



TRC Engineers, Inc. (“TRC”) has created this Privacy Policy to apply to all users of the Lead Partner Portal on the PSEG Long Island website hosted by TRC at <https://www.pseglinportal.com> (“Online Services”). This Privacy Policy describes, among other things, the types of information TRC collects from users when you use the Online Services, how TRC uses it, and how you can access your information.

By using the Online Services and providing TRC with your personal Information (defined below), you agree to the practices described in this Privacy Policy and to the updates to this policy posted here from time to time.

If you are a resident of states such as Virginia or Connecticut, you may be entitled to certain individual rights under the Virginia Consumer Data Protection Act (“VCDPA”) and Connecticut Act Concerning Personal Data Privacy and Online Monitoring (“CTDPA”). Please see the **Notice to Certain Residents of Data Subject Rights Section (Section VII)** of this Privacy Policy for your rights and how to exercise them for users located in Virginia and Connecticut.

I. INFORMATION TRC COLLECTS ABOUT YOU

TRC may collect the following categories of information about you which are described in more detail below: (A) information you provide to TRC through the Online Services, (B) sensitive information, (C) information TRC may automatically collect, and (E) information TRC may receive from third parties. All of the information listed in (A)-(C), (E) above, is detailed below, and hereinafter referred to as “Information.”

A. Information You Provide to TRC

In using the Online Services, you may provide TRC with Information, including, without limitation:

- Individual identifiers such as name, contact information such as mailing address, phone number, and email address;
- Communications with us, preferences, and other Information you provide to TRC such as any messages (including via online chat feature), opinions and feedback that you provide to TRC, your user preferences (such as in receiving updates or marketing information), and other Information that you share with TRC when you contact TRC directly (such as for customer support services); and
- Additional Information as otherwise described to you at the point of collection or pursuant to your consent.

B. Sensitive Information

TRC may process the following categories of sensitive personal Information when you use the Online Services:

- Geolocation data, such as your physical location if you have enabled location services on your device;
- Authentication data such as account personal Information and log in credentials, including unique identifiers such as username, account number, and password.

C. Information TRC May Automatically Collect About You

The Online Services may automatically collect the following categories of usage and technical Information about you. This Information is used by TRC for the operation of the Online Services, to maintain quality of the Online Services, and to provide general statistics regarding use of the Online Services. This Information may include:

- IP address, which is the number associated with the service through which you access the Internet, like your ISP (internet service provider);
- Date and time of your visit or use of our Online Services;
- Domain server from which you are using our Online Services;
- Type of computer, web browsers, search engine used, operating system, or platform you use;
- Data identifying the web pages you visited prior to and after visiting our website or use of our Online Services;
- Your movement and activity within the website, which is aggregated with other Information; and
- Mobile device Information, including the type of device you use, operating system version, and the device identifier (or “UDID”).

D. Cookies & Technologies Used to Collect Information About You

TRC may collect Information about your activity, or activity on devices associated with you over time, on TRC’s sites and applications, and across non-affiliated websites or online applications. TRC may collect this Information by using certain technologies, such as cookies, web beacons, pixels, software developer kits, third party libraries, and other similar technologies. Third-party service providers, advertisers, and/or partners may also view, edit, or set their own cookies or place web beacons.

- Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access certain parts of the Online Services. Unless you have adjusted

your browser setting so that it will refuse cookies, TRC's system will issue cookies when you direct your browser to the PSEG Long Island website link above.

- Web Beacons. Website pages may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages and for other related statistics (for example, recording the popularity of certain content and verifying system and server integrity). TRC also uses these technical methods to analyze the traffic patterns, such as the frequency with which TRC's users visit various parts of the Online Services. These technical methods may involve the transmission of Information either directly to TRC or to a third party authorized by us to collect Information on our behalf. The Online Services use retargeting pixels from Google, Facebook, and other ad networks. TRC also use web beacons in HTML emails that we send to determine whether the recipients have opened those emails and/or clicked on links in those emails.
- Analytics and Fraud Detection. Analytics are tools TRC may use, such as Google Analytics, to help provide TRC with information about traffic to the TRC website and use of our Online Services, which Google may share with other services and websites who use the collected data to contextualize and personalize the ads of its own advertising network. We may also use reCAPTCHA, a tool which utilizes advanced risk analysis techniques to distinguish humans and bots in order to help us protect our websites from fraud, spam, and abuse. You can view Google's Privacy Practices here: [Privacy Policy – Privacy & Terms – Google](#).

