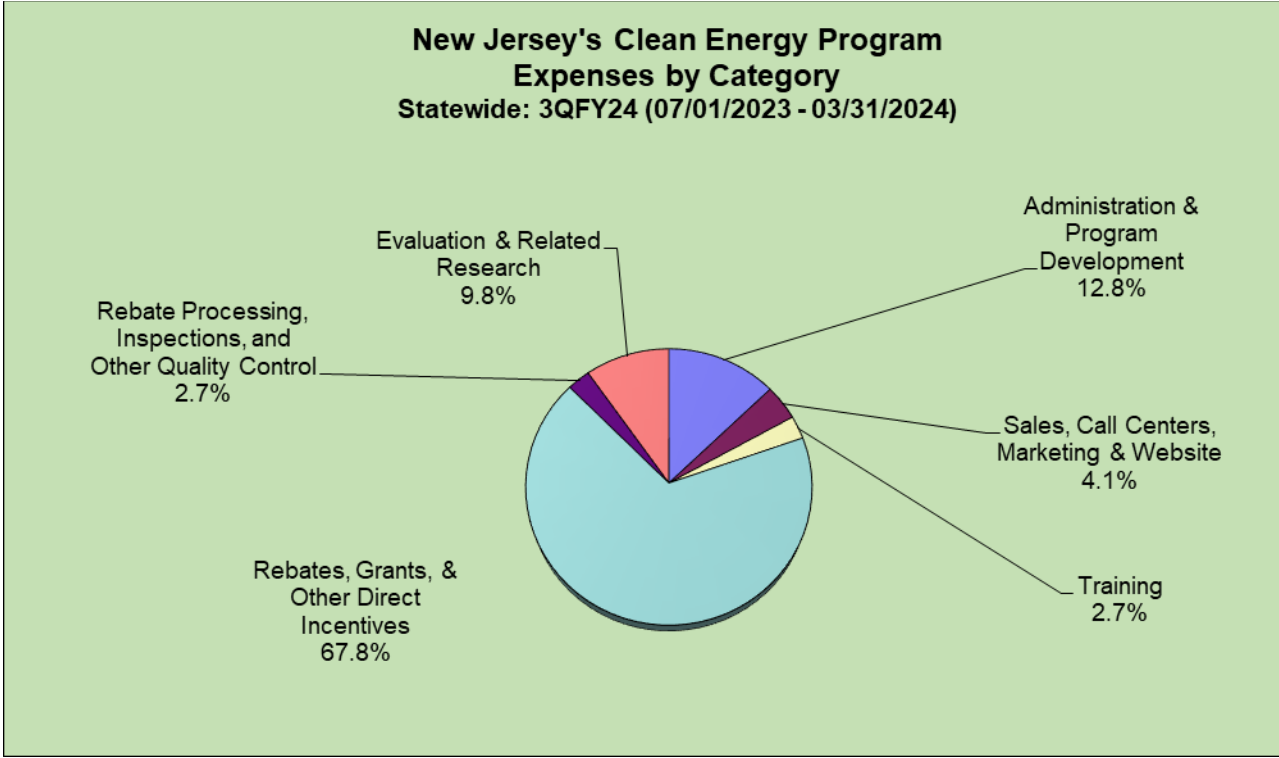
Summary of BPU Initiatives Statewide: 3QFY24 (07/01/2023 - 03/31/2024)				
Program	Budget	Actual	Expenses Committed	Total
<b>BPU INITIATIVES</b>				
<b>Community Energy Grants</b>	<b>\$5,574,034.00</b>	<b>\$9,766.25</b>	<b>\$489,267.75</b>	<b>\$499,034.00</b>
<b>Storage</b>	<b>\$24,000,000.00</b>	<b>\$77,779.81</b>	<b>\$23,922,220.19</b>	<b>\$24,000,000.00</b>
<b>Heat Island Pilot</b>	<b>\$2,500,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Electric Vehicles</b>				
CUNJ Residential Charger Incentive	\$4,500,000.00	\$732,250.00	\$3,767,750.00	\$4,500,000.00
CUNJ Administrative Fund	\$3,000,000.00	\$1,598,418.18	\$1,401,581.82	\$3,000,000.00
Plug In EV Incentive Fund	\$31,700,000.00	\$34,144,300.00	\$0.00	\$34,144,300.00
EV Studies and Administrative Support	\$3,000,000.00	\$0.00	\$3,000,000.00	\$3,000,000.00
State Vehicle Fleet	\$6,000,000.00	\$0.00	\$6,000,000.00	\$6,000,000.00
Local Clean Fleet	\$6,000,000.00	\$99,000.00	\$5,901,000.00	\$6,000,000.00
Multi-Unit Dwellings (Chargers)	\$15,000,000.00	\$249,500.00	\$9,750,500.00	\$10,000,000.00
EV Tourism	\$8,000,000.00	\$181,320.00	\$7,818,680.00	\$8,000,000.00
E-Mobility Pilot Programs	\$7,000,000.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total: Electric Vehicles</b>	<b>\$84,200,000.00</b>	<b>\$37,004,788.18</b>	<b>\$37,639,511.82</b>	<b>\$74,644,300.00</b>
<b>Energy Bill Assistance</b>	<b>\$21,831,897.00</b>	<b>\$0.00</b>	<b>\$21,831,897.00</b>	<b>\$21,831,897.00</b>
<b>Workforce Development</b>	<b>\$4,500,000.00</b>	<b>\$0.00</b>	<b>\$4,500,000.00</b>	<b>\$4,500,000.00</b>
<b>TOTAL BPU Initiatives</b>	<b>\$142,605,931.00</b>	<b>\$37,092,334.24</b>	<b>\$88,382,896.76</b>	<b>\$125,475,231.00</b>



Note: The previous commitments made in FY22 and FY23 will be accounted for in the FY24 True-Up.

Table 8 (below) includes the Expenditures by Expense Category.

*Table 8: Expenditures by Expense Category*



As shown in Table 8 (above), 67.8% of 3QFY24 program expenditures were for rebates, grants, and other incentives. This includes rebates and other direct incentives paid to participating customers, along with the cost of any measures installed in customer homes, and any payments made pursuant to any NJCEP grant.

## **Summary of Energy Savings/Energy Capacity & Generation**

The worksheets provided in Section III include detailed energy savings data, CHP-Fuel Cell generation data, and renewable energy generation data by program. The annual and lifetime savings/generation data are for measures installed from July 1, 2023 through March 31, 2024. Savings include reductions in electric energy and natural gas usage, as well as reductions in electric peak demand requirements. CHP-Fuel Cell and renewable energy generation include both electric generation and capacity.

Annual savings/generation is equal to the annual savings/generation of any measure installed from July 1, 2023 through March 31, 2024. The lifetime savings/generation is the expected savings/generation over the expected life of these measures. Measure lives range from 15 years for certain lighting, such as LEDs, to 25 years for renewable energy systems and new home measures.

Table 9 (below) summarizes annual and lifetime energy savings, CHP-Fuel Cell generation, and renewable energy generation from measures installed from July 1, 2023 through March 31, 2024.

*Table 9: Energy Savings/Energy Capacity and Generation*

<b>Summary of Energy Savings/Energy Capacity and Generation Statewide: 3QFY24 (07/01/2023 - 03/31/2024)</b>			
	<u>Actual</u>	<u>Committed</u>	<u>Total</u>
<b><u>Demand</u></b>			
kW Reduced			
Energy Efficiency	19,727	10,027	29,754
CHP - Fuel Cell	0	1,252	1,252
kW Installed (Capacity)			
Renewable Energy	282,869	NA	282,869
CHP-Fuel Cell	35	4,577	4,612
<b><u>Annual</u></b>			
MWh Saved			
Energy Efficiency	74,338	86,243	160,581
CHP-Fuel Cell	0	0	0
MMBtu Saved			
Energy Efficiency	248,033	178,634	426,666
CHP-Fuel Cell	1,088	23,270	24,358
MWh Generated			
Renewable Energy	339,443	NA	339,443
CHP-Fuel Cell	255	28,713	28,969
<b><u>Lifetime</u></b>			
Energy Efficiency	1,199,333	1,343,510	2,542,843
CHP-Fuel Cell	0	0	0
MMBtu Saved			
Energy Efficiency	4,506,620	1,383,900	5,890,520
CHP-Fuel Cell	16,317	349,047	365,364
MWh Generated			
Renewable Energy	8,486,081	NA	8,486,081
CHP-Fuel Cell	3,832	478,575	482,407

## Summary of Annual Emissions Reductions

Reducing electric and natural gas usage and generating electricity using renewable sources of electricity reduces the greenhouse gases that would have been emitted if the saved electricity or natural gas was otherwise used or if the electricity was generated on the electric grid. CHP-Fuel Cell projects also reduce greenhouse gas emissions, since they tend to use cleaner technologies that produce fewer emissions than if the electricity was generated by the grid.

Table 10 (below) summarizes the emission reductions that result from the installation of program measures.

*Table 10: Annual Emissions Reductions*

<b>Summary of Annual Emissions Reductions Statewide: 3QFY24 (07/01/2023 - 03/31/2024)</b>	
	<b>All Programs</b>
<u>CO2 (Metric Tons)</u>	
Energy Efficiency	167,381
CHP-Fuel Cell	65
Renewable Energy	199,346
	<u>366,791</u>
<u>NOX (Metric Tons)</u>	
Energy Efficiency	125.34
CHP-Fuel Cell	0.14
Renewable Energy	128.06
Total	<u>253.54</u>
<u>SO2 (Metric Tons)</u>	
Energy Efficiency	22.64
CHP-Fuel Cell	0.08
Renewable Energy	103.38
Total	<u>126.10</u>
<u>Hg (Grams)</u>	
Energy Efficiency	81.77
CHP - Fuel Cell	0.00
Renewable Energy	373.39
Total	<u>455.16</u>

Additional information can be found at [www.njcleanenergy.com](http://www.njcleanenergy.com).

## II. Introduction

This document reports the results of the NJCEP for 3QFY24. With its 2001 Comprehensive Resource Analysis (“CRA”) Order, the Board required the implementation of new energy efficiency programs to replace existing demand side management (“DSM”) programs and the development of programs to foster new clean energy resources, such as those provided by renewable energy sources. Starting in 2007 and through 2015, the programs were managed by the DCE, primarily through contracts with Honeywell Utility Solutions (“Honeywell”) and TRC. Starting in 2016, the programs were managed by the DCE through the NJCEP Program Administrator contract awarded to TRC and members of its implementation team.

Included in this report are financial, tracking metric, energy savings, and emissions reduction data for the energy efficiency and renewable energy programs managed by the TRC team, as well as New Jersey’s seven investor-owned electric and natural gas utilities, which continue to manage the Comfort Partners low-income program, i.e., Atlantic City Electric Company (“ACE”), Jersey Central Power & Light Co. (“JCP&L”), New Jersey Natural Gas Co. (“NJNG”), Elizabethtown Gas Co. (“E-Town”), Public Service Electric & Gas Co. (“PSE&G”), Rockland Electric Company (“RECO”) and South Jersey Gas Co. (“SJG”)<sup>1</sup>, by the NJ Economic Development Authority, and by the DCE.

This report presents program results for the period from July 1, 2023 through March 31, 2024, also referred to as 3QFY24. The data worksheets included in Section III have been formatted to reflect the Board’s actions in adding, deleting, or modifying the lineup of programs offered through that time. Program financial results for the period are measured against those budgets.

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<sup>1</sup> Comfort Partners is included as part of the NJCEP and therefore, included in this report. All other utility managed programs report results separately to the BPU.

The Board approved the following FY24 Clean Energy Programs:

As noted above, management of the following programs transitioned to the State’s electric and natural gas utilities on July 1, 2021: Existing Homes, Energy Efficient Products, portions of C&I Buildings, and Direct Install. The Existing Homes and Energy Efficient Products Programs were closed out in FY23. In FY24, NJCEP continued to process applications for the C&I Buildings and Direct Install programs which were received by June 30, 2022 and new applications for equipment purchased on or before June 30, 2021.

**NEW CONSTRUCTION PROGRAMS**

Commercial & Industrial New Construction  
Residential New Construction  
New Construction Program

**RESIDENTIAL LOW-INCOME PROGRAM**

Comfort Partners

**COMMERCIAL & INDUSTRIAL (“C&I”) ENERGY EFFICIENCY PROGRAMS**

Commercial & Industrial Buildings  
Local Government Energy Audit  
Direct Install

**ENERGY EFFICIENCY TRANSITION**

Energy Efficiency Transition

**STATE FACILITIES INITIATIVE**

State Facilities Initiative

**ACOUSTICAL TESTING PILOT**

Acoustical Testing Pilot

**LED STREETLIGHTS REPLACEMENT**

LED Streetlights Replacement

**DISTRIBUTED ENERGY RESOURCES**

Combined Heat and Power  
Fuel Cell  
Microgrids

**RENEWABLE ENERGY PROGRAMS**

Offshore Wind  
Solar Registration

**EDA PROGRAMS**

Edison Innovation Clean Energy Manufacturing Fund (“CEMF”)  
NJ Wind  
R&D Energy Tech Hub

**PLANNING & ADMINISTRATION**

BPU Program Administration (includes staff salaries)  
Marketing Contract  
CEP Website  
Program Evaluation/Analysis  
Outreach & Education  
Memberships

**BPU INITIATIVES**

Community Energy Plan Grants  
Storage  
Heat Island Pilot  
Electric Vehicles  
Energy Bill Assistance  
Workforce Development

The following are detailed reporting data worksheets that support the expense and metric tracking results.

### III. 3QFY24 Reporting Data Worksheets

The following tables provide cumulative information regarding various aspects of New Jersey's Clean Energy Program for the third Quarter of FY24, i.e., from July 1, 2023 through March 31, 2024. This data has been compiled by the NJCEP's current Program Administrator, TRC, using the NJCEP's Information Management System ("IMS"), a custom data tracking application administered and maintained by TRC.

Reported data includes: (1) expenses by cost category, (2) electric savings, generation, and gas and other fuel savings compared to goals, (3) electric savings, generation, and gas and other fuel saving quantities, (4) calculated emissions reductions, and (5) metrics. All data is associated with NJCEP activity during the reporting period.

New Jersey's Clean Energy Program Detailed Expense Data for Reporting Year Statewide Summary - New Jersey's Clean Energy Program Reporting Period: 07/01/2023 thru 03/31/2024							
Program	Total Actual NJCEP Expenditures	Administration & Program Development	Sales, Call Centers, Marketing and Website	Training	Rebates, Grants, and Other Direct Incentives	Rebate Processing, Inspections, and Other Quality Control	Evaluation and Related Research
Energy Efficiency Programs	\$63,395,539.29	\$9,580,134.22	\$802,442.12	\$628,097.00	\$50,235,302.82	\$2,149,563.13	\$0.00
Distributed Energy Resources	\$2,784,720.05	\$653,079.47	\$76,931.13	\$0.00	\$1,997,000.00	\$57,709.45	\$0.00
Renewable Energy Programs	\$5,137,737.81	\$963,757.22	\$76,931.13	\$16,000.00	\$0.00	\$1,280,487.29	\$2,800,562.17
EDA Programs	\$3,545,923.45	\$127,005.00	\$0.00	\$2,856,640.27	\$0.00	\$0.00	\$562,278.18
Planning and Administration	\$18,166,995.20	\$3,762,553.58	\$4,441,941.78	\$0.00	\$559,267.95	\$0.00	\$9,403,231.89
BPU Initiatives	\$37,092,334.24	\$1,598,418.18	\$0.00	\$0.00	\$35,493,916.06	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$130,123,250.04</b>	<b>\$16,684,947.67</b>	<b>\$5,398,246.16</b>	<b>\$3,500,737.27</b>	<b>\$88,285,486.83</b>	<b>\$3,487,759.87</b>	<b>\$12,766,072.24</b>
<b>Percent of Total</b>	<b>100.00%</b>	<b>12.82%</b>	<b>4.15%</b>	<b>2.69%</b>	<b>67.85%</b>	<b>2.68%</b>	<b>9.81%</b>

Statewide Summary - Energy Efficiency Programs Reporting Period: 07/01/2023 thru 03/31/2024							
Program	Total Actual NJCEP Expenditures	Administration & Program Development	Sales, Call Centers, Marketing and Website	Training	Rebates, Grants, and Other Direct Incentives	Rebate Processing, Inspections, and Other Quality Control	Evaluation and Related Research
<b>New Construction Programs</b>							
C&I NCP	\$3,057,809.15	\$0.00	\$0.00	\$0.00	\$2,990,109.43	\$67,699.72	\$0.00
Residential New Construction	\$6,359,384.84	\$0.00	\$0.00	\$0.00	\$5,985,180.50	\$374,204.34	\$0.00
New Construction Program	\$2,644,732.49	\$2,567,801.31	\$76,931.18	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total: New Construction Programs</b>	<b>\$12,061,926.48</b>	<b>\$2,567,801.31</b>	<b>\$76,931.18</b>	<b>\$0.00</b>	<b>\$8,975,289.93</b>	<b>\$441,904.06</b>	<b>\$0.00</b>
<b>Residential Low Income</b>							
Comfort Partners	\$34,195,345.00	\$3,372,857.97	\$571,648.76	\$628,097.00	\$28,369,808.69	\$1,252,932.58	\$0.00
<b>Sub-Total: Residential Low Income</b>	<b>\$34,195,345.00</b>	<b>\$3,372,857.97</b>	<b>\$571,648.76</b>	<b>\$628,097.00</b>	<b>\$28,369,808.69</b>	<b>\$1,252,932.58</b>	<b>\$0.00</b>
<b>C &amp; I Energy Efficiency Programs</b>							
<b>C&amp;I Buildings</b>	<b>\$13,490,913.39</b>	<b>\$2,725,459.85</b>	<b>\$76,931.09</b>	<b>\$0.00</b>	<b>\$10,537,727.52</b>	<b>\$150,794.93</b>	<b>\$0.00</b>
C&I Retrofit	\$1,633,679.31	\$1,076,923.98	\$0.00	\$0.00	\$554,535.23	\$2,220.10	\$0.00
Pay-for-Performance	\$4,616,180.37	\$745,690.68	\$0.00	\$0.00	\$3,761,641.19	\$108,848.50	\$0.00
Custom C&I Pilot	\$285,317.12	\$381.93	\$0.00	\$0.00	\$282,882.42	\$2,052.77	\$0.00
Large Energy Users Program	\$6,955,736.59	\$902,463.26	\$76,931.09	\$0.00	\$5,938,668.68	\$37,673.56	\$0.00
Local Government Energy Audit	\$2,428,343.52	\$841,847.72	\$76,931.09	\$0.00	\$1,205,633.15	\$303,931.56	\$0.00
Direct Install	\$72,167.37	\$72,167.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total: C &amp; I Energy Efficiency Programs</b>	<b>\$15,991,424.28</b>	<b>\$3,639,474.94</b>	<b>\$153,862.18</b>	<b>\$0.00</b>	<b>\$11,743,360.67</b>	<b>\$454,726.49</b>	<b>\$0.00</b>
<b>Energy Efficiency Transition</b>							
Energy Efficiency Transition	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00
<b>Sub-Total: Energy Efficiency Transition</b>	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>State Facilities Initiative</b>							
State Facilities Initiative	\$1,146,343.53	\$0.00	\$0.00	\$0.00	\$1,146,343.53	\$0.00	\$0.00
<b>Sub-Total: State Facilities Initiative</b>	<b>\$1,146,343.53</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,146,343.53</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Acoustical Testing Pilot</b>							
Acoustical Testing Pilot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total: Acoustical Testing Pilot</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>LED Streetlights Replacement</b>							
LED Streetlights Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total: LED Streetlights Replacement</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$63,395,539.29</b>	<b>\$9,580,134.22</b>	<b>\$802,442.12</b>	<b>\$628,097.00</b>	<b>\$50,235,302.82</b>	<b>\$2,149,563.13</b>	<b>\$0.00</b>
<b>Percent of Total</b>	<b>100.00%</b>	<b>15.11%</b>	<b>1.27%</b>	<b>0.99%</b>	<b>79.24%</b>	<b>3.39%</b>	<b>0.00%</b>

Statewide Summary - Distributed Energy Resources Reporting Period: 07/01/2023 thru 03/31/2024		Total Actual NJCEP Expenditures	Administration & Program Development	Sales, Call Centers, Marketing and Website	Training	Rebates, Grants, and Other Direct Incentives	Rebate Processing, Inspections, and Other Quality Control	Evaluation and Related Research
Program								
<b>Distributed Energy Resources</b>								
CHP		\$2,599,267.01	\$653,079.47	\$76,931.13	\$0.00	\$1,817,000.00	\$52,256.41	\$0.00
Fuel Cell		\$185,453.04	\$0.00	\$0.00	\$0.00	\$180,000.00	\$5,453.04	\$0.00
Microgrids		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$2,784,720.05</b>	<b>\$653,079.47</b>	<b>\$76,931.13</b>	<b>\$0.00</b>	<b>\$1,997,000.00</b>	<b>\$57,709.45</b>	<b>\$0.00</b>
<b>Percent of Total</b>		<b>100.00%</b>	<b>23.45%</b>	<b>2.76%</b>	<b>0.00%</b>	<b>71.71%</b>	<b>2.07%</b>	<b>0.00%</b>

Statewide Summary - Renewable Energy Programs Reporting Period: 07/01/2023 thru 03/31/2024		Total Actual NJCEP Expenditures	Administration & Program Development	Sales, Call Centers, Marketing and Website	Training	Rebates, Grants, and Other Direct Incentives	Rebate Processing, Inspections, and Other Quality Control	Evaluation and Related Research
Program								
<b>Renewable Energy Programs</b>								
Offshore Wind		\$2,825,562.17	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,800,562.17
Solar Registration		\$2,312,175.64	\$938,757.22	\$76,931.13	\$16,000.00	\$0.00	\$1,280,487.29	\$0.00
<b>TOTAL</b>		<b>\$5,137,737.81</b>	<b>\$963,757.22</b>	<b>\$76,931.13</b>	<b>\$16,000.00</b>	<b>\$0.00</b>	<b>\$1,280,487.29</b>	<b>\$2,800,562.17</b>
<b>Percent of Total</b>		<b>100.00%</b>	<b>18.76%</b>	<b>1.50%</b>	<b>0.31%</b>	<b>0.00%</b>	<b>24.92%</b>	<b>54.51%</b>

Statewide Summary - EDA Programs Reporting Period: 07/01/2023 thru 03/31/2024		Total Actual NJCEP Expenditures	Administration & Program Development	Sales, Call Centers, Marketing and Website	Training	Rebates, Grants, and Other Direct Incentives	Rebate Processing, Inspections, and Other Quality Control	Evaluation and Related Research
Program								
<b>EDA Programs</b>								
Clean Energy Manufacturing Fund (CEMF)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NJ Wind		\$3,545,923.45	\$127,005.00	\$0.00	\$2,856,640.27	\$0.00	\$0.00	\$562,278.18
R&D Energy Tech Hub		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$3,545,923.45</b>	<b>\$127,005.00</b>	<b>\$0.00</b>	<b>\$2,856,640.27</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$562,278.18</b>
<b>Percent of Total</b>		<b>100.00%</b>	<b>3.58%</b>	<b>0.00%</b>	<b>80.56%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>15.86%</b>

Statewide Summary - Planning and Administration Reporting Period: 07/01/2023 thru 03/31/2024		Total Actual NJCEP Expenditures	Administration & Program Development	Sales, Call Centers, Marketing and Website	Training	Rebates, Grants, and Other Direct Incentives	Rebate Processing, Inspections, and Other Quality Control	Evaluation and Related Research
Program								
<b>BPU Program Administration</b>								
BPU Program Administration		\$3,610,339.83	\$3,610,339.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total: BPU Program Administration</b>		<b>\$3,610,339.83</b>	<b>\$3,610,339.83</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Marketing</b>								
Marketing Contract		\$1,839,296.34	\$152,213.75	\$1,687,082.59	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total: Marketing</b>		<b>\$1,839,296.34</b>	<b>\$152,213.75</b>	<b>\$1,687,082.59</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CEP Website</b>								
CEP Website		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total: CEP Website</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Program Evaluation/Analysis</b>								
Program Evaluation/Analysis		\$9,403,231.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,403,231.89
<b>Sub-Total: Program Evaluation/Analysis</b>		<b>\$9,403,231.89</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,403,231.89</b>
<b>Outreach and Education</b>								
Sustainable Jersey		\$270,993.93	\$0.00	\$0.00	\$0.00	\$270,993.93	\$0.00	\$0.00
NJIT Learning Center		\$197,140.67	\$0.00	\$0.00	\$0.00	\$197,140.67	\$0.00	\$0.00
Conference		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Outreach, Website, Other		\$2,754,859.19	\$0.00	\$2,754,859.19	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total: Outreach and Education</b>		<b>\$3,222,993.79</b>	<b>\$0.00</b>	<b>\$2,754,859.19</b>	<b>\$0.00</b>	<b>\$468,134.60</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Memberships</b>								
Memberships		\$91,133.35	\$0.00	\$0.00	\$0.00	\$91,133.35	\$0.00	\$0.00
<b>Sub-Total: Memberships</b>		<b>\$91,133.35</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$91,133.35</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL</b>		<b>\$18,166,995.20</b>	<b>\$3,762,553.58</b>	<b>\$4,441,941.78</b>	<b>\$0.00</b>	<b>\$559,267.95</b>	<b>\$0.00</b>	<b>\$9,403,231.89</b>
<b>Percent of Total</b>		<b>100.00%</b>	<b>20.71%</b>	<b>24.45%</b>	<b>0.00%</b>	<b>3.08%</b>	<b>0.00%</b>	<b>51.76%</b>



Statewide Summary - BPU Initiatives Reporting Period: 07/01/2023 thru 03/31/2024		Total Actual NJCEP Expenditures	Administration & Program Development	Sales, Call Centers, Marketing and Website	Training	Rebates, Grants, and Other Direct Incentives	Rebate Processing, Inspections, and Other Quality Control	Evaluation and Related Research
Program								
<b>Community Energy Plan Grants</b>								
Community Energy Plan Grants		\$9,766.25	\$0.00	\$0.00	\$0.00	\$9,766.25	\$0.00	\$0.00
<b>Sub-Total: Community Energy Plan Grants</b>		<b>\$9,766.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,766.25</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Energy Storage</b>								
Energy Storage		\$77,779.81	\$0.00	\$0.00	\$0.00	\$77,779.81	\$0.00	\$0.00
<b>Sub-Total: Energy Storage</b>		<b>\$77,779.81</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$77,779.81</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Heat Island Pilot</b>								
Heat Island Pilot		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total: Heat Island Pilot</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Electric Vehicle Programs</b>								
CUNJ Residential Charger Incentive		\$732,250.00	\$0.00	\$0.00	\$0.00	\$732,250.00	\$0.00	\$0.00
CUNJ Administrative Fund		\$1,598,418.18	\$1,598,418.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Plug In EV Incentive Fund		\$34,144,300.00	\$0.00	\$0.00	\$0.00	\$34,144,300.00	\$0.00	\$0.00
EV Studies, Pilots and Administrative Support		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
State Vehicle Fleet		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Clean Fleet		\$99,000.00	\$0.00	\$0.00	\$0.00	\$99,000.00	\$0.00	\$0.00
Multi-Unit Dwellings (Chargers)		\$249,500.00	\$0.00	\$0.00	\$0.00	\$249,500.00	\$0.00	\$0.00
EV Tourism		\$181,320.00	\$0.00	\$0.00	\$0.00	\$181,320.00	\$0.00	\$0.00
E-Mobility Pilot Programs		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total: Electric Vehicle Programs</b>		<b>\$37,004,788.18</b>	<b>\$1,598,418.18</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$35,406,370.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Energy Bill Assistance</b>								
Energy Bill Assistance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total: Energy Bill Assistance</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Workforce Development</b>								
Workforce Development		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total: Workforce Development</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL</b>		<b>\$37,092,334.24</b>	<b>\$1,598,418.18</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$35,493,916.06</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Percent of Total</b>		<b>100.00%</b>	<b>4.31%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>95.69%</b>	<b>0.00%</b>	<b>0.00%</b>

# Electric Energy Savings vs. Annual Goals

New Jersey's Clean Energy Program Electric Savings vs. Goals Reporting Period: 07/01/2023 thru 03/31/2024	Peak Demand Savings			Annual Energy Savings			Lifetime Energy Savings		
	Annual Goal	Actual YTD	Actual YTD as % of Goal	Annual Goal	Actual YTD	Actual YTD as % of Goal	Annual Goal	Actual YTD	Actual YTD as % of Goal
	kW	kW	%	MWh	MWh	%	MWh	MWh	%
<b>Energy Efficiency Programs</b>									
<b>New Construction Programs</b>									
C&I NCP	0	1,647	0%	5,404	13,935	258%	89,634	211,961	236%
Residential New Construction	1,203	921	77%	4,691	4,596	98%	93,814	91,927	98%
<b>Sub-Total: New Construction Programs</b>	<b>1,203</b>	<b>2,568</b>	<b>213%</b>	<b>10,094</b>	<b>18,531</b>	<b>184%</b>	<b>183,448</b>	<b>303,888</b>	<b>166%</b>
<b>C &amp; I Energy Efficiency Programs</b>									
C&I Buildings	10,156	3,159	31%	45,358	30,459	67%	755,175	508,265	67%
C&I Retrofit	532	194	36%	3,630	1,656	46%	57,100	25,119	44%
Pay-for-Performance	7,180	592	8%	18,555	10,998	59%	292,788	164,252	56%
Custom C&I Pilot	5	92	1925%	105	412	392%	1,650	5,965	362%
Large Energy Users Program	2,439	2,281	94%	23,069	17,394	75%	403,637	312,929	78%
Direct Install	63	0	0%	276	0	0%	4,133	0	0%
<b>Sub-Total: C &amp; I Energy Efficiency Programs</b>	<b>10,219</b>	<b>3,159</b>	<b>31%</b>	<b>45,635</b>	<b>30,459</b>	<b>67%</b>	<b>759,308</b>	<b>508,265</b>	<b>67%</b>
<b>Sub-Total: Energy Efficiency Programs</b>	<b>11,422</b>	<b>5,727</b>	<b>50%</b>	<b>55,729</b>	<b>48,990</b>	<b>88%</b>	<b>942,756</b>	<b>812,153</b>	<b>86%</b>
<b>Distributed Energy Resources</b>									
CHP	16,562	0	0%	122,519	0	0%	2,143,730	0	0%
<b>Sub-Total: Distributed Energy Resources</b>	<b>16,562</b>	<b>0</b>	<b>0%</b>	<b>122,519</b>	<b>0</b>	<b>0%</b>	<b>2,143,730</b>	<b>0</b>	<b>0%</b>
<b>TOTAL</b>	<b>27,984</b>	<b>5,727</b>	<b>20%</b>	<b>178,248</b>	<b>48,990</b>	<b>27%</b>	<b>3,086,487</b>	<b>812,153</b>	<b>26%</b>

New Jersey's Clean Energy Program Gas & Other Fuel Savings vs. Goals Reporting Period: 07/01/2023 thru 03/31/2024	Annual Energy Savings			Lifetime Energy Savings		
	Annual Goal	Actual YTD	Actual YTD as % of Goal	Annual Goal	Actual YTD	Actual YTD as % of Goal
	MMBtu	MMBtu	%	MMBtu	MMBtu	%
<b>Energy Efficiency Programs</b>						
<b>New Construction Programs</b>						
C&I NCP	15,388	-230	-1%	256,786	36,920	14%
Residential New Construction	75,580	48,527	64%	1,511,588	970,537	64%
<b>Sub-Total: New Construction Programs</b>	<b>90,968</b>	<b>48,297</b>	<b>53%</b>	<b>1,768,373</b>	<b>1,007,458</b>	<b>57%</b>
<b>C &amp; I Energy Efficiency Programs</b>						
C&I Buildings	146,034	71,380	49%	2,872,686	1,292,405	45%
C&I Retrofit	831	770	93%	15,350	6,159	40%
Pay-for-Performance	71,885	51,960	72%	1,574,283	1,007,889	64%
Custom C&I Pilot	0	8,391	0%	0	119,662	0%
Large Energy Users Program	73,319	10,259	14%	1,283,053	158,695	12%
Direct Install	1,138	0	0%	19,505	0	0%
<b>Sub-Total: C &amp; I Energy Efficiency Programs</b>	<b>147,172</b>	<b>71,380</b>	<b>49%</b>	<b>2,892,191</b>	<b>1,292,405</b>	<b>45%</b>
<b>Sub-Total: Energy Efficiency Programs</b>	<b>238,140</b>	<b>119,677</b>	<b>50%</b>	<b>4,660,565</b>	<b>2,299,862</b>	<b>49%</b>
<b>Distributed Energy Resources</b>						
CHP	227,023	1,088	0%	3,972,835	16,317	0%
<b>Sub-Total: Distributed Energy Resources</b>	<b>227,023</b>	<b>1,088</b>	<b>0%</b>	<b>3,972,835</b>	<b>16,317</b>	<b>0%</b>
<b>TOTAL</b>	<b>465,163</b>	<b>120,765</b>	<b>26%</b>	<b>8,633,399</b>	<b>2,316,179</b>	<b>27%</b>

# Electric Energy Savings

New Jersey's Clean Energy Program Electric Savings Reporting Period: 07/01/2023 thru 03/31/2024	Peak Demand Savings			Annual Energy Savings			Lifetime Energy Savings		
	Installed	Committed	Installed and Committed	Installed	Committed	Installed and Committed	Installed	Committed	Installed and Committed
Program	kW	kW	kW	MWh	MWh	MWh	MWh	MWh	MWh
<b>Energy Efficiency Programs</b>									
<b>New Construction Programs</b>									
C&I NCP	1,647	-616	1,031	13,935	30,010	43,944	211,961	454,267	666,229
Residential New Construction	921	0	921	4,596	0	4,596	91,927	0	91,927
<b>Sub-Total: New Construction Programs</b>	<b>2,568</b>	<b>-616</b>	<b>1,953</b>	<b>18,531</b>	<b>30,010</b>	<b>48,541</b>	<b>303,888</b>	<b>454,267</b>	<b>758,155</b>
<b>Residential Low Income</b>									
Comfort Partners	14,000	0	14,000	25,348	0	25,348	387,180	0	387,180
<b>Sub-Total: Residential Low Income</b>	<b>14,000</b>	<b>0</b>	<b>14,000</b>	<b>25,348</b>	<b>0</b>	<b>25,348</b>	<b>387,180</b>	<b>0</b>	<b>387,180</b>
<b>C &amp; I Energy Efficiency Programs</b>									
C&I Buildings	3,159	10,643	13,802	30,459	56,233	86,692	508,265	889,242	1,397,507
C&I Retrofit	194	1,094	1,288	1,656	8,793	10,449	25,119	134,608	159,727
Pay-for-Performance	592	7,979	8,572	10,998	30,117	41,114	164,252	471,419	635,671
Custom C&I Pilot	92	0	92	412	0	412	5,965	0	5,965
Large Energy Users Program	2,281	1,569	3,850	17,394	17,323	34,717	312,929	283,215	596,144
Direct Install	0	0	0	0	0	0	0	0	0
<b>Sub-Total: C &amp; I Energy Efficiency Programs</b>	<b>3,159</b>	<b>10,643</b>	<b>13,802</b>	<b>30,459</b>	<b>56,233</b>	<b>86,692</b>	<b>508,265</b>	<b>889,242</b>	<b>1,397,507</b>
<b>Energy Efficiency Transition</b>									
Energy Efficiency Transition	0	0	0	0	0	0	0	0	0
<b>Sub-Total: Energy Efficiency Transition</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>State Facilities Initiative</b>									
State Facilities Initiative	0	0	0	0	0	0	0	0	0
<b>Sub-Total: State Facilities Initiative</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Sub-Total: Energy Efficiency Programs</b>	<b>19,727</b>	<b>10,027</b>	<b>29,754</b>	<b>74,338</b>	<b>86,243</b>	<b>160,581</b>	<b>1,199,333</b>	<b>1,343,510</b>	<b>2,542,843</b>
<b>Distributed Energy Resources</b>									
CHP	0	1,252	1,252	0	0	0	0	0	0
Fuel Cell	0	0	0	0	0	0	0	0	0
<b>Sub-Total: Distributed Energy Resources</b>	<b>0</b>	<b>1,252</b>	<b>1,252</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	<b>19,727</b>	<b>11,279</b>	<b>31,006</b>	<b>74,338</b>	<b>86,243</b>	<b>160,581</b>	<b>1,199,333</b>	<b>1,343,510</b>	<b>2,542,843</b>

## Gas and Other Fuel Savings

New Jersey's Clean Energy Program Gas & Other Fuel Savings Reporting Period: 07/01/2023 thru 03/31/2024	Annual Energy Savings			Lifetime Energy Savings		
	Installed	Committed	Installed and Committed	Installed	Committed	Installed and Committed
	MMBtu	MMBtu	MMBtu	MMBtu	MMBtu	MMBtu
<b>Energy Efficiency Programs</b>						
<b>New Construction Programs</b>						
C&I NCP	-230	28,521	28,291	36,920	475,663	512,583
Residential New Construction	48,527	0	48,527	970,537	0	970,537
<b>Sub-Total: New Construction Programs</b>	<b>48,297</b>	<b>28,521</b>	<b>76,818</b>	<b>1,007,458</b>	<b>475,663</b>	<b>1,483,121</b>
<b>Residential Low Income</b>						
Comfort Partners	128,355	0	128,355	2,206,758	0	2,206,758
<b>Sub-Total: Residential Low Income</b>	<b>128,355</b>	<b>0</b>	<b>128,355</b>	<b>2,206,758</b>	<b>0</b>	<b>2,206,758</b>
<b>C &amp; I Energy Efficiency Programs</b>						
C&I Buildings	71,380	150,113	221,493	1,292,405	908,237	2,200,641
C&I Retrofit	770	0	770	6,159	0	6,159
Pay-for-Performance	51,960	36,010	87,970	1,007,889	517,123	1,525,012
Custom C&I Pilot	8,391	0	8,391	119,662	0	119,662
Large Energy Users Program	10,259	114,102	124,361	158,695	391,113	549,808
Direct Install	0	0	0	0	0	0
<b>Sub-Total: C &amp; I Energy Efficiency Programs</b>	<b>71,380</b>	<b>150,113</b>	<b>221,493</b>	<b>1,292,405</b>	<b>908,237</b>	<b>2,200,641</b>
<b>Energy Efficiency Transition</b>						
Energy Efficiency Transition	0	0	0	0	0	0
<b>Sub-Total: Energy Efficiency Transition</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>State Facilities Initiative</b>						
State Facilities Initiative	0	0	0	0	0	0
<b>Sub-Total: State Facilities Initiative</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Sub-Total: Energy Efficiency Programs</b>	<b>248,033</b>	<b>178,634</b>	<b>426,666</b>	<b>4,506,620</b>	<b>1,383,900</b>	<b>5,890,520</b>
<b>Distributed Energy Resources</b>						
CHP	1,088	23,269	24,357	16,317	349,032	365,349
Fuel Cell	0	1	1	0	15	15
<b>Sub-Total: Distributed Energy Resources</b>	<b>1,088</b>	<b>23,270</b>	<b>24,358</b>	<b>16,317</b>	<b>349,047</b>	<b>365,364</b>
<b>TOTAL</b>	<b>249,120</b>	<b>201,903</b>	<b>451,024</b>	<b>4,522,937</b>	<b>1,732,947</b>	<b>6,255,884</b>

# Electric Generation

New Jersey's Clean Energy Program Electric Generation Reporting Period: 07/01/2023 thru 03/31/2024	Capacity			Annual Generation			Lifetime Generation		
	Installed	Committed	Installed and Committed	Installed	Committed	Installed and Committed	Installed	Committed	Installed and Committed
Program	kW	kW	kW	MWh	MWh	MWh	MWh	MWh	MWh
<b>Distributed Energy Resources</b>									
CHP	35	3,627	3,662	255	20,391	20,647	3,832	353,745	357,577
Fuel Cell	0	950	950	0	8,322	8,322	0	124,830	124,830
Sub-Total: Distributed Energy Resources	35	4,577	4,612	255	28,713	28,969	3,832	478,575	482,407
<b>Renewable Energy Programs</b>									
Solar Registration	282,869	0	282,869	339,443	0	339,443	8,486,081	0	8,486,081
Sub-Total: Renewable Energy Programs	282,869	0	282,869	339,443	0	339,443	8,486,081	0	8,486,081
<b>TOTAL</b>	<b>282,904</b>	<b>4,577</b>	<b>287,481</b>	<b>339,699</b>	<b>28,713</b>	<b>368,412</b>	<b>8,489,913</b>	<b>478,575</b>	<b>8,968,488</b>

# Emissions Reductions

New Jersey's Clean Energy Program Emissions Reductions Reporting Period: 07/01/2023 thru 03/31/2024	Annual Emissions Reductions				Lifetime Emissions Reductions			
	CO <sub>2</sub>	NO <sub>x</sub>	SO <sub>2</sub>	Hg	CO <sub>2</sub>	NO <sub>x</sub>	SO <sub>2</sub>	Hg
	metric tons	metric tons	metric tons	grams	metric tons	metric tons	metric tons	grams
<b>Energy Efficiency Programs</b>								
<b>New Construction Programs</b>								
C&I NCP	8,171	5.25	4.24	15.33	126,443	81.51	64.55	233.16
Residential New Construction	5,280	3.76	1.40	5.06	105,601	75.27	28.00	101.12
Sub-Total: New Construction Programs	13,451	9.01	5.64	20.39	232,044	157	92.55	334.28
<b>Residential Low Income</b>								
Comfort Partners	132,246	101.85	7.72	27.88	344,740	238.36	117.91	425.90
Sub-Total: Residential Low Income	132,246	101.85	7.72	27.88	344,740	238	117.91	425.90
<b>C &amp; I Energy Efficiency Programs</b>								
C&I Buildings	21,684	14.48	9.28	33.50	367,223	245.80	154.79	559.09
C&I Retrofit	1,013	0.66	0.50	1.82	15,079	9.73	7.65	27.63
Pay-for-Performance	9,222	6.32	3.35	12.10	150,062	104.12	50.02	180.68
Custom C&I Pilot	688	0.51	0.13	0.45	9,867	7.25	1.82	6.56
Large Energy Users Program	10,761	6.99	5.30	19.13	192,214	124.70	95.30	344.22
Direct Install	0	0.00	0.00	0.00	0	0.00	0.00	0.00
Sub-Total: C & I Energy Efficiency Programs	21,684	14.48	9.28	33.50	367,223	246	154.79	559.09
<b>Energy Efficiency Transition</b>								
Energy Efficiency Transition	0	0.00	0.00	0.00	0	0.00	0.00	0.00
Sub-Total: Energy Efficiency Transition	0	0.00	0.00	0.00	0	0	0.00	0.00
<b>State Facilities Initiative</b>								
State Facilities Initiative	0	0.00	0.00	0.00	0	0.00	0.00	0.00
Sub-Total: State Facilities Initiative	0	0.00	0.00	0.00	0	0	0.00	0.00
Sub-Total: Energy Efficiency Programs	167,381	125.34	22.64	81.77	944,006	640.94	365.25	1,319.27
<b>Distributed Energy Resources</b>								
CHP	65	0.14	0.08	0.00	972	2.04	1.17	0.00
Fuel Cell	0	0.00	0.00	0.00	0	0.00	0.00	0.00
Sub-Total: Distributed Energy Resources	65	0.14	0.08	0.00	972	2.04	1.17	0.00
<b>Renewable Energy Programs</b>								
Solar Registration	199345.7526	128.0626739	103.3758934	373.3875552	4983643.815	3201.566847	2584.397335	9334.68888
Sub-Total: Renewable Energy Programs	199,346	128.06	103.38	373.39	4,983,644	3,202	2,584.40	9,334.69
<b>TOTAL</b>	<b>366,791</b>	<b>253.54</b>	<b>126.10</b>	<b>455.16</b>	<b>5,928,621</b>	<b>3,845</b>	<b>2,950.82</b>	<b>10,653.96</b>

# Tracking Metrics

## New Jersey's Clean Energy Program

### Program Metrics

Reporting Period: 07/01/2023 thru 03/31/2024

Program-Tracking Metric	Units
<b>Residential Programs</b>	
EXISTING HOMES (Res HVAC - COOL Completions) Number of Central Air Conditioners and Heat Pumps Rebated	1
EXISTING HOMES (Res HVAC - WARM Completions) Number of Furnaces, Boilers and Hot Water Heaters Rebated	0
RESIDENTIAL NEW CONSTRUCTION (Enrollments) Number of Homes Enrolled with Commitments to Build to RNC Efficiency Standards	3,631
RESIDENTIAL NEW CONSTRUCTION (Completions) Number of Homes Completed per RNC Efficiency Standards	2,700
<b>Commercial &amp; Industrial Programs</b>	
C&I BUILDINGS: C&I Retrofit (Applications Approved) Number of Applications Approved	0
C&I BUILDINGS: C&I Retrofit (Applications Completed) Number of Applications Rebated	7
C&I BUILDINGS: C&I NC (Applications Approved) Number of Applications Approved	95
C&I BUILDINGS: C&I NC (Applications Completed) Number of Applications Rebated	38
C&I BUILDINGS: P4P NC (Approved Energy Reduction Plans) Number of projects receiving P4P-NC Incentive #1 - Energy Reduction Plan	7
C&I BUILDINGS: P4P NC (Installations Completed) Number of projects receiving P4P-NC Incentive #2 - Installation of Recommended Measures	3
C&I BUILDINGS: P4P NC (Benchmarking Reports Completed) Number of Projects Receiving P4P-NC Incentive #3 - Post Construction Benchmarking Report	2
C&I BUILDINGS: P4P EB (Approved Energy Reduction Plans) Number of projects receiving P4P Incentive #1 - Energy Reduction Plan	14
C&I BUILDINGS: P4P EB (Installations Completed) Number of projects receiving P4P Incentive #2 - Installation of Recommended Measures	18
C&I BUILDINGS: P4P EB (M&V Reports) Completed Number of projects receiving P4P Incentive #3 - Post Construction M&V Report	12
C&I BUILDINGS: LEUP (Approved Final Energy Efficiency Plans) Number of Final Energy Efficiency Plans approved	8
C&I BUILDINGS: LEUP (Applications Completed) Number of Applications Rebated	8
C&I BUILDINGS: CTEEP (Applications Approved) Number of applications approved	0
C&I BUILDINGS: CTEEP (Applications Completed) Number of applications rebated	9
Local Government Energy Audit - Audits Reviewed and Processed Number of audit applications reviewed and processed	557
Local Government Energy Audit - Audits Paid Number of Audit Applications Paid	318
Direct Install - Applications Completed Number of projects completed	0

<b>Residential Low Income</b>	
Comfort Partners Number of Homes Completed	4,008
<b>Distributed Energy Resources</b>	
CHP Approved Applications	5
CHP Completed Applications	2
Fuel Cells Approved Applications	0
Fuel Cells Completed Applications	3
<b>Solar Registration</b>	
TI Program Number of Applications Accepted	3
TI Program Number of Applications Issued Permission to Operate	99
ADI Program Number of Applications Accepted	16,294
ADI Program Number of Applications Issued Permission to Operate	14,019
CSI Program Number of Applications Accepted	0
CSI Program Number of Applications Issued Permission to Operate	0
CSEP Program Number of Applications Accepted	220
CSEP Program Number of Applications Issued Permission to Operate	3
<b>State Facilities Initiative</b>	
State Facilities Initiative Number of Applications Completed	0



## IV. Notes & Definitions

Notes	
1	For Utility Comfort Partners actual participation figures represent results reported by electric utilities only.

Definitions	
1	A <b>commitment</b> exists where the associated customer has received a letter of commitment or other signed agreement from the NJCEP and the project is slated for completion prior to an expiration date. Once completed and paid, a committed project is shifted from "Committed" to "Installed". Committed figures are adjusted to reflect any commitments that are cancelled.
2	<b>Committed Expenditures</b> are the amount of rebate commitments that exist as of the end of the reporting period. A committed expenditure may also be represented by a contractor who has completed the work but has yet to be paid.
3	<b>Administration and Program Development Expenditures</b> are direct labor and employee overhead costs incurred in developing and managing the New Jersey's Clean Energy Programs by the NJBPU's Division of Clean Energy, the utility program managers, the Economic Development Authority, or any other program manager, except those costs that are appropriately allocated to any of the other expense categories described below, plus the costs of facilities (including telephone, computers, supplies, etc.) and legal support services. For the NJCEP Market Managers, Administration and Program Development Expenditures are those costs identified in the market managers contracts as "Program Administration costs."
4	<b>Sales, Call Centers, Marketing and Website Expenditures</b> <b>- Sales and Call Center Expenditures</b> are expenses related to the enrollment of program participants and in working with trade allies. This category includes activities that close leads and those that involve direct interaction with customers, either in person or over the telephone. It also includes inbound and outbound telemarketing and call center activities. <b>- Marketing and Website Expenditures</b> are costs incurred for advertising, promotions, third-party or internal marketing, advertising agency activities and services, postage, and exhibits and trade shows. Marketing activities are those that generate leads and general program awareness and include the development and production of collateral materials such as brochures, direct mail materials, etc.
5	<b>Training Expenditures</b> are costs related to training including the planning and execution of training events, seminar materials, etc.
6	<b>Rebates, Grants and Other Direct Incentives</b> are rebates and other direct incentives paid to participating customers and any payments made pursuant to any Clean Energy Program grant.
7	<b>Rebate Processing, Inspections and Other Quality Control Expenditures</b> are costs incurred in processing and tracking rebate, grant and other program applications and payments, and in inspecting qualified projects to ensure compliance with program requirements and other quality control measures.
8	<b>Evaluation and Related Research Expenditures</b> are costs related to market research and program evaluation, including the collection and input of information, technical support, collaborative input, process support, and any required outside studies.
9	<b>Installed Savings</b> represents the savings accrued as a result of the initiation of a given program and the installation of recorded measures.
10	<b>Committed Savings</b> represents the savings that will accrue from commitments for program participation made in the reporting period, but scheduled for installation in future reporting periods.
11	<b>Annual Savings</b> means the yearly (12 months) savings that will result from a measure installed or committed to during the program year.
12	<b>Lifetime Savings</b> means the savings to be accrued over the expected life of a measure installed or committed to during the program year.
13	<b>DEP Emissions Reduction Factors</b> for electric programs are as follows: - CO <sub>2</sub> (Carbon Dioxide) emissions are reduced by 1,111.79 lbs per MWh saved - NO <sub>x</sub> (Nitric Oxide) emissions are reduced by 0.95 lbs. Per MWh saved - SO <sub>2</sub> (Sulfur Dioxide) emissions are reduced by 2.21 lbs per MWh saved - Hg (Mercury) emissions are reduced by 2.11 mg per MWh saved
14	<b>DEP Emissions Reduction Factors</b> for gas programs are as follows: - CO <sub>2</sub> (Carbon Dioxide) emissions are reduced by 11.7 lbs per Therm saved - NO <sub>x</sub> (Nitric Oxide) emissions are reduced by .0092 lbs per Therm saved

**Units of Measure for Tracking Metrics:****RESIDENTIAL ENERGY EFFICIENCY PROGRAMS****Residential HVAC**

- COOL Advantage Completed Applications = Number of central air conditioners and heat pumps rebated
- WARM Advantage Completed Applications = Number of furnaces, boilers, and hot water heaters rebated

**Residential New Construction**

- Enrollments = Number of homes enrolled with commitments to build to RNC efficiency standards
- Completions = Number of homes completed per RNC efficiency standards

**Energy Efficient Products**

- Clothes Washer Applications Completed = Number of clothes washers rebated
- Large Appliance Recycling Applications Completed = Number of recycled large appliances rebated
- Consumer Electronics Applications Completed = Number of set-top boxes, televisions, etc. distributed
- Refrigerator or Applications Completed = Number of refrigerators rebated

**Home Performance with ENERGY STAR**

- Tier 2 Enrollments = Number of homes approved to complete Tier 2 HPwES measures
- Tier 2 Completions = Number of homes that completed Tier 2 HPwES measures
- Tier 3 Enrollments = Number of homes approved to complete Tier 3 HPwES measures
- Tier 3 Completions = Number of homes that completed Tier 3 HPwES measures

**RESIDENTIAL LOW INCOME PROGRAMS****Comfort Partners**

- Homes Completed = Number of homes with electric measures installed (gas homes completed is a subset of electric homes completed)

**COMMERCIAL & INDUSTRIAL PROGRAMS****C&I New Construction**

- Applications Approved = Number of applications approved
- Applications Completed = Number of applications rebated

**C&I Retrofit**

- Applications Completed = Number of applications rebated

**Pay-for-Performance - New Construction**

- Proposed ERP Approval = Number of projects that have approved proposed ERPs
- As-Built Energy Reduction Plans Completed = Number of projects that have submitted As-Built ERPs
- Commissioning Reports Completed = Number of projects that have completed their commissioning report

**Pay-for-Performance - Retrofit**

- Approved Energy Reduction Plans = Number of projects that have approved ERPs
- Installations Completed = Number of projects that have completed installation of recommended measures
- M&V Reports Completed = Number of projects that have completed their measurement and verification report

**Local Government Energy Audit**

- Audits Reviewed and Processed = Number of audit applications reviewed and processed
- Audits Rebated = Number of audit applications rebated

**Direct Install**

- Applications Completed = Number of projects completed

**Large Energy Users Program**

- Approved FEEPs = Number of applications with approved Final Energy Efficiency Plans

**C&I CHP-FUEL CELL PROGRAMS****CHP-Fuel Cell: Large and Small**

- Approved Applications = Number of applications approved
- Completed Installations = Number of applications that have completed installation of the CHP measures

**RENEWABLE ENERGY PROGRAMS****SREC Registration Program**

- Applications Accepted = Number of applications approved
- Applications Completed = Number of applications assigned a NJ Certification Number

## Reporting Example 2

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]







# **APPENDIX 4**

## **ATTACHMENT B COST PROPOSAL**















# APPENDIX 5

## PREFERRED TERMS



## MASTER PROFESSIONAL SERVICES AGREEMENT for MULTIPLE TASK ORDERS

This Master Professional Services Agreement (“**Agreement**”) is made as of Month dd, 202y (“**Effective Date**”) by and between Client Name, a State type of entity having offices at address, (“**Client**”), and TRC Solutions, Inc., a California corporation having offices at 21 Griffin Road North, Windsor, CT 06095 (“**TRC**”). Sometimes herein Client and TRC are referred to individually as a “**Party**” and collectively as the “**Parties**.” As used herein, the term “**Affiliate**” means any direct or indirect, current or future, subsidiary of a Party, or any other entity which is controlled by a Party, or which controls a Party directly or through one or more intermediary. The term “**control**” as used in the prior sentence means possession, directly or indirectly, of at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or the power to direct or cause the direction of the management or policies of an entity, whether through ownership of securities, by contract, or otherwise.

Whereas, Client desires to contract with TRC from time to time to provide professional services on a nonexclusive basis; and

Whereas, TRC is willing to provide professional services to Client on a nonexclusive basis; and

Whereas, this Agreement does not obligate Client to order work from TRC, nor does it obligate TRC to accept orders from Client for work, but it governs all work requested by Client that is accepted by TRC under written task orders, and defines the rights, obligations, and liabilities of Client and TRC during the Term hereof with respect to matters covered herein.

Now Therefore, the Parties understand, acknowledge, and agree that this Agreement will establish the terms and conditions for certain Work (defined below) to be performed by TRC, as identified in each Task Order.

### CONSPICUOUS AND FAIR NOTICE

**EACH PARTY REPRESENTS TO THE OTHER THAT (1) IT HAS CONSULTED AN ATTORNEY CONCERNING THIS AGREEMENT OR, IF IT HAS NOT CONSULTED AN ATTORNEY, IT WAS PROVIDED THE OPPORTUNITY AND HAD THE ABILITY TO DO SO, BUT MADE AN INFORMED DECISION NOT TO DO SO, AND (2) IT FULLY UNDERSTANDS ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.**

### ARTICLE 1. WORK, AGREEMENT DOCUMENTS, AND PROJECT INFORMATION

- 1.1 Work, Deliverables, Materials. TRC will perform the consulting, engineering, and/or other professional services (the “**Work**”), provide the Deliverables (defined below in Section 12.1), and/or procure the materials and/or equipment (“**Materials**”), as set forth in detail in each Task Order.
- 1.2 Task Order Requests. No Work is authorized by this Agreement alone. Client may, from time to time, request TRC to perform services pursuant to this Agreement by issuing TRC a written task order (“**Task Order**”), setting forth at least the following information:
  - (a) The name of the project (“**Project**”);
  - (b) The location of the Project (“**Project Site**”);

- (c) The **Work** to be performed;
- (d) Any **Deliverables** to be submitted;
- (e) Any **Materials** to be procured;
- (f) The commencement date;
- (g) The time for completing the Work (“**Contract Time**”);
- (h) Any lump sum or not-to-exceed pricing applicable to the Work (“**Contract Price**”)
- (i) The name of Client’s representative;
- (j) The name of TRC’s representative;
- (k) Invoicing Instructions;
- (l) Acceptance criteria; and
- (m) Any other information or requirements applicable to such Work.

Written Task Orders will be substantially in the form of Exhibit A, attached hereto. TRC will only perform Work after Client issues, and TRC accepts, a Task Order.

1.3 Agreement Documents. Each Task Order issued under this Agreement shall function as a stand-alone contract. TRC will perform the Work for each Task Order in accordance with the terms, provisions, conditions, and specifications set forth in the following documents, all of which are incorporated into each Task Order by this reference, and which together form the Agreement Documents for each Task Order:

- (a) This Agreement and any fully executed amendments,
- (b) any purchase order or similar document issued by Client authorizing the Work (“**Client Authorization**”),
- (c) all fully executed Change Orders (defined below);
- (b) Exhibit B – Rates and Billing Terms;
- (c) Exhibit C – Standard Invoice Formats; and
- (d) Exhibit D – Remittance Instructions.

1.4 Interpretation. In the event of any conflict or inconsistency between or among any of the Agreement Documents, this Agreement shall take precedence followed by any Task Order, unless expressly stated otherwise herein or in a Task Order. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, the terms of such Change Order or amendment will take precedence over those of the Agreement. No other terms or conditions shall be applicable to the Work.

1.5 Defined Terms. Some capitalized terms used in the Agreement are defined in the Task Order. Any term defined in the Task Order will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in any exhibit. As used herein, the term “day” means “calendar day.”

1.6 Proposals. TRC will review the Task Order, prepare a cost estimate to complete the requested Work, provide an estimated schedule for performance, sign the Task Order, and return it for Client’s authorization.

1.7 Oral Task Order Requests. Client may also issue oral Task Orders, to which TRC will respond with a proposal substantially in the form of Exhibit A.

## ARTICLE 2. COMPENSATION

2.1 Compensation. Client shall pay the Contract Price set forth in the Task Order.

2.2 Invoicing. TRC will bill for its Work, and Client shall compensate TRC, as provided in the Task Order. TRC will submit monthly invoices for Work rendered and expenses incurred in the prior month.

- (a) Time and Expense or Time and Materials. Any Work performed on a time and expense or time and materials (“T&M”) basis will be invoiced in accordance with the Rates and Billing Terms set forth in Exhibit B, unless other rates are stated in the Task Order. Use of TRC-owned equipment will be billed in accordance with TRC’s standard fee schedule. TRC’s Work may include reimbursable expenses, including charges incurred for travel, transportation, temporary lodging, meals, telephone calls, fax, postage, courier service, photographic, photocopying, and other fees and costs reasonably incurred in connection with the Work. Unless otherwise stated, the Contract Price does not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.
  - (b) Lump Sum or Unit Prices. If Work is performed on a lump sum basis, TRC will invoice on the schedule provided for in each Task Order or, if no invoicing schedule is included in a Task Order, based on percentage of completion of Work or number of units completed, as applicable.
  - (c) Invoice Format. TRC’s invoices will follow the format shown in Exhibit C – invoices for Work performed on a T&M basis will follow the format in Exhibit C(1), and invoices for Work performed on a lump sum basis will follow the format in Exhibit C(2).
  - (c) Disputed Invoices. If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice, and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 2.3 Payment Terms. Except as provided in Section 2.2(c) above, Client must pay all invoices as set forth in the remittance instructions in Exhibit D no later than thirty (30) days after the date of the invoice.
- 2.4 Failure to Pay. Except as provided in Section 2.2(c) above, interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31<sup>st</sup> day after the date of an invoice. Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days’ written notice to Client, TRC may suspend performance of the Work and any Deliverables (defined below) until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys’ fees, other legal costs, court costs, and collection agency fees.
- 2.5 Records/Audit. TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC’s overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, efficiency in performing Work, or any trade secrets.

### ARTICLE 3. TERM, TIME FOR PERFORMANCE

- 3.1 Initial Term. This Agreement will commence on the Effective Date and will remain in effect for one (1) year (“**Initial Term**”).



- 3.2 Renewal Terms. At the end of the Initial Term, and at the end of each Renewal Term, this Agreement will automatically for an additional term of one (1) year (each a “**Renewal Term**”), subject to annual billing rate adjustments, until terminated by either Party.
- 3.3 Time for Performance. TRC will use commercially reasonable efforts to perform the Work within the Contract Time to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.
- 3.4 Completion. TRC’s Work under any Task Order will be considered complete at the earlier of: (i) the date when TRC’s Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC’s Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

#### ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

- 4.1 Work Added or Changed by Client. Client shall provide TRC with an equitable adjustment in compensation and time for performance for any Work added or changed by Client. Any changes or additions to the Work shall be set forth in a written document signed by both Parties (“**Change Order**”). TRC has no obligation to proceed with changed or additional work until the Parties execute a Change Order.
- 4.2 Force Majeure Events. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term “**Force Majeure Event**” means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place; or pandemic, epidemic, or governmental activity in response to such pandemic or epidemic that impacts a Party’s ability to perform. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email; (ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.3 Impacts to the Work. TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time, to the extent the Work is impacted by any additional or changed Work as a result of any actions or circumstances not the fault of TRC, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but

not limited to, failure to provide necessary access or Information (defined below); failure to provide necessary comments in connection with the development of any Deliverables (defined below); interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization; and encountering any unforeseen conditions.

- 4.4 Notice of Impacts to the Work. Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC's position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days' of TRC's submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.5 Delays by TRC. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures to recover the schedule at TRC's expense, to the extent the delays are caused by TRC's fault.
- 4.6 Litigation Services. At the request of Client, TRC will provide testimony and other evidence in any litigation, hearings, or proceedings to which Client is or becomes a party in connection with the Work performed under this Agreement, provided that, to the extent allowable by law, Client agrees to compensate TRC at its then-current rates for its time and expenses (as provided in Exhibit B hereto) in connection with such evidence or testimony. If TRC is compelled by legal process to provide testimony or produce documents or other evidence in connection with Work performed, TRC agrees to contact Client and cooperate with Client and Client's counsel, and Client agrees, to the extent allowable by law, to compensate TRC at its then-current rates for its time and expenses (as provided in Exhibit B hereto) in connection with any testimony or evidence production.

## ARTICLE 5. CLIENT'S RESPONSIBILITIES

- 5.1 Client Information. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("**Information**"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.
- 5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.
- 5.3 Subsurface Investigations. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location of such underground structures or utilities, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.
- 5.4 Communication. Client will designate an authorized representative who will be responsible for communications and consultation with TRC and who will have the authority to make decisions necessary for TRC to perform its Work.

## ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

- 6.1 Standard of Care. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time in which the Work is provided, and in a similar locality, under similar circumstances (“**Standard of Care**”).
- 6.2 Warranty for Materials. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship (“**Warranty**”).
- 6.3 Remedies. If TRC’s Work fails to meet the Standard of Care (“**Nonconforming Work**”), or if any Materials fail to meet the Warranty (“**Defective Materials**”), and if Client provides written notice to TRC of such failure no later than one (1) year after completion of the Work (“**Correction Period**”), at TRC’s option TRC will within a reasonable time after receipt of written notice: (a) re-perform the Non-conforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to TRC for such Non-conforming Work and/or Defective Materials. Client will provide TRC access to the Project Site so TRC can perform its obligations under this Section 6.3.
- 6.4 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS SECTION WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO TRC’S LIABILITY UNDER SECTION 9.2, CLIENT’S EXCLUSIVE REMEDIES AND TRC’S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK AND/OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK WILL BE THOSE STATED IN THIS ARTICLE 6.
- 6.5 Licenses. TRC will obtain in TRC’s name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.
- 6.6 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.
- 6.7 Employees. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.
- 6.8 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, notwithstanding anything to the contrary herein, consistent with the Standard of Care, TRC will visit the Project Site at intervals appropriate to the state of the contractor's operations, or as specifically provided in TRC’s Work, (1) to become generally familiar with and to keep Client informed about the progress and quality of the portion of the construction work completed, (2) to endeavor to guard Client against defects and deficiencies in the construction work, and (3) to determine in general if the construction work is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable contract documents, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction. TRC shall not have control of, nor be in charge of, nor shall be responsible for, the means, methods, techniques, sequences, procedures, construction, or safety precautions and programs in connection with any construction work, as these are solely the construction contractor’s rights and responsibilities. Furthermore, TRC shall not be responsible for the failure of Client, or any party under

contract with Client, including, but not limited to, any architect, engineer, consultant, contractor, or subcontractor, to carry out their respective responsibilities in accordance with their legal and contractual obligations.

- 6.9 Communication. TRC will designate an authorized representative who will be responsible for communications and consultation with Client and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.

## ARTICLE 7. CONFIDENTIALITY

- 7.1 Confidentiality Agreement. The Party receiving Confidential Information may include that Party's Representatives ("**Recipient**"). The term "**Representatives**" means a Party's Affiliates and each of their respective employees, agents, subcontractors, and advisors. Recipient is not permitted to reveal Confidential Information (defined in Section 7.2 below) to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information ("**Discloser**"). Notwithstanding the foregoing, Client acknowledges that TRC's review of Client's Confidential Information will inevitably enhance TRC's knowledge and understanding of Client's business in a way that cannot be separated from TRC's other knowledge, and Client agrees that this Agreement shall not restrict TRC in connection with the purchase, sale, or consideration of, or decisions related to, other investments.
- 7.2 Confidential Information. The term "**Confidential Information**" includes: (i) all non-public information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's or its Representatives' business affairs, employees, finances, client and supplier relationships, rates, pricing, means and methods of work, services, intellectual property, trade secrets, and other sensitive, marketing, or proprietary information, whether disclosed orally or in written, electronic, or other form or media. Notwithstanding the foregoing, however, Confidential Information shall not include the following: (i) information which at the time of disclosure is or becomes publicly available other than as a result of a disclosure by an act or omission of Recipient; (ii) information which is or becomes available to Recipient on a nonconfidential basis from a source (other than from Discloser) which is not prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Discloser; (iii) information which was already known to Recipient; or (iv) information which is independently developed by Recipient.
- 7.3 Legal Obligation to Disclose. If Recipient is required by applicable law, regulation, or legal process to disclose any of the Confidential Information, Recipient will notify Discloser promptly so Discloser may (i) seek a protective order or other appropriate remedy, (ii) take action to assure confidential handling of such information, and/or (iii) in its sole discretion, waive compliance with the terms of this Agreement. In the event such protective order or other remedy is not obtained, or Discloser waives compliance with the terms hereof, Recipient (i) may so disclose only that portion of the Confidential Information which it is legally required to disclose and shall, upon request, reasonably assist Discloser with Discloser's efforts to obtain reliable assurance that confidential treatment will be afforded such Confidential Information, and (ii) shall not be liable for such disclosure. Notwithstanding the foregoing, Client acknowledges that one or more of TRC's Affiliates is a registered investment adviser and that TRC may be subject to routine examinations, investigations, regulatory sweeps, or other regulatory inquiries by applicable regulatory and self-regulatory authorities. Client agrees that TRC may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at Client, TRC will notify Client (to the extent not prohibited by such authority or examiner or by applicable rule, regulation, or law) as promptly as practicable following such request.

- 7.4 Remedy. Each Party agrees the actual or threatened disclosure or use of any Confidential Information, other than as permitted under this Agreement, will cause irreparable harm to Discloser, and Discloser will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.
- 7.5 Communications with Third Parties. To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

## ARTICLE 8. INSURANCE

- 8.1 Required Insurance Coverage. TRC will obtain and maintain insurance of the types and amounts set forth herein. The insurance will be in effect before Work commences, and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:
- (a) Worker’s Compensation Insurance and Employer’s Liability Insurance as required by the law of the state in which the Project is located, but Employer’s Liability coverage will be in the amount of \$1,000,000 each accident;
  - (c) Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident;
  - (d) Commercial General Liability Insurance in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate; and,
  - (e) Professional Liability Insurance in the amount of \$1,000,000 each claim and \$2,000,000 annual aggregate.
- 8.2 Additional Insured. TRC shall provide additional insured coverage to Client under TRC’s auto and CGL policies coverage using ISO endorsement form CG 20 10 12 19.
- 8.3 Certificates of Insurance. Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty (30) days’ prior written notice to Client.

## ARTICLE 9. INDEMNITY

- 9.1 Definitions.
- (a) “**TRC Group**” means TRC and its subcontractors of all tiers, and each of their Affiliates, and all their officers, directors, and employees.
  - (b) “**Client Group**” means Client and its Affiliates, and all their officers, directors, and employees.
  - (c) “**Losses**” means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys’ fees, expert fees, and expenses and costs of litigation.
  - (d) “**Claims**” means all third party claims, lawsuits, demands, or actions.
- 9.2 TRC’S INDEMNITY OBLIGATIONS.

- (a) TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.
- (b) WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.
- 9.3 **CLIENT'S INDEMNITY OBLIGATIONS.** CLIENT WILL INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.
- 9.4 **RISK OF LOSS TO THE WORK.** ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT CLIENT BEARS ALL RISK OF LOSS OF OR DAMAGE TO THE WORK AND THE FACILITIES WHICH ARE THE SUBJECT OF THE WORK INCLUDING ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, AND CLIENT HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM ANY SUCH LOSS OR DAMAGE, HOWEVER SUCH LOSS OR DAMAGE SHALL OCCUR.
- 9.5 **CONDITIONS PRECEDENT.** EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT. AS AN ADDITIONAL CONDITION PRECEDENT, FOR ANY CLAIM OTHER THAN A CLAIM ARISING OUT OF TRC'S ALLEGED PROFESSIONAL NEGLIGENCE, THE INDEMNIFIED PARTY MUST ALLOW THE INDEMNIFYING PARTY TO REPRESENT THE INTERESTS OF EVERY INDEMNITEE IN DEFENDING AND SETTLING SUCH CLAIM. IN THE EVENT ANY INDEMNITEE FAILS OR REFUSES TO TENDER THE DEFENSE OF ANY SUCH CLAIM TO THE INDEMNIFYING PARTY, SUCH PARTY'S DEFENSE, HOLD HARMLESS, AND INDEMNITY OBLIGATIONS RELATED TO THAT CLAIM WILL BE NULL AND VOID.
- 9.6 **APPORTIONMENT OF ATTORNEYS' FEES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AFTER RESOLUTION OF A CLAIM UNDER ARTICLES 9 OR 10, OR ANY OTHER PROVISION HEREIN PROVIDING FOR ONE PARTY TO PROVIDE A DEFENSE, IF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY INDEMNITEE IS DETERMINED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR BY FINAL ADJUDICATION, TO HAVE BEEN A CONTRIBUTING CAUSE OF THE LOSSES RELATED TO SUCH CLAIM, THEN THE INDEMNIFIED PARTY MUST REIMBURSE THE DEFENDING PARTY FOR THE COSTS, ATTORNEYS' FEES, OTHER LEGAL EXPENSES, AND EXPERT FEES EXPENDED FOR DEFENSE IN THE SAME PROPORTION AS THE INDEMNITEES' PROPORTION OF NEGLIGENCE OR OTHER LEGAL FAULT.

## ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

- 10.1 Pre-existing Conditions. Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law (“**Hazardous Substances**”) at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, “**Non-TRC Hazardous Substances**”), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for the purposes of this Agreement and all Work performed hereunder.
- 10.2 Hazardous Substances Encountered During the Work; Disposition of Samples. If TRC encounters unexpected Hazardous Substances during performance of the Work, and if, in TRC’s sole and exclusive judgment, such Hazardous Substances impede the performance of the Work, the Parties shall proceed as provided above in Section 4.4, and TRC shall suspend performance of the Work until such Hazardous Substances are properly contained and/or removed. When containerization and labeling of Hazardous Substances is included in TRC’s original scope of Work or is added by Change Order, TRC will appropriately contain and label such materials; and leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the Project Site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC’s report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, or disposer of hazardous substances, or an arranger for disposal of hazardous substances, or a disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.
- 10.3 **TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC GROUP.
- 10.4 **CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO, ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.

## ARTICLE 11. ALLOCATION OF RISK

- 11.1 Client’s Separate Contractors. The Parties expressly acknowledge and agree that unless otherwise expressly provided for in a Task Order, during the performance of the Work TRC shall not (a) supervise, direct or control Client’s other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such

other contractors or subcontractors; (c) be responsible for job site safety or enforcement of federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.

- 11.2 Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other and each other's Affiliates, and under no circumstances shall either Party or its Affiliates be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Work), loss of financing, loss of business, and loss of reputation.
- 11.3 Limitation of Liability. To the fullest extent permitted by law, the total liability in the aggregate of TRC and its Affiliates, and each of their employees, officers, directors, subcontractors, or suppliers to Client and anyone claiming by, through or under Client, on all claims of any kind arising out of or in any way related to TRC's Work, under any Task Order from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, will not exceed the compensation received by TRC under that Task Order. All such liability will terminate upon the expiration of the Correction Period specified in Section 6.3. THIS SECTION SETS FORTH TRC'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST TRC IN RELATION TO THIS AGREEMENT.

## ARTICLE 12. DELIVERABLES

- 12.1 Ownership of Deliverables. All Deliverables shall become the sole and entire property of Client after TRC receives payment for such Deliverables. As used herein, the term "**Deliverable**" means completed instruments of professional services prepared solely and exclusively for Client pursuant to the requirements of this Agreement, such as stamped or final reports, surveys, studies, drawings, designs, calculations, analyses, recommendations, evaluations, checklists, protocols, procedures, test and acceptance plans, test results, and permits. The term "Deliverable" does not apply to TRC's internal notes or documentation, field data, laboratory test data, calculations, estimates, or any work-in-progress except to the extent the Agreement requires submission of preliminary or progress reports or designs. Notwithstanding anything to the contrary herein, to the extent any Deliverables include proprietary information that is not prepared solely and exclusively for Client, such proprietary information shall remain the exclusive property of TRC, but Client will have unrestricted and non-exclusive rights and license to use such information. TRC's proprietary information, includes, but is not limited to, its seal, stamp, or certification; know-how; methodologies; techniques; processes; tools, pre-existing documents; trade secrets, patents, patents pending, standard details, templates, figures, or specifications; computer programs; software; inventions; intellectual property; or systems utilized or developed (a) prior to the effective date of the Agreement; or (b) for any purpose other than performance of the Work. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties).



- 12.2 Use of Deliverables. Any Deliverable will be prepared solely for use of Client for this Project. The Deliverables are not intended or represented to be suitable to be reused by Client, or used or relied upon by others outside of Client or on extensions of the Project or on any other project. In the event Client, its employees, permitted assigns, successors, consultants, or contractors subsequently reproduces or otherwise uses the Deliverables or creates a derivative work based upon the Deliverables, unless prohibited by law, Client must remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Deliverables of the identity of TRC, its employees, and sub-consultants. TRC will be entitled to equitable compensation in connection with documenting any consent for Client or third parties to rely on the Deliverables for any purpose other than the purpose for which TRC prepared them.
- 12.3 Unauthorized Use of Deliverables. Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by, Client to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

#### **ARTICLE 13. SAFETY**

- 13.1 Client's Safety Requirements. Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.
- 13.2 Project Site Safety. TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or at the Project Site. If TRC determines that its field personnel are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with Article 14.
- 13.3 Reporting of Incidents. In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

#### **ARTICLE 14. TERMINATION AND SUSPENSION**

- 14.1 Termination for Default. In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially commence to cure within ten (10) days from receipt of the default notice, the non-breaching Party may provide a written notice to the breaching Party of termination of just the Task Order, or of the Task Order and the entire Agreement.
- 14.2 Termination or Suspension for Convenience. Either Party may terminate or suspend this Agreement, in whole or in part, by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination. If TRC terminates, or if Client terminates and so requests, any termination of the entire Agreement will take effect after TRC completes any Task Order in progress as of the notice of termination. Additionally, Client may terminate any Task Order by providing written notice to TRC at least fifteen (15) days prior to the effective date of termination.
- 14.3 Termination for Insolvency. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- 14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which TRC is entitled, TRC will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

## ARTICLE 15. DISPUTE RESOLUTION

- 15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the Project or the Agreement or the breach thereof ("**Dispute**") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within fifteen (15) days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.
- 15.2 Governing Law, Jurisdiction, Venue. Each Task Order executed hereunder, including the governing Agreement, and any act or transactions to which it will apply, or which are contemplated thereby or thereunder, shall be governed and construed in accordance with the laws of the State where the Project Site is located, without regard to principles of conflicts of law. Venue for any action to enforce or interpret such Task Order, including the governing Agreement, shall be the county in which the Project Site is located. For all matters not involving a specific Task Order, or any Task Order for a Project not in a physical location, the applicable Task Order and/or this Agreement, and any act or transactions to which it will apply, or which are contemplated thereby or thereunder, shall be governed by and construed in accordance with the laws of the state of Connecticut without regard to principles of

conflicts of law. Venue for any action to enforce or interpret this Agreement or any Task Order for a Project not in a physical location shall be in Hartford, Connecticut.

- 15.3 Prevailing Party. In the event of any binding dispute resolution proceeding, declaratory or otherwise, brought by a Party arising out of or relating to this Agreement, including but not limited to any breach or default of the Agreement, the prevailing Party will be entitled to recover from the other Party any and all expenses of litigation, court costs, expert and consultant fees, employee time and expenses, and reasonable attorneys' and other legal fees associated with such proceedings (collectively, "**Litigation Expenses**"), accruing as of commencement of the proceeding and including execution and collection of any award or judgment. Notwithstanding the foregoing, if a written offer of compromise is made by either Party that is not accepted by the other Party within thirty (30) days after receipt, and the Party not accepting such offer fails to obtain a more favorable judgment or award, the non-accepting Party will not be entitled to recover its Litigation Expenses, even if it is the prevailing Party, and will be obligated to pay the Litigation Expenses of the offering Party.

## ARTICLE 16. MISCELLANEOUS

- 16.1 Independent Contractor and Waiver of Benefits. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees, and TRC hereby waives any rights or claims related thereto.
- 16.2 Compliance with Laws. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.
- 16.3 Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.
- 16.4 Waiver. No waiver of any provision of this Agreement, or consent to any departure therefrom, shall be effective unless in writing and signed by the waiving Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.
- 16.5 Assignment. Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its Affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.
- 16.6 Captions. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.
- 16.7 Integration. This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.

- 16.8 Amendments. This Agreement may be modified only by a Change Order or an amendment executed in writing by a duly authorized representative for each Party.
- 16.9 No Third-Party Beneficiaries. Except as otherwise specifically provided for herein, this Agreement shall not be construed to confer any benefit on any third party not a Party to this Agreement, nor shall it provide any rights to such third party to enforce its provisions. Notwithstanding the foregoing, all liability-limiting provisions of this Agreement shall extend and inure to the benefit of all members of TRC.
- 16.10 Signatures. This Agreement may be executed electronically and/or in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A copy of this Agreement delivered by electronic transmission will be deemed to have the same legal effect as delivery of a manually signed original. Each person executing this Agreement warrants that he/she is authorized to do so on behalf of the Party for whom he/she signs this Agreement.
- 16.11 Notices. Any notice permitted to be given by email shall be sent to the below representative. Any other notice required to be given pursuant to this Agreement must be in writing and sent by overnight delivery via USPS or a nationally recognized courier and delivered to the address set forth in the first paragraph above to the attention of the representative below:  
 If to TRC, send to the attention of: **name, title**  
**email address**  
 If to Client, send to the attention of: **name, title**  
**email address**
- Any notice so given will be deemed effective upon receipt. Either Party may change its representative or address effective ten (10) days after written notice thereof to the other Party.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative as of the Effective Date, and by so executing has agreed to be bound by this Agreement.

**CLIENT:**  
**correct legal name of Client**

**TRC:**  
**TRC Engineers, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**Form of Task Order**

**[see attached]**

**TASK ORDER No. [REDACTED]**  
Task Order Effective Date: **Month dd, 202y**  
**pursuant to MASTER PROFESSIONAL SERVICES AGREEMENT**  
**dated Month dd, 202y between Client and TRC entity (“Agreement”)**

TRC will perform the Work described below in accordance with the Agreement Documents identified in Section 1.3 of the Agreement, all of which are incorporated herein by reference as though fully set forth herein.

1. Name of the **Project**:
2. Location of the **Project Site**:
3. **TRC Affiliate** performing the Work:
4. **Work** to be performed:
5. **Deliverables** to be submitted:
6. **Materials** to be procured:
7. Commencement Date:
8. The time for completing the Work (duration or completion date) (“**Contract Time**”):
9. The Work will be performed for the following price (“**Contract Price**”): [check all that apply, any that do not apply may be deleted]  
  
\_\_\_\_\_ On a time and expenses basis at the rates and terms set forth in Exhibit B.  
The budget amount for the Work is \$\_\_\_\_\_, which shall not be exceeded without approval from Client.  
  
\_\_\_\_\_ On a lump sum basis for the following amount: \$\_\_\_\_\_
- \_\_\_\_\_ Other (describe):
10. Client’s representative:
11. TRC’s representative:
12. Client’s billing address:
13. Any other clarifications, information, or requirements applicable to the Work:

[signatures on following page]

IN WITNESS WHEREOF, each Party has caused this Task Order to be executed by its duly authorized representative as of the Task Order Effective Date, and by so executing has agreed to be bound by this Task Order.

**Client:**  
**correct legal name of Client**

**TRC:**  
**TRC Affiliate**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**Rates and Billing Terms**

In the event any Work is performed on a time and expense or time and materials basis, TRC will invoice in accordance with the below.

**A. RECORDS**

TRC will keep accurate and daily records of all labor, equipment, and materials furnished pursuant to any Task Order. TRC will summarize daily records on a weekly and/or monthly basis and will submit for review upon Client's written request.

**B. HOURLY RATES**

See attached rates.

**C. REIMBURSABLE EXPENSES**

- **Project Expenses.** Expenses will be invoiced at 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses, and field expendables).
- **Insurance.** A charge of 2% will be applied to all invoiced amounts for the cost of TRC's insurance coverage.
- **Subcontractors.** A fee of 10% will be added to the invoice cost of subcontracts managed by TRC.
- **Client-Requested Expenses.** Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 10%.
- **Mileage.** Personal automobile travel from portal to portal or between locations will be charged at current IRS mileage rates per mile.
- **Travel Expenses.** Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost plus 10%, with receipts provided for any expense over \$25.00.
- **Lodging and Meals.** Lodging and meals will be charged either:
  - at cost plus 10%, with receipts provided for any expense over \$25.00, or
  - on a per diem basis, using the GSA per diem rates found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. When lodging and meals are charged on a per diem basis, a flat per diem rate will be charged and receipts will not be provided for actual lodging and meal expenses.

**D. ADJUSTMENT**

TRC's rates are subject to increase on an annual basis.



**EXHIBIT C**  
**TRC Standard Invoice Formats**

See attached.

## EXHIBIT D

### TRC Remittance Instructions

TRC remittance information for making payments is as follows:

**U.S. Postal Service:**

TRC Lockbox  
PO Box 536282  
Pittsburgh PA 15253-5904

**Overnight Packages:**

TRC Lockbox  
Attn: 536282  
307 23<sup>rd</sup> Street Extension, Suite 950  
Pittsburgh, PA 15215  
877-550-5933

**Wire Instructions (PREFERRED METHOD OF PAYMENT)**

<b>Beneficiary Account Name:</b>	TRC Companies, Inc. – Concentration
<b>Beneficiary Account Number:</b>	2232037090
<b>Bank Codes:</b>	
<b>ABA Number:</b>	011500120 (Wires only)
<b>Routing Number:</b>	211170114 (ACH only)
<b>Swift Code:</b>	CTZIUS33
<b>Bank Name:</b>	Citizens Bank

<b>Remittance Detail Email:</b>	<a href="mailto:ARremitdetail@trccompanies.com">ARremitdetail@trccompanies.com</a>
<b>TRC Contact:</b>	Dawn Dostie
<b>Contact Phone Number:</b>	207-660-7222

***WHERE  
INNOVATION  
MEETS RESULTS***