

SI SOLAR 4233 Arthur Kill Road – Suite 2A Staten Island, NY 10309

This contract is made **«Contract\_Date»** by and between SI SOLAR hereinafter called the 'Contractor' and **«First\_Name» «Last\_Name»**, hereinafter called the 'Owner'. The contractor agrees to sell and the owner agrees to purchase a grid-tied Photovoltaic Generating System, hereinafter called the 'System'. The Contractor and the Owner for the consideration named agree as follows:

#### 1) Description of the System

The Contractor will furnish all of the materials and perform all of the installation work for the System as described below:

DC Power Rated at STC: Photovoltaic Modules: Mounting of Modules: Inverter(s): Location of Inverter & PV System Meter: Location of D/C Disconnect: Location of Utility Lockable A/C Disconnect: **«Watts» KW «Modules»** IronRidge or comparable racking Solar Edge or Enphase Near Electric Meter Near Meter Within 5 feet of utility meter

The System will be located on the Owner's property at:

«Address» «City\_State\_\_Zip»

The Owner understands and agrees to the appearances, locations and mountings as described above and understands that they are to be considered permanent and fixed installations on the property. The Owner further agrees that any changes to the mounting locations will change the system price and time schedule for the installation. The Owner understands that the System is a Grid-Tied Photovoltaic Generating System that is required by state and utility company regulation to disconnect and shut down in the event of a utility or electric grid failure, and will not provide backup power in the event of such a failure.



2) Installation Schedule:

Before the Contractor can begin the installation of the System, a building permit must be issued from the local authorities, and then the New York State Energy Research and Development Authority (NYSERDA) must approve an application for the incentive funding. This approval may take up to 214 days after the application is submitted to NYSERDA. Also, the weather must be acceptable for safety and installation quality reasons. Therefore, the installation work by the Contractor will be commenced on or about **«Commence\_»** and will be completed on or before **«Completed»**. After the installation work is completed by the Contractor, a commissioning test must be scheduled and completed by the local electric utility. The installation of the System will be considered totally complete upon successful acceptance testing of the System by the local electric utility. The Contractor shall not be liable for any delay due to circumstances beyond its control including unavailability of access to the Owner's property, unavailability of subcontractors or utility personnel, strikes, weather, casualty or general unavailability of materials.

#### 3) Contract Price and Schedule of Payments

Total System Price	«Sys_Cost»
Less estimated NYSERDA Incentive:	<u>«NYS Rebate»</u>
Total Contract Price:	<u>«Total_Contract_Cost»</u>
Less estimated Federal Tax Credit*:	«Fed_Tax_Credit»
Less estimated NY State Tax Credit*:	«NYS_Tax_Credit»
Less estimated Property Tax Abatement*:	<u>«Tax Abatement»</u>
Net Price to the Owner:	<u>«Net_Price_to_Owner»</u>

The Contractor is an Eligible Installer #05075 under the NYSERDA PON-2112 and is eligible to receive the NYSERDA incentive shown above. This NYSERDA incentive rebate will be 100% passed on to the Owner, thus reducing the Total System Price to the Total Contract Price as shown above. If, for any reason, the NYSERDA incentive rebate is not approved, the Owner or Contractor may terminate this agreement before the start of the installation and any payments made by the Owner to the Contractor will be refunded minus an administration fee of \$500.00.



The Owner is responsible for payment of the Total Contract Price to the Contractor. A **deposit payment of \$«deposit»** is due at signing and will be credited towards the customer's account. The **2**<sup>nd</sup> **Installment payment of \$«Enerbank»** is due at permitting. The **3**<sup>rd</sup> **payment of \$«M\_3rd\_Payment»** or 100% of the remaining balance is to be paid upon completion of the installation as defined in article 2 above. If the total Contract Price is not paid in full upon the total completion of the installation, the Contractor reserves the right to lock the system in a turned-off, non-functioning position, and pursue any other remedies, until full payment is received.

\*The Owner will be solely responsible for applying for these credits/abatements and meeting any terms and conditions required by the Internal Revenue Service, NY State and NY City Department of Taxation and Finance. The Contractor will have no responsibility or liability whatsoever for the Owner not receiving the credits, or for the continuing availability of the credits from the Federal, State, and Local governments.