TRC's use of online tracking technologies may be considered a "sale" or "sharing" under certain laws. To the extent that these online tracking technologies are deemed to be a "sale" or "sharing" under certain laws, you can opt out of these online tracking technologies by submitting a request to PrivacyQuestions@trccompanies.com or by broadcasting an opt-out preference signal, such as the Global Privacy Control (GPC). Please note that some features of our website may not be available to you as a result of these choices.

E. Information TRC May Receive from Third Parties

TRC may collect additional Information about you from third-party websites, social media platforms, and/or sources providing publicly available Information (e.g., from the U.S. postal service) to help us provide Online Services to you, help prevent fraud, and for marketing and advertising purposes.

This Privacy Policy only applies to Information collected by our Online Services. We are not responsible for the privacy and security practices of those other websites or Social Media Platforms or the Information they may collect (which may include IP address). You should contact such third parties directly to determine their respective privacy policies. Links to any other websites or content do not constitute or imply an endorsement or recommendation by us of the linked website, Social Media Platform, and/or content.

II. HOW WE USE YOUR INFORMATION

A. Use and Purpose of Processing Your Information

We use and process your Information for things that may include, but are not limited to, the following:

- To provide you with the Online Services and Information you request;
- To respond to your inquiries and questions and provide customer service;
- For general or targeted marketing and advertising purposes, including sending you promotional material or special offers on TRC's behalf or on behalf of TRC's marketing partners and/or their respective affiliates and subsidiaries and other third parties, provided that you have not already opted-out of receiving such communications;
- To fulfill contracts either TRC or PSEG LI has with you;
- To manage, improve, and foster relationships with third-party service providers, including vendors, suppliers, and parents, affiliates, subsidiaries, and business partners;
- Maintain, improve, customize, or administer the Online Services, perform business analyses, or other internal purposes to improve the quality of our business, the Online Services, resolve technical problems, or improve security or develop other products and services;
- Analytics for business purposes and business intelligence;
- Comply with any applicable laws and regulations and respond to lawful requests; and/or
- For any other purposes disclosed to you at the time TRC collects your Information and/or pursuant to your consent.

TRC may also use Information that has been de-identified and/or aggregated for purposes not otherwise listed above.

B. Sharing or Disclosing Your Information

TRC may share and/or disclose your Information as set forth in the Privacy Policy and in the following circumstances:

- **Third-Party Service Providers.** TRC may share your Information with third-party service providers that perform certain functions or services on our behalf (such as to host the Online Services, manage databases, perform analyses, provide customer service, or send communications for TRC). These third-party service providers are authorized to use your Information only as necessary to provide these services. In some instances, TRC may aggregate Information we collect so third

parties do not have access to your identifiable Information to identify you individually.

- **Disclosure of Information for Legal and Administrative Reasons.** TRC may disclose your Information without notice: (i) when required by law or to comply with a court order, subpoena, search warrant, or other legal process; (ii) to cooperate or undertake an internal or external investigation or audit; (iii) to comply with legal, regulatory, or administrative requirements of governmental authorities (including, without limitation, requests from the governmental agency authorities to view your Information); (iv) to protect and defend the rights, property, or safety of us, our subsidiaries and affiliates, and any of their officers, directors, employees, attorneys, agents, contractors, and partners, and the website Service users; (v) to enforce or apply our Terms & Conditions; and (vi) to verify the identity of the user of our Online Services.
- **Business Transfers.** Your Information may be transferred, sold, or otherwise conveyed (“Conveyed”) to a third party where we: (i) merge with or are acquired by another business entity; (ii) sell all or substantially all of our assets; (iii) are adjudicated bankrupt; or (iv) are liquidated or otherwise reorganize.
- **Information Shared with our Subsidiaries and Affiliates.** We may share your Information with our subsidiaries and affiliates.
- **De-Identified or Aggregated Data.** We may share your Information on an aggregated basis for any purpose in which your specific personal Information is blinded, masked, or otherwise not identifiable.
- **With Your Consent.** We may share Information consistent with this Privacy Policy with your consent.

TRC does not use or disclose sensitive personal Information, other than for the business purposes permitted by law as described above.

III. LINKS TO OTHER WEBSITES

Our Online Services may contain links to other websites or services that are not owned or controlled by us, including links to Social Media Platforms such as LinkedIn, Instagram, Twitter, or YouTube, or may redirect you off our website away from our Online Services.

