RULES & REGULATIONS RELATING TO THE HOME IMPROVEMENT BUSINESS

BY VIRTUE OF THE AUTHORITY VESTED IN ME UNDER THE PROVISIONS OF THE NASSAU COUNTY ADMINISTRATIVE CODE, TITLED D-1 21-11.7 (4) I HEREBY PROMULGATE THE FOLLOWING REGULATIONS RELATING TO THE HOME IMPROVEMENT BUSINESS.

1. Home Improvement Contracts

(a) Every home improvement agreement shall be evidenced in writing signed by all parties to the contract.

(b) All addendums to the contract must also be in writing signed by all parties.

(c) Any memorandum, agreement or contract furnished by a contractor to a customer shall carry said contractor's name, office address, telephone number and Nassau County license number legibly printed or stamped thereon. In addition, there shall appear on such form the name of the salesman, if such exists, legibly printed thereon.

(d) Contract provisions and addendums to the contract must specify the work to be performed, the materials to be supplied to the customer, including brand names, colors, dimensions, model numbers or any other identifying information, and the final price for the labor and materials.

2. Use of License Number and Company Name

(a) All display advertising and promotional literature shall contain the licensee's license number as printed on the license.

(b) All display advertising and promotional literature shall contain the licensee's full company name as printed on the license.

3. Commercial Practices

(a) Representations and illustrations of products or services offered to the public shall be accurately represented in all advertisements or descriptive material.

(b) Materials to be furnished shall be accurately described.

(c) Installation Charge. If installation is to be extra, the advertisement shall make such fact known.

(d) Delivery Charges. If there is to be a delivery charge, advertisements or representations shall make such fact known.

(e) Warranty or Guarantee. Where reference is made to a warranty or guarantee, such warranty or guarantee shall be clearly disclosed including the subject of the warranty or guarantee and the terms and requirements, if any.

(f) Price Reductions. All references to a price reduction or savings must be based on the usual and customary selling price of the item in the regular course of business. Such statements or representations shall not be based upon fictitious prices or infrequently used prices.

(g) Pricing. Where a price is quoted which does not include cost for labor, parts or accessories necessary for the proper functioning or appearance of a product or service, then said extra cost shall be prominently noted in conjunction with the price quoted. (e.g. "necessary accessories at extra cost.")

4. Lost or Misplaced Licenses

Any contractor who should misplace or lose his Home Improvement license shall immediately file an affidavit of such loss with the Office of Consumer Affairs.

5. Gardener/Landscaper Licenses

In making a determination as to the necessity of obtaining a home improvement license, the fact that a gardener or landscaper uses his own equipment in the conduct of his business and/or uses his own vehicle to transport such equipment, shall be prima facie evidence of the necessity to file for the required license.

6. Age Qualification

In order to obtain a Home Improvement License from the Nassau County Office of Consumer Affairs, the applicant must be 18 years of age.

7. Cooling Off Period

(a) Pursuant to and in accordance with Nassau County Administrative Code Section 21-11.9(13), a home improvement contractor, must furnish the homeowner with a fully completed copy of any contract pertaining to such sale at the time of its execution, which is in the same language, e.g. Spanish, as was principally used in the oral sales presentation, and which shows the date of the transaction, and contains the name and address of the contractor, and in immediate proximity to the space reserved in the contract for the signature of the homeowner, and in

BOLD FACE type font of a minimum size of 10 points, a statement in substantially the following form:

THREE-DAY RIGHT TO CANCEL

YOU, THE HOMEOWNER, MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. TO CANCEL THIS TRANSACTION, GIVE "WRITTEN NOTICE" OF CANCELLATION TO THE CONTRACTOR. POSTAL MAIL, TEXT, OR E-MAIL, ARE ALL ACCEPTABLE FORMS OF WRITTEN NOTICE.

I HAVE READ THE ABOVE THREE-DAY RIGHT TO CANCEL NOTICE: _____

Notice of cancellation shall be sufficient if it indicates the intention of the homeowner not to be bound to the transaction. Notice delivered by postal mail, text message, or email, are all acceptable methods of providing written notice of cancellation.

