8 December 2021

Hon. Michelle L. Phillips
Secretary to the Commission
New York State Public Service Commission
Agency Building 3
Albany, NY 12223-1350

MATTER 17-02275
Triennial Registration for DER Suppliers

Dear Secretary Phillips,

I am writing to submit Triennial Registration documents under Matter 17-02275 as recently requested by Kathleen O'Riley. Please contact me if you have any questions.

Sincerely,



Jeff Irish
Executive Vice President
SunCommon
jeff.irish@suncommon.com

442 US Route 2, Waterbury VT 05676 802-882-8181

New York State Public Service Commission
Office of Consumer Services
Service Provider Contact Information

Completed forms should be submitted by fax to 518-472-8501

Date 9 December 2021

Company Name SunCommon

Service Type (Check all that apply): **Gas** ☐ **Elec** ☐ **ESCO** ☐ **Cable TV** ☐
Water ☐ **ILEC** ☐ **CLEC** ☐ **Toll Only** ☐ **Other** PV subject to UBP DERS Provider Oversight

President James Moore
Mailing Address SunCommon
442 US Route 2, Waterbury, VT 05676
Email Address james@suncommon.com
Phone Number 802-882-8144 Fax Number 866-342-7652

Vice President / Director of Customer Service Tom Berry
Mailing Address SunCommon
442 US Route 2, Waterbury, VT 05676
Email Address tom@suncommon.com
Phone Number 802-882-8690 Fax Number 866-342-7652

Primary Regulatory Complaint Manager Gary Bassett
Mailing Address SunCommon
1155 Flatbush Road, Kingston, NY 12401
Email Address gary.bassett@suncommon.com
Phone Number 845-235-3968 Fax Number 866-342-7652

Secondary Regulatory Complaint Manager Molly Bisulca
Mailing Address SunCommon
442 US Route 2, Waterbury, VT 05676
Email Address molly.bisulca@suncommon.com
Phone Number 802-398-7470 Fax Number 866-342-7652

The PSC electronically transmits consumer complaints to service providers. You must identify a fax number and/or an email address box that is shared by a group of people. (NOTE: WE WILL NOT SEND COMPLAINTS TO PERSONAL EMAIL ADDRESSES. A SHARED EMAIL ADDRESS MUST BE IDENTIFIED OR THE TRANSMISSION WILL DEFAULT TO THE FAX NUMBER) Please identify the address/es to which we should transmit our complaints:

Email: support@suncommon.com **Fax:** 866-342-7652

Solar Agreement

This agreement ("Agreement") is made between the Owner specified on the Invoice Page attached to this Agreement ("Owner") and Hudson Valley Clean Energy, Inc.,dba SunCommon (together with its successors and assignees, "SunCommon" or "Contractor") of Rhinebeck, New York, on the date when this Agreement has been signed by both parties, who agree as follows:

1. Description of System

The Contractor will furnish all of the materials and perform all of the installation work for the system as described on the Invoice Page attached to this Agreement.

The system will be located on the Owner's property specified on the Invoice Page attached to this Agreement.

The Owner understands and agrees with the System Specifications on the Invoice Page, and understands that the System is to be considered a permanent and fixed installation on the property. The Owner further agrees that any changes to the equipment specified may increase the System price and time scheduled for the installation. The Owner understands that the System is a Grid- Intertie Photovoltaic Generating System that is required by state and utility company regulations to disconnect and shut down in the event of a utility electric grid failure, and will not provide back-up power in the event of such failure.

2. Installation Schedule

As conditions of Contractor's obligations to install the System, (i) a building permit must be issued from the local authorities, (ii) the New York State Energy Research and Development Authority (NYSERDA) must approve an application for the incentive funding and (iil) the local electric utility must approve the system for installation and interconnection. The Owner understands that NYSERDA approval may take up to 90 days after the application is submitted to NYSERDA. The Contractor shall be responsible for applying for the building permit, utility interconnection, and NYSERDA incentive funding approval and the Owner agrees to cooperate as reasonably necessary with the Contractor in applying for these. If additional state or local government approvals are required, then these will be the responsibility of the Owner. Installation work by the Contractor typically commences within 30 business days of the receipt of all permit approvals. The installation of the System will be considered totally complete upon successful commission testing of the System by the Contractor. The Contractor shall not be liable for any delay due to circumstances beyond its control including delay or inability to obtain a building permit or other approvals from the local authorities, delays by NYSERDA in approving the incentive funding, unavailability of access to the Owner's property, unavailability of subcontractors or utility personnel, timeliness of customer payments, strikes, weather, casualty or unavailability of any material.