This Privacy Policy only applies to Information collected by our Online Services. TRC is not responsible for the privacy and security practices of those other websites or Social Media Platforms or the Information they may collect (which may include IP address). You should contact such third parties directly to determine their respective privacy policies. Links to any other websites or content do not constitute or imply an endorsement or recommendation by TRC of the linked website, Social Media Platform, and/or content.

IV. INFORMATION SECURITY

TRC uses commercially reasonable and appropriate administrative, physical, and technical security measures to provide the Online Services and safeguard your Information. However, no

data transmitted over the Internet or stored or maintained by TRC or its third-party service providers can be 100% secure. Therefore, TRC does not promise or guarantee, and you should not expect, that your Information or private communications will always remain private or secure. TRC does not guarantee that your Information will not be misused by third parties. TRC is not responsible for the circumvention of any privacy settings or security features. You agree that TRC will not have any liability for misuse, access, acquisition, deletion, or disclosure of your Information.

If you believe that your Information has been accessed or acquired by an unauthorized person, you should promptly contact TRC through the information provided in Section XIV. below so that necessary measures can quickly be taken.

V. DATA RETENTION

TRC will retain your Information for as long as needed to provide you Online Services, and as necessary to comply with TRC's legal obligations, resolve disputes, and enforce its policies. TRC will retain and use your Information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. In accordance with TRC's routine record keeping, TRC may delete certain records that contain Information you have submitted to us. We are under no obligation to store such Information indefinitely and disclaim any liability arising out of, or related to, the destruction of such Information.

VI. YOUR CHOICES

A. Marketing Communications. If you do not want to receive marketing and promotional emails from TRC, you may click on the "unsubscribe" link in the email to unsubscribe and opt-out of marketing email communications or see Section XIV. How to Contact Us below for more information.

B. Opting Out of Direct Marketing by Third Parties. To exercise choices regarding the marketing information you receive, you may also review the following links:

- You may opt-out of tracking and receiving tailored advertisements on your mobile device by some mobile advertising companies and other similar entities by downloading the App Choices app at www.aboutads.info/appchoices
- You may opt-out of receiving permissible targeted advertisements by using the NAI Opt-out tool available at <http://optout.networkadvertising.org/?c=1> or visiting About Ads at <http://optout.aboutads.info>
- You can opt-out of having your activity on our Online Services made available to Google Analytics by installing the Google Analytics opt-out add-on for your web browser by visiting: <https://tools.google.com/dlpage/gaoptout>

VII. NOTICE TO CERTAIN RESIDENTS OF DATA SUBJECT RIGHTS

A. NOTICE TO VIRGINIA RESIDENTS

To the extent any Virginia data privacy law applies to the collection of your Information, this supplemental section of our Privacy Policy outlines the individual rights guaranteed to Virginia residents and how to exercise those rights and applies solely to Virginia residents. We provide the supplemental section below to comply with the Virginia Consumer Data Protection Act (“VCDPA”) and any terms defined in the VCDPA have the same meaning when used below.

1. Your Rights under VCDPA

Subject to certain exceptions you may be entitled to the following rights:

- **Right to Access & Data Portability.** You have the right to request that TRC discloses certain Information to you about its collection and use of your Information at any time. Once TRC receives and confirms an authenticated consumer request from you, we will, subject to certain exceptions:

- Disclose whether we are processing your Information; and
- Provide you with access to your Information.

Where the processing is carried out by automated means, and subject to certain exceptions, you have the right to request and obtain a copy of your Information that you previously provided to us in a portable and, to the extent technically feasible, readily usable format that allows you to transmit the Information to another data controller without hindrance.

- **Right to Correct Inaccurate Information.** To the extent that TRC may maintain inaccurate Information, you have the right to request that we correct such inaccurate Information taking into account the nature of the personal Information and the purposes of the processing of the personal Information. Once we receive and verify your authenticated consumer request, we will use commercially reasonable efforts to correct your Information.
- **Right to Delete.** You have the right to request that we delete certain of your Information provided by or obtained about you. To the extent that we can delete your Information, once we receive and confirm your authenticated consumer request, we will delete (and direct our service providers to delete) your Information, subject to certain exceptions.
- **Sale of Personal Information, Targeted Advertising, Profiling, and the Right to Opt Out.** You have the right to opt out of the processing of your Information for the following purposes:
 - Targeted advertising;
 - Sale of your Information; and
 - Profiling in furtherance of decisions that produce legal or similarly significant effects concerning you.