## 4) System Energy Output

The annual expected energy output of the system is **«KWH» kWh**. The Owner understands that this output is dependent on climatic conditions which are naturally variable, and therefore the actual output of the System to cover any consecutive 12-month period may be higher or lower than this number.

## 5) System Warranty

The Contractor warrants the full System for ten (10) years from the date of the completed installation. The warranty covers all components of the System against breakdown or degradation in the electrical output of more than ten percent from their original rated electrical output. The warranty covers the full cost, including labor, repair or replacement of defective components or sub-components of the System.

## 6) System Cost Breakdown

NYSERDA requires that the Contractor provide the Owner with estimated cost data for the major components of the System. The Total System Price in Article 3 above is comprised of the following estimated major customer cost elements:



PV Modules Inverter(s) Balance of System Material Purchased Services, Labor, Insurance, Overhead Total System Price «PV\_Modules» «Inverters» «Balance» <u>«Purchased Service»</u> «Total System Price»

## 7) Insurance

The Contractor represents that it has purchased and 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.

## 8) Access to System for Inspections and Meter Readings

Upon reasonable request and notification, the Owner will make the System available for inspection by the New York State Energy Research and Development Authority. The Owner will make the System reasonably available for inspection and/or maintenance by the Contractor during the 5-year warranty period.

## 9) Other NYSERDA Terms & Conditions

NYSERDA's web-site www.ny-sun.ny.gov contains information on the NYSERDA and the funding program under which support for this System will be requested. Neither NYSERDA nor the State of New York: (1) endorse any Eligible Installer; or (2) guaranty, warranty, or in any way represent or assume liability for any work proposed or carried out by an Eligible Installer. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installing of any PV System is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements or industry standards. NYSERDA does not make any representation of any kind regarding the results to be achieved by the PV System or the adequacy or safety of such measures. NYSERDA will not make any payments of the incentive rebate to the Contractor without proof that all required permits and approvals have been obtained. The Owner agrees to assign the incentive rebate to the Contractor without proof that all required permits and approvals have been obtained. The Owner agrees to assign the incentive rebate to the Contractor without proof that all required permits and approvals has been obtained. The Owner agrees to collaborate with NYSERDA's Director of Communications should they prepare any press release or plan any news conference related to the PV System.



10) General Terms & Conditions

In addition, the following general provisions apply:

(a) All work shall be completed in compliance with all building codes and other applicable laws, including but not limited to the New York State Building Code and the National Electric Code. All components will be UL, or CSA, or ETL or similarly listed as required by the NEC.

(b) To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform the work.

(c) The Contractor may at its discretion engage subcontractors to perform work hereunder, and the Contractor will fully pay such subcontractors and all instances remain responsible for the proper completion of this contract.

(d) All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become a part of the herein contract.

(e) If this is a ground mount system or otherwise requires excavation, the Owner agrees that the above pricing assumes the Contractor will not encounter excessive rock or any bedrock during the excavation. The Owner further agrees that if such rock is encountered, the additional cost of labor, material and rental equipment to remove or work around it will be an extra charge, above the Total Contract Price as stated in Article 3, and will be the responsibility of the Owner.

(f) The efficiency of the system will be based upon the exposure to direct sunlight. If the property has trees or other obstacles that will interfere to the degree that it does not comply with the NYSERDA Program requirements, all tree trimming and/or removal is the personal financial responsibility of the Owner. Estimated System production can be reduced if shading exists.

(g) 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.

(h) 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. Finish grading and the addition of the new topsoil may be performed by the contractor, but if so, will be an extra charge of time, material and rental equipment.

(i) Owner hereby agrees to hold Contractor harmless for any dangerous condition on Owner's property which may occur during the course of the installation of the system.

(j) All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.

(k) This agreement is the entire agreement between parties and supersedes all other oral and written communications and representations.



(I) This agreement shall bind the respective parties hereto, their distributees, successors, and legal representations.