3. System Price and Schedule of Payments

The Owner is responsible for payment of the Contract Sum to the Contractor pursuant to the schedule described on the Invoice Page attached to this Agreement.

If the Contract Sum is not paid in full upon completion of the installation, the Contractor reserves the right to lock the System in a turned off, non-functioning position, and to pursue such other remedies available in law or equity. Preapproval for all financing is required in order to schedule installation of the System. If the Owner is unable to secure preapproval for financing or a building permit from the local authorities, the Contractor reserves the right to cancel this contract without recourse.

The Owner may be eligible for a New York State Tax Credit and a Federal Tax Credit as described on Invoice Page attached to this Agreement. The Owner will be solely responsible for applying for these credits and meeting any terms and conditions required by the NY State Department of Taxation and Finance and the Internal Revenue Service. The Contractor makes no representations or warranty that the Owner will receive these tax credits and has no responsibility or liability whatsoever if the Owner does not receive any tax credits. The Owner hereby agrees to consult with a tax professional to determine the applicability of these tax credits to his or her own financial situation.

4. System Energy Output and Production Guarantee

The estimated annual expected energy output of the System is specified on the Invoice Page attached to this Agreement. This energy output estimation may be adjusted after an engineering site survey and analysis are conducted by the Contractor. The Owner understands that this output is dependent on climatic conditions, which are naturally variable. Actual output of the System over any consecutive twelve-month period may be higher or lower than this number. The Owner understands that changes to the system design will change this annual expected energy output.

In the Contractor's experience, the annual energy output of a solar system in our region will vary from 90% to 110% of the expected annual average due to weather and climatic conditions. The Contractor guarantees that the energy output of the system during the first 5 years will average to be at least 90% of the estimated annual expected energy output specified on the Invoice Page ("Production Guarantee"). The Contractor's sole liability in the event of under-performance of the System will be to compensate the Owner for the difference between the actual annual output (averaged over 5 years) and 90% of the estimated annual expected energy output. Any shortfall below the 90% guarantee will be multiplied by $ _____ per kWh. In the event of System under performance, the Contractor will submit payments related to the Production Guarantee to the Owner within 90 business days of the 5th anniversary of the installation completion date.

The Owner will be responsible for monitoring the System, and acknowledges that the Contractor will not be responsible for monitoring the System by internet or otherwise. The Owner acknowledges that any of the following, or any Exclusions from Coverage referenced in Section 5 (System Limited Warranty) will result in the Production Guarantee not being applicable:The Owner fails to remove trees identified by the Contractor as being necessary for the System to deliver the estimated annual expected energy output;

- **a.** The Owner fails to remove trees identified by the Contractor as being necessary for the System to deliver the estimated annual expected energy output;
- **b.** The Owner fails to notify the Contractor in the event the System does not produce electricity for 30 days or longer;
- **c.** The Owner fails to notify the Contractor in the event that a single solar panel does not produce electricity for 30 days or longer;
- **d.** The Owner fails to provide the Contractor access to the System's monitoring and historical production data when a Contractor is notified of System under-performance; or
- **e.** The utility in which the System is located experiences an outage beyond 7 days.

5. System Limited Warranty

Details of the NYSERDA-required warranty terms are provided in NYSERDA NY-SUN documentation. Cellular Monitoring, if included, will have 5 years of data plan. The Owner must notify the Contractor within 30 days of noticing any defect. The Owner shall give the Contractor the first opportunity to make any warranty repairs within a reasonable period of time.

Exclusions from Coverage: The Contractor's warranty is limited to the actual System installed and the work done by the Contractor. This System warranty does not cover (i) intentional or accidental damage done to the System by the Owner or others, (ii) damage or failure due to acts of God, floods, storms, windstorms, lightning, fires, animals, or order or request by any federal state, or local governmental authority, (iii) problems resulting from any failure of Owner to maintain the System or the building or land on which it is

mounted, (iv) problems resulting from tampering, accident, abuse, unauthorized repairs or alterations to the System, (v) roof leaks not associated with work done by the Contractor, (vi) internet or cellular system monitoring interruptions or failures related to internet or cellular network availability or reception.

THIS LIMITED WARRANTY CONSTITUTES THE ENTIRE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGE OF ANY NATURE WHATSOEVER.

6. Insurance

The Contractor represents that it has purchased and has kept in force commercial general liability insurance, commercial automobile liability insurance and workers compensation insurance. The Contractor will provide evidence of this insurance to the Owner upon request.

7. Access to System for Inspection

The Owner agrees to make the System reasonably available for inspection and/or maintenance by the Contractor during the warranty period.