- **Right to Appeal.** You have the right to appeal our denial of any request you make under this section. To exercise your right to appeal, please submit an appeals request via the information in Section XIV. How To Contact Us, below. Within sixty (60) days of receipt of your appeal, we will inform you in writing of any action taken or not taken in response to your appeal, including a written explanation of the reasons for the decisions. If we deny your appeal, you may contact the Virginia Office of the Attorney General by:
 - Contacting Online: <https://www.oag.state.va.us/consumer-protection/index.php/file-a-complaint>
 - Calling:
 - If calling from Virginia, call the Consumer Protection Hotline at 1-800-552-9963.
 - If calling from the Richmond area or from outside Virginia, call the Consumer Protection Hotline at 1-804-786-2042.
- **Right to Non-Discrimination.** You have a right to not be discriminated against in the Online Services or quality of Online Services you receive from us for exercising your rights. We will not discriminate against you for exercising any of your rights in this section including denying goods or Online Services, charging different prices or rates for goods or Online Services, or providing a different level of quality of goods and Online Services. However, we may offer a different price, rate, level, quality, or selection of goods or Online Services, including offering goods or Online Services for no fee, if you have exercised your right to opt out or the offer is related to your voluntary participation in a bona fide loyalty, rewards, premium features, discounts, or club card program.

You may make an authenticated consumer request under the VCDPA twice within a twelve (12) month period. To exercise the rights described above, see the **Exercising Your Data Subject Rights (Section VIII)** section below.

2. Additional Information

To the extent permitted by applicable law, we may charge a reasonable fee to comply with your request.

B. NOTICE TO CONNECTICUT RESIDENTS

To the extent any Connecticut data privacy law applies to the collection of your Information, this supplemental section of our Privacy Policy outlines the individual rights guaranteed to Connecticut residents and how to exercise those rights and applies solely to Connecticut residents. We provide the supplemental section below to comply with the Connecticut Act Concerning Personal Data Privacy and Online Monitoring (“CTDPA”) and any terms defined in the CTDPA have the same meaning when used below.

1. Your Rights under CTDPA

Subject to certain exceptions you may be entitled to the following rights:

- **Right to Access & Data Portability.** You have the right to request that we disclose certain Information to you about our collection and use of your Information at any time. Once we receive and confirm an authenticated consumer request from you, we will, subject to certain exceptions:
 - Disclose whether we are processing your Information; and
 - Provide you with access to your Information where we process it.

Where the processing is carried out by automated means, and subject to certain exceptions, you have the right to request and obtain a copy of your Information that you previously provided to us in a portable and, to the extent technically feasible, readily usable format that allows you to transmit the Information to another data controller without hindrance.

- **Right to Correct Inaccurate Information.** To the extent that we may maintain inaccurate personal Information, you have the right to request that we correct such inaccurate personal Information taking into account the nature of the personal Information and the purposes of the processing of the personal Information. Once we receive and verify your authenticated consumer request, we will use commercially reasonable efforts to correct your personal Information.
- **Right to Delete.** You have the right to request that we delete certain of your Information provided by or obtained about you. To the extent that we can delete your Information, once we receive and confirm your authenticated consumer request, we will delete (and direct our service providers to delete) your Information, subject to certain exceptions.
- **Sale of Personal Information, Targeted Advertising, Profiling, and the Right to Opt Out.** You have the right to opt out of the processing of your Information for the following purposes:
 - Targeted advertising;
 - Sale of your Information; and
 - Profiling in furtherance of decisions that produce legal or similarly significant effects concerning you.
- **Right to Non-Discrimination.** You have a right to not be discriminated against in the Online Services or quality of Online Services you receive from us for exercising your rights. We will not discriminate against you for exercising any of your rights in this section including denying goods or Online Services, charging different prices or rates for goods or Online Services, or providing a different level of quality of goods and Online Services. However, we may offer a different price, rate, level, quality, or selection of goods or Online Services, including offering goods or services for no fee, if you have exercised your right

to opt out or the offer is related to your voluntary participation in a bona fide loyalty, rewards, premium features, discounts, or club card program.