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

You may cancel this transaction, without any penalty or obligation, within three business days from the date noted below. If you cancel, any property traded in, any payments made by you are under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and then fail to do so, then you remain liable for performance of all obligations under this contract.

Signed:

OWNER 1

CONTRACTOR

OWNER 2

DATE

OWNER 3

DATE



Installment Purchase Option Election (check "Yes" below, if this option has been elected by Owner. If "Yes" is not checked and initialed by Owner, or "No" has been checked and initialed by Owner, Owner shall be deemed to <u>not</u> have elected the Installment Purchase Option):

- \_\_\_\_Yes (\_\_\_\_\_Owner's initials)
- \_\_\_ No (\_\_\_\_ Owner's initials)



TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE OR SEND A TELEGRAM TO:

Frank Ficazzola SI SOLAR 4233 Arthur Kill Road – Suite 2D Staten Island, NY 10309

NOT LATER THAN MIDNIGHT OF \_\_\_\_\_

\*I HEREBY CANCEL THIS TRANSACTION:

**BUYER'S SIGNATURE** 

DATE

NY-Sun Incentive Program



Please check appropriate box below.

\_\_\_\_\_This Agreement is related to a PV project receiving incentive funding under the NY-Sun Residential & Nonresidential Incentive Program

\_\_\_\_\_This Agreement is related to a PV project receiving incentive funding under the NY-Sun Commercial & Industrial Incentive Program

All Participating Contractors must incorporate this Addendum into the agreement between the Contractor and Customer (Agreement) for each PV project receiving incentives.

The following terms will apply to <u>all</u> NY-Sun supported PV projects under the Residential & Nonresidential Program or Commercial & Industrial Program:

**Attorney Consultation:** The Agreement to which this Addendum is attached and made part is a legally binding document; you may wish to consult with an attorney before signing.

**Conflicting Terms**: In the event of a conflict between the terms in any other contractual instrument between the Contractor and Customer and the terms of this Addendum, the terms of this Addendum shall control.

**Assumption of Responsibilities**: Should the Contractor or owner of the PV System, including any associated energy storage system installed under the NY-Sun Program, sell or transfer ownership of the PV System, including, if applicable, the associated energy storage system, during the term of the Agreement, the Contractor/owner agrees that it will alert Customer in advance of such transfer or sale, and that, during the duration of the term of the Agreement, either: (1) the Contractor will remain responsible to the Customer for all obligations and responsibilities stated herein, or (2) under the agreement of sale the buyer will assume all responsibilities to Customer stated herein, if applicable.

**Incentives:** Incentives are only available for the installation of new grid-connected PV Systems and energy storage systems that have not been installed (partially or completely) prior to the Project Application achieving a status of "Approved," as determined by NYSERDA. Incentives are reserved at the incentive level designated in the MW block in effect at the time of application submission. Incentives will not be provided directly to Customers but are paid to the Contractor, who must apply the entire approved amount to the Customer's cost via a corresponding reduction in Customer's Total System Cost or total payments. The Contractor is required to disclose the full amount of the NYSERDA incentive to the end-use customer. The Contractor is not permitted to collect the value of the incentive upfront and reimburse the customer upon completion of the project, or upon receipt of the NYSERDA incentive. Nonresidential projects may request a payment be made to another entity at time of application submission only. The Project Invoice will be submitted by the Contractor or Builder once the system has been installed and interconnected.

**Customer Agreement:** If the Agreement includes an energy storage system, such Agreement must contain a provision whereby Contractor describes how the Storage System will perform in the event of a power outage and how the Storage System will provide backup power. At a minimum, the Agreement shall include a statement that the Storage System will not power the customer's entire home in the event of a power outage and shall describe: (1) the percentage of charge the Storage System will draw

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from a paired PV System; (2) how many electrical circuits or appliances the Storage System can provide backup power for and at what amperages; (3) any reserve levels Contractor will establish for the Storage System; and (4) whether and how the Contractor may or will administer and operate the Storage System to optimize the customer's home energy production and consumption and/or for demand response or other utility-based programs.

