

New Leaf Solar LLC

Sales Contract 218 Vineyard Rd Ticonderoga, NY 12883 (845) 489-7549 Garrett@newleafsolarny.com

This contract is made September 2020 by and between New Leaf Solar LLC, hereinafter called "Contractor", and (______), hereinafter called "System Owner". The Contractor agrees to sell and the System owner agrees to purchase a Grid-tied Photovoltaic Generating System, herein called the "System". The Contractor and System Owner for the considerations named agree as follows:

1. System Description:

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

DC Rated Power at STC	kW	Inverter(s)	
Photovoltaic Modules		Location of the inverter(s)	
Location of modules		Location of DC Disconnect	
Array 1		Location of PV system disconnect	

Additional provisions: _____

The System will be located installed at: ______ The System Owner's mailing address: ______

The System Owner agrees to locations of equipment, appearance, and mountings as described above. The System Owner also agrees that any changes to the System will require a change-order signed by the System owner and contractor and may increase the System price. The System Owner understands that the System is a Grid-tied Photovoltaic Generating system that is required by state and utility company regulations to shut down and disconnect in the event of a utility electric grid failure, and will not supply back-up power during grid failures.

2. Installation schedule:

Constraints to the Contractor's obligation to install the System are, (i) obtain a building permit issued from the local authorities, and (ii) obtaining utility approval to interconnect the System. (iii) NYSERDA approval. The Contractor shall be responsible for applying for the building permit and the system Owner agrees to cooperate as reasonably necessary with the Contractor in applying for the permit. Installation work will commence around _____ and will be complete _____.

3. Contract Price and Schedule of Payments:

Labor Inverter(s) Purchased services, overhead, Balance of System Materials Modules	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Total System Cost	<u>\$0.00</u>
NYSERDA Incentive	- <u>\$0.00</u>
Contract Price	\$0.00

The System Owner is responsible for payment of the Total Contract Price, pursuant to the following schedule:

Deposit	Non-refundable engineering fee	\$1,000.00_
First payment	Due upon building permit issued & major parts delivered to site	\$ <u>0.00</u>
Second payment	Due upon roof racking & inverter Installed	_\$ <u>0.00</u> _
Third Payment	Due upon third party electrical inspection	<u>\$0.00</u>
Final payment	Due upon utility Net Meter installed	_\$ <u>0.00</u> _

If the Total System Contract Price is not paid in full upon completion of the installation and passing a 3rd party electrical inspection, the Contractor reserves the right to lock the System in an turned-off, non-functioning position, and to pursue such other remedies available in law or equity.

4. Tax Credits:

The System Owner may be eligible for a Federal Tax Credit of up to <u>\$0.00</u> and a <u>\$0.00</u> New York State tax credit. The System Owner will be solely responsible for applying for these credits and meeting any terms and conditions required by the IRS. The System Owner should consult a tax professional to determine