(b) If the homeowner cancels, any property traded in, any payments made by the homeowner under the contract or sale, and any negotiable instrument executed by the homeowner must be returned within ten (10) business days following receipt by the contractor of the homeowner's notice of cancellation, and any security interest arising out of the transaction will be cancelled.

(c) In no such event shall a contractor begin work or deliver goods prior to three (3) days from the signing of this contract unless the homeowner furnishes the contractor with a separate, dated and signed, personal statement, describing a situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel within three (3) business days.

February 2023

8. Completion Date

Every home improvement contract shall provide for a completion date on which date all labor, services and materials to be furnished and performed is to be completed and in no event shall such work be completed any later than thirty (30) days after said contract completion date.

Section 21-11.11 supercedes any language modifying or changing this provision which may appear in any agreement between the contractor and buyer.

9. Unlicensed Home Improvement Contractors

1. Upon the arrest of an unlicensed home improvement contractor for unlicensed activity, the Commissioner or his designated representative may seize any vehicle and its contents used in furtherance of unlicensed activity. The owner or driver shall be given a notice of seizure and the vehicle and its contents shall be held pending forfeiture to the County of Nassau.

2. The Office of Consumer Affairs shall issue any notice of violation immediately and a hearing on the violation shall be held within five days.

3. The Office of Consumer Affairs shall schedule a resolution conference within five days. The vehicle and its contents shall be held by the Office of Consumer Affairs until all outstanding violations and complaints have been satisfied or otherwise resolved to the satisfaction of the Office of Consumer Affairs.

4. It shall be at the discretion of the Commissioner whether the County shall seek civil forfeiture of the vehicle. Such determination shall be made within ten days of seizure.

This rule is established pursuant to the Nassau County Administrative Code, Title D, sections 2110.0(1)(j), 21-11.7 (4) and 21-11.7(7).

10. Name of Representative on Contract

All home improvement contracts shall contain the printed, legible name of the representative of the licensed home improvement contractor below the signature of such representative.

11. Display of License

A copy of the Nassau County Home Improvement License must be available for presentation at all job sites and a copy must be in each vehicle at all times.

12. Certificate of Insurance for Homeowner

At the time of contracting, all contractors must supply to the homeowner a copy of their certificate of insurance describing the operations covered by their insurance and naming the homeowner as the certificate holder.

13. Certificate of Insurance for Department of Consumer Affairs

All contractors shall submit proof of insurance to the Office of Consumer Affairs for the second year of the license and containing the license number and expiration date of the license on the form or on an attached cover letter.

14. Disclosure of Use of Subcontractors

All contractors must disclose to the homeowner on their contracts whether or not they use subcontractors. They must supply the names and license numbers of their subcontractors to the homeowner at the time of contracting.

15. Home Fuel Oil Sales, Delivery and Service Contracts

The following Rules and Regulations are adopted pursuant to the Nassau County Administrative Code and violations of which shall constitute a specific unconscionable trade practice. In addition to applicable laws, these Rules and Regulations shall apply to all contracts for the sale and delivery of home fuel oil and for the maintenance and repair of oil burners and boilers.

1. All contracts for sales, delivery or service shall state and contain all material terms of the agreement, including all fees and costs, above the signature lines of the agreement. There shall be no requirement of the 3-day notice of cancellation for oil burner service and maintenance contracts.

2. For multi-year fuel oil delivery contracts, not given as an incentive for the sale of equipment, the price per gallon for oil must be stated either as a fixed dollar amount in cents per gallon, or stated as a relationship to the average Long Island Region Price for Home Heating Oil as published by the New York State Energy Research and Development Authority (NYSERDA) found on their website, www.nyserda.org, and no other index shall be used.

3. No contract for sales, delivery or service shall disclaim or shift to the buyer the seller's liability for damages caused by the action or inaction, intentional or negligent, of the seller, or his agents. This regulation does not prohibit clauses that limit liability to a stated monetary amount.

4. No contract for sales, delivery or service shall make the buyer liable to the seller for acts of the seller's employees.

5. No contract for sales, delivery or service shall contain language that diminishes the buyer's rights in the event of litigation including, but not limited to, a waiver of the buyer's right to assert counterclaims or equitable defenses, except that the parties may agree to waive their right to a trial by jury.