- **Right to an Appeal.** You have the right to appeal our denial of any request you make under this Section. To exercise your right to appeal, please submit appeals request to us by either:
 - Electronic inquiry:
 - Call us: 860.295.4151
 - Write us: TRC Companies, Inc.
21 Griffin Road North
Windsor, CT 06095

Within sixty (60) days of receipt of your appeal, we will inform you in writing of any action taken or not taken in response to your appeal, including a written explanation of the reasons for the decisions. If we deny your appeal, you may contact the Connecticut Office of the Attorney General by:

- Contacting Online: <https://www.dir.ct.gov/ag/complaint/e-complaint.aspx?CheckJavaScript=1>
- Calling: The Consumer Assistance Unit at 860-808-5420.

You may make an authenticated consumer request under the CTDPA once within a twelve (12) month period. To exercise the rights described above, see the **Exercising Your Data Subject Rights (Section VIII)** section below.

2. Authorized Agent

You may use an authorized agent to submit verifiable consumer requests on your behalf. An authorized agent is a natural person or a business entity that you have authorized to act on your behalf. If you use an authorized agent, we will require: (1) proof of written permission for the authorized agent to make requests on your behalf, including through technology means, and identity verification from you; or (2) proof of power of attorney. We may deny a request from an authorized agent that does not submit proper verification proof.

3. Additional Information

To the extent permitted by applicable law, we may charge a reasonable fee to comply with your request.

VIII. EXERCISING YOUR DATA SUBJECT RIGHTS

To exercise any of the rights described above, please submit a verifiable consumer request to us via the methods described below. The verifiable consumer request must:

- Provide sufficient Information that allows us to reasonably verify you are the person about whom we collected Information, or an authorized representative; and
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

To help protect your privacy and maintain security, if you request access to or deletion of your Information, we will take steps and may require you to provide certain Information to verify your identity before granting you access to your Information or complying with your request. In addition, if you ask us to provide you with specific pieces of Information, we may require you to sign a declaration under penalty of perjury that you are the consumer whose Information is the subject of the request. Only you or your authorized agent may make a verifiable consumer request related to your Information. If you designate an authorized agent to make a request on your behalf, we may require you to provide the authorized agent written permission to do so and to verify your own identity directly with us (as described above). You may also make a verifiable consumer request on behalf of your minor child.

Electronic inquiry: PrivacyQuestions@trccompanies.com

Call us: 860.295.4151

Write us: TRC Companies, Inc.
21 Griffin Road North
Windsor, CT 06095

IX. GEOGRAPHIC LOCATION OF DATA STORAGE AND PROCESSING

Our Online Services are targeted to individuals located inside the United States, and we maintain significant operations in the United States. As such, the Online Services collect Information and process and store that Information in databases located in the United States. If you are visiting the Online Services from a country outside the United States, you should be aware that you may transfer personally identifiable Information about yourself to the United States, and that the data protection laws of the United States may not be as comprehensive as those in your own country. By visiting the Online Services and submitting any personally identifiable Information you consent to the transfer of such personally identifiable Information to the United States.

X. CHILDREN'S INFORMATION

The Online Services are intended only for users over the age of sixteen (16). If we become aware that a user is under sixteen (16) (or a higher age threshold where applicable) and has provided us with Information, we will take steps to comply with any applicable legal requirement to remove such Information. Contact us if you believe that we have mistakenly or unintentionally collected Information from a child under the age of sixteen (16). TRC does not knowingly sell or share data of users under the age of sixteen (16).

XI. DIFFICULTY ACCESSING OUR PRIVACY POLICY

Individuals with disabilities who are unable to usefully access our Privacy Policy online may contact us to inquire how they can obtain a copy of our policy in another, more easily readable format.

XII. “DO NOT TRACK” SIGNALS

We support “Do Not Track.” Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked. You can enable or disable “Do Not Track” by visiting the “Preferences” or “Settings” page of your web browser. Do Not Track is different from Global Privacy Controls (“GPC”), which may notify websites of consumers’ privacy preferences regarding the sale or sharing of personal Information, or the use of sensitive personal Information.

XIII. CHANGES TO THIS PRIVACY POLICY

We reserve the right to change, modify, or amend this Privacy Policy at any time to reflect changes in our products and service offerings, accommodate new technologies, regulatory requirements, or other purposes. If we modify our Privacy Policy, we will update the “Effective Date” and such changes will be effective upon posting. It is your obligation to check our current Privacy Policy for any changes.

XIV. HOW TO CONTACT US

If you have any questions about this Privacy Policy or the Information we have collected about you, please contact us at the following:

Electronic inquiry: PrivacyQuestions@trccompanies.com

Call us: 860.295.4151

Write us: TRC Companies, Inc.
21 Griffin Road North
Windsor, CT 06095

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