**Inspection/Reporting/Commissioning**: For quality control purposes, all parties including the Customers must provide NYSERDA or its representative with reasonable access to the PV System, including any associated energy storage system installed under the NY-Sun Program, in order to conduct site inspections or remote monitoring services. Final incentive payment may be contingent on NYSERDA inspection of the installed PV System and/or energy storage system.

**Publicity and Site Events**: Customers and Contractors are required to collaborate with NYSERDA's Director of Communications should they prepare any press release or plan any news conference related to the PV System and if applicable, the energy storage system. NYSERDA is authorized to use PV System and energy storage system photographs in brochures, on its website, and in other print materials.

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

**Net Metering**: Customers are encouraged to consult with their local utility regarding eligibility for net metering.

**Consumer Information**: New York consumers and customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information: <u>www.ag.ny.gov</u>

The NYS Consumer Protection Board offers additional information with the following publications: <a href="https://www.dos.ny.gov/consumerprotection/publications.html">www.dos.ny.gov/consumerprotection/publications.html</a>

Customer authorizes NYSERDA to add Customer to the mailing lists and to share Customer's information with New York State government and other entities doing business on NYSERDA's behalf. Customer reserves the right to unsubscribe at any time.

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

**Disclaimer:** The Customer understands that neither NYSERDA nor the State of New York: (1) endorse any Contractor; or (2) guarantee, warranty, or in any way represent or assume liability for any work proposed or carried out by a Contractor or Installer. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any solar electric generation system, including if applicable, any energy storage system, is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does

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not make any representations of any kind regarding the results to be achieved by the solar generation systems, including if applicable, any energy storage system, or the adequacy or safety of such measures.

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

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

**Approved System Design:** NYSERDA may review the design of the PV System, including if applicable, any energy storage system, considering issues including, but not limited to, system layout, orientation, shading, expected output, etc. NYSERDA approval of the Project Application is contingent on adherence to the proposed system design. Contractors/Builders must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be revoked.

**System Warranty for Purchase Agreements:** The Contractor shall offer a full, transferable warranty to the purchaser of the PV System installed under this Customer Purchase Agreement for a period of five (5) years after the Contractor has completed the installation and NYSERDA's final approval has been provided. This warranty covers all components of the generating system against breakdown or degradation in electrical output of more than 10% from the original rated electrical output. This warranty shall cover the full cost, including labor, repair, and replacement of defective components or systems. The contractor shall provide warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer. Warranty service requests shall be responded to within 72 hours and repairs shall be completed within 30 days. Storage equipment must consist of commercial products carrying at least a 10-year manufacturer warranty. The warranty must cover the entire energy storage system including ancillary equipment and power electronics. The Contractor shall provide the customer with information on any additional or extended warranties that may be applicable.

**Production Warranty for PPA/Leases:** The Contractor shall offer a production guarantee to the Customer for the initial term of this Agreement, at a minimum. This production guarantee will provide the Customer with compensation if the system produces less than the guaranteed output as specified in the PPA or lease agreement. Guaranteed output may not allow cumulative degradation in electrical output of more than 1% per year from the original rated electrical output for the initial term of this agreement. Under no circumstance will the Customer be responsible for any labor and repair or replacement costs of defective components or systems over the initial term of this Agreement. Should the Customer sell the property at which the solar facility is located, the production guarantee is fully transferrable to a new lessee, consistent with the terms of the lease or PPA.



# The following term will apply ONLY to NY-Sun supported PV projects under the Commercial & Industrial Program:

**Commercial & Industrial Energy Assessment:** The Contractor will provide building owners with information on benchmarking tools, such as ENERGY STAR's portfolio manager benchmarking tool or other equivalent tool. If requested by the building owner, the Contractor or Builder will help input utility bill information in the tool in order calculate an energy use index and, where applicable, an ENERGY STAR score. Customers will not be required to benchmark or implement energy efficiency upgrades as a pre-requisite for receiving the standard NY-Sun incentive.

**PV System Completion/Commissioning**: The Contractor agrees to complete the installation of the PV system, and request all necessary inspections, within 912 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Contractor will be required to return any and all incentive payments to NYSERDA if this milestone is not met.

# The following terms will apply ONLY to NY-Sun supported PV projects under the Residential & Nonresidential Program:

**System Losses:** All potential system output losses (after all equipment loses are applied) associated with shading, system orientation, tilt angle, etc. may not exceed 20% of optimal system output to receive the full incentive. Such losses must be detailed in each application package using industry accepted shading and orientation tools, verifiable assumptions and calculations. Systems with losses greater than 20% of optimal output due to shading and orientation issues may be considered on a case-by-case basis. However, any available incentives for these systems will be prorated by output loss. In cases where trees or any other obstruction must be removed or moved in order to meet the program rules, incentive payments will not be made until a new shading analysis and photos, verifying that the obstruction(s) have been removed are reviewed and approved by NYSERDA. Any trees or obstructions must be clearly labeled in the site map.

**Green Jobs Green New York (GJGNY) Financing:** Should an eligible residential customer who chooses to access GJGNY financing for their PV system project be unable to proceed with installation of the PV system, due to either the system not meeting the Program's eligibility requirements, or the customer is denied low-interest financing through GJGNY, the customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to /Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the /Contractor.

**PV system completion/commissioning**: The Contractor agrees to complete the installation of the PV system, and request all necessary inspections, within 365 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Contractor will be required to return any and all incentive payments to NYSERDA if this milestone has not been met.

**Residential Clipboard Energy Efficiency Assessment**: The Contractor agrees to complete a clipboard energy efficiency assessment consisting of two main components: an interview of the home owners to determine energy-use habits, and identify energy-saving opportunities, especially low- and no-cost measures that could reduce the electricity load of the residence. The Participating Contractor will review assessment results with the homeowner and provide the homeowner with a copy of the assessment report.

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Customers will not be required to implement energy efficiency upgrades as a pre-requisite to receiving the standard NY-Sun incentive, except as required for projects receiving the Affordable Solar residential added incentive.

For projects receiving the Affordable Solar additional incentive, the Contractor and the Customer are required to attest on the application that lighting and water efficiency measures are installed at the residence, meeting the requirements outlined for the Affordable Solar incentive in the NY-Sun Program Manual.

**Nonresidential Energy Assessment:** The Contractor will provide building owners with information on benchmarking tools, such as ENERGY STAR's portfolio manager benchmarking tool or other equivalent tool. If requested by the building owner, the Contractor or Builder will help input utility bill information in the tool in order calculate an energy use index and, where applicable, an ENERGY STAR score. Customers will not be required to benchmark or implement energy efficiency upgrades as a pre-requisite for receiving the standard NY-Sun incentive.

Affordable Solar Incentive – Contract Requirements: Contracts for PPA/lease projects receiving the Affordable Solar additional incentive shall not contain price escalators over the life of the agreement, and all projects receiving this incentive shall provide a cost savings to the customer over the life of the agreement, as documented by the Affordable Solar Residential Project Screening Tool included in the incentive application.

Contracts for PPA/lease projects participating in the TPO Pilot must reflect that the following requirements are met:

- The project is financed through a fully prepaid lease or PPA, with no outstanding financial obligation to the customer beyond the GJGNY loan.
- The project must provide annual customer cost savings of at least 50% per kWh for the lifetime of the GJGNY loan, as documented in the GJGNY pro-forma tool submitted with the incentive application.
- TPO Pilot projects must not exceed a GJGNY loan size of \$6,000.

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

**Statement of Acknowledgement**: By signing, all parties acknowledge that they have read and understand all of the above information and requirements and agree to abide by them.

**Contractor**: By signing below, the Contractor confirms that there is a fully-executed Agreement to install the PV project, and if applicable, the energy storage system, that has been signed by both Contractor and Customer and that the costs and incentives stated on the NYSERDA approved application for incentive funding are complete and accurate. The Contractor is responsible for keeping this document on file. NYSERDA may request, at any time, that a signed copy of this addendum be provided. Contractor further attests that the customer signature appearing below is the true and genuine signature of the customer and that it was affixed to this document on the date indicated.

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Print Customer Name	
Customer Signature	Date
Contractor Company Name	
Contractor Name (Print)	
Contractor Signature	Date