6. Terms of agreements to supply and deliver oil and the agreement to supply oil burner service must run concurrently if signed on the same date. This section shall not apply to any agreement in which there is no penalty for early termination of the service contract.

7. The provisions of the service contract must be stated on a separate document. This document must disclose the annual price of the service contract, the parts that are covered, labor charges covered, and the hours during which service will be provided without additional charges or penalties. If any additional charges are assessed for service after certain hours or on certain days the amount for such service must be at the company's prevailing labor rate.

8. Any penalty for cancellation of a contract prior to the stated term of the contract shall be disclosed in a fixed dollar amount, in 10-point bold-face type and located just above the customer's signature line.

9. No fixed or capped price oil delivery contract can be renewed without a new written agreement signed by the parties and which conforms to these rules and New York law. This includes any changes made to the penalty clause. The term A written agreement shall include email confirmation and electronically signed contracts, including recorded telephonic contracts.

16. Swimming Pool and Spa Contractors and Builders

All Pool & Spa Contractors must use licensed plumbers and licensed electricians where required.

Five years of experience and a CBP (certified building professional certification) or an equivalent certification is required for pool & spa builders.

Five years of experience and a CST (certified service technician),
or a CSP (Certified Service Professional)
or an equivalent certification
is required for Pool & Spa Contractors who make repairs, renovations, or perform maintenance on equipment.

Five years of experience and a CMS (certified maintenance specialist) certification is required for those who are seasonal contractors who perform pool cleaning.
April 2023

17. Prohibition of the Lending of Licenses

No contractor shall permit his license and/or license number to be used by another.

18. The (RRP) Lead-Based Paint Renovation, Repair and Painting Rule

The Lead-Based Paint Renovation, Repair and Painting (RRP) Rule is a federal regulatory program affecting anyone who disturbs painted surfaces where **lead** may be present.

For **new** home improvement license applications, the Nassau County Department of Consumer Affairs requires that at least **ONE** of the owners or principals of a business that performs any of the work listed below***** is required to submit a current **Lead (Safe) Renovator** Certification from a RRP Lead Renovator course accredited by the EPA under §745.225 (40 CFR).

- The **initial** Lead (safe) Renovator Certification requires **six** (6) hours of *online* training for an Individual Renovator and **two** (2) hours of *in-person* (hands on) training.
- A **four** (4) hour online **Refresher** Renovator Certification will also be accepted.
- The RRP Renovator Certificate must include the name and photograph of the **individual** that completed the Renovator course. Certificates in the firm/company name will **not** be accepted for this requirement.

For **renewals** of a home improvement license, the RRP Lead Renovator Certification, as described above, must be current/valid.

Only **ONE** RRP Lead Renovator Certification is required per home improvement license.

Basements (painted surfaces)
Carpentry
Dormers
Extensions
Framing
HVAC
Mold Remediation
Power Washing
Sheetrock
Stucco (painted)
Waterproofing (painted surfaces)
Baths
Demolition
Elevator Install/Service
Fireplace
Handyman
Insulation
Painting
Ramps/Stairs/Chair Lifts
Siding
Tiling
Windows
Cabinets
Doors
Excavations
Fire Sprinkler Systems
House Lifting
Kitchens
Plastering
Roofing
Stairs & Railings
Wallpaper

***TO SUBCONTRACT ANY OF THE ABOVE WORK, THE LICENSE HOLDER MUST SUBMIT A CURRENT RRP LEAD RENOVATOR COURSE CERTIFICATE**

19. Mold Remediation

At least ONE of the owners, principals, partners, corporate officers, directors, members, and/or stockholders, who is requesting a license to operate mold remediation services and is not required to also hold an Environmental Hazard Remediation Provider License, must provide a copy of the following certifications. Certificates in the company name will not be accepted.

1. Microbial Remediation — Minimum 24 hours

AND

2. Water Damage Restoration — Minimum 20 hours or IIRC WRT Certification

OR

3. A New York State Mold Remediation Contractor's License

February 2023

20. Work for Unlicensed Contractors is Prohibited

A licensed contractor shall not work as a subcontractor for an unlicensed contractor.

21. Hiring Unlicensed Sub-Contractors is Prohibited

A licensed contractor shall not use an unlicensed subcontractor.