8. General Terms and Conditions

In addition, the following general provisions apply:

(a) To the extent required by law, all work shall be performed by individuals duly licensed and authorized to perform the work and in compliance with the National Electrical Code in effect at the time of installation in the State of New York. All installation and service and repair work shall be performed during normal business hours and weekends as weather permits.

(b) The Contractor may, at its discretion, engage qualified and experienced subcontractors to perform some of the Contractor's work. The Contractor will pay those subcontractors and remain responsible for the proper completion of this Contract.

(c) System design changes may be necessary due to subsequent structural engineering analysis, electrical or mechanical design issues, site specifics including shading, NYSERDA or utility requirements, or material changes. Such changes to the System will result in Change Orders. All Change Orders shall be in writing and signed by the Owner and Contractor to be accepted by both parties, and shall then be incorporated in this Agreement. The Contractor reserves the right to cancel this Agreement without recourse at any time if the Contractor believes a Change Order is required and the Owner and Contractor are unable reach agreement on and both sign the Change Order.

(d) The Contractor shall apply for a building permit for the System installation.. The Contractor will arrange for the final electrical inspection. The Contractor will assist the Owner in obtaining any additional permits, such as zoning variances or historic district approvals, but those permitting costs will be the responsibility of the Owner. The Owner will be responsible for clearing any pre-existing building, zoning or electrical code violations on the property.

(e) For rooftop systems, Total System Value includes an initial structural engineering analysis. If that initial analysis indicates the structure may not be able to support the PV system, or that additional analysis by a licensed structural engineer is required, the costs of the additional analysis and any required reinforcements will be the responsibility of the Owner

(f) The System Price assumes the Contractor will not encounter any rock or bedrock during the excavation or trenching, and will not have to drill through concrete or stone slab or foundation. The Owner agrees that if such rock is encountered or such drilling is required, the additional cost of labor, material, rental equipment or subcontractors will be an extra charge, above the Total System Value, and will be the responsibility of the Owner.

[Customer Initials]

(g) The Contractor will not be responsible for roof leaks if the pre-existing roofing system has not been installed in accordance with the roofing material manufacturer's installation instructions. For asphalt shingle roofs 2/12 pitch or shallower, these installation instructions often require the inclusion of an ice and water shield layer.

(h) The Owner agrees to let the Contractor use photographs of the System for the Contractor's marketing purposes.

(i) The Contractor will install and initiate operation of the System in compliance with all applicable distributed generation laws and rulings in effect at the time of the installation, but will have no liability whatsoever for future possible changes to such laws or rulings or their effect on the operation of the system. The Owner will be required to enter into a metering agreement with the local electric utility and the Contractor will assist the Owner in doing so.

(j) After completion of the installation of the system, the Contractor will remove all debris accumulated by the installation and rough grade over any excavation work. Rough grade establishes the approximate grade and slope of the terrain as it was prior to the start of installation, but the soil is usually coarse and not suitable for planting or mowing. The terrain may have loose rocks and there may be some settling of the earth where trenching was done, and around poles or posts. Finish grading, topsoil, fill, leveling, grading seeding, straw, driveway repair and repaving, wall repair, refinishing and painting are the responsibility of the Owner.

(k) The Owner hereby agrees to hold Contractor harmless for any dangerous condition on the Owner's property which may exist or occur during the course of the installation of the System, provided the Contractor is conforming to applicable industry standards and practices with regard to the safe installation of the System.

(l) This Agreement is the entire agreement between the Owner and the Contractor and supersedes all other oral and written communications and representations. Final design drawings will be provided by the Contractor for approval by the Owner after the engineering site survey.

(m) Any payments received from the Owner shall be deposited within (5) business days in the Contractor's escrow account held at Citizens Bank in Rhinebeck, NY.

(n) Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his or her rights to discharge a mechanic's lien.

(o) The Owner may cancel this home improvement Agreement until midnight of the third business day after the day on which the owner signed the agreement. Cancellation occurs when written or emailed notice of cancellation is given to the Contractor.

(p) This Agreement shall bind the respective parties hereto, their distributees, successors, legal representatives and assigns.

(q) Modifications to this Agreement must be made in writing and signed by both parties.

(r) If the Owner is financing the System purchase through VSECU, then, if the owner has some reason to withhold payment of the VSECU loan, they are to notify SunCommon or VSECU otherwise final payment will be transferred within 3 days of completion.

(s) The Client may have rights under the New York State Home Energy Fair Practices Act (HEFPA) and the Uniform Business Practices Distributed Energy Resources oversight. Inquiries about HEFPA and UBS-DER oversight may be made with the Department of Public Service Helpline at 1-800-342-3377 or http://www.dps.ny.gov/complaints.html.