22. Irrigation/Sprinklers

At least ONE of the owners, principals, partners, corporate officers, directors, members, and/or stockholders, who is requesting a license to perform irrigation/sprinkler work must provide a certificate of New York Backflow Tester Certification, from a New York State Department of Health approved course provider. See NYCRR Section 5-1.31.
February 2023

23. Solar Panels

All home improvement license applicants seeking a license to install solar panels and/or solar panel systems must provide:

1. A Certificate of Insurance with a Description of Operations that includes solar panel and/or solar panel system installation; subcontracting for electricians; and roofing or subcontracting of roofing.

2. A copy of the local license for the electrician the license applicant will use on their solar panel system installations.

3. Proof that the license applicant or Principal thereof is a NYSERDA NY-Sun contractor or builder.

June 2026

24. House Lifting/Elevation

1. Contractors who perform House Lifting or house elevation work, must have a commercial general liability insurance policy with a minimum of one (1) million dollars per occurrence and two (2) million dollars general aggregate.

2. In **addition** to a commercial general liability insurance policy, contractors who perform House Lifting or house elevation work, must also have a Cargo or Riggers liability insurance policy with a minimum of one (1) million dollars per occurrence and two (2) million dollars general aggregate.

November 2023

25. Fingerprinting

All Home Improvement License applicants must be fingerprinted for the Nassau County Department of Consumer Affairs.

Starting in 2025, Home Improvement License holders who are renewing their licenses, must be fingerprinted for the Nassau County Department of Consumer Affairs.

- Fingerprinting will only be required once, as long as the license remains active
- The fingerprinting fee is paid directly to the service provider designated by the Department of Consumer Affairs
- Sole proprietors, partners, corporate officers/principals/stockholders and members of an LLC, as principals of the LLC, must be fingerprinted
- The New York **Contact Person**, for a foreign (out of state) licensee must be fingerprinted

February 2025

26. Insurance for Subcontracting

Home Improvement Contractors who subcontract work must list the work they will be subcontracting in the Description of Operations box on their Certificate of Liability Insurance, using the words **"subcontracting of ..."**

The following home improvement work is deemed by the Commissioner to require subcontracting:

Bathroom Remodeling (Plumber + Electrician)

Dormers/Extensions (Roofer, Plumber + Electrician)

Fire Sprinkler Systems (Plumber + Electrician)

House Lifting (Plumber + Electrician)

Kitchen Remodeling (Plumber + Electrician)

Solar Energy Systems (Roofer + Electrician)

October 2026

27. Unpaid Judgments

Any unpaid industry related judgments, tax liens/warrants, or Child Support Order Arrears must be satisfied, vacated, in the process of being appealed or vacated, or being paid under an agreed upon payment plan with proof of up-to-date payments, **before** a new license application or renewal will be processed. This rule applies to the licensed business, and all owners/principals, including salespersons, and the New York Contact Person for a foreign or non-New York State business.

February 2025

28. Worker's Compensation Insurance

The home improvement work listed below is deemed by the Commissioner to require a minimum of two people to perform. Therefore, under no circumstances will a Workers' Compensation Waiver (CE-200 Certificate of Attestation Exemption) be accepted from a **one-person** business that will be performing the home improvement work listed below:

- Awnings
- Bathrooms
- Cesspool/Septic Install
- Cesspool/Septic Cleaning
- Chimney Capping/Cleaning
- Dock Builders
- Dormers/Extensions
- Dry Wells/Drainage
- Elevator Service/Install
- Excavations
- Fire Sprinkler Systems
- Foundations
- Helical Piles/Pile Driving
- House Lifting
- Kitchens
- Playground Install
- Pool Builder/Installer
- Roofing
- Solar Energy Systems
- Tree Removal
- Well Drilling

A U26 or 105.2 form/certificate of Workers' Compensation Insurance **must** be submitted.

October 2026

29. License Denial Reversal Administrative Fee

Any License/Registration refusal or denial that is reversed by the Commissioner is subject to a $250 Administrative Fee, payable by the applicant, for additional processing.

February 2026

30. Home Improvement Business Salesperson Registration

A salesperson affiliated with a home improvement business must apply for registration as a salesperson for the business, if the salesperson's duties include visiting Nassau County homes to solicit business OR signing contracts on behalf of the business.

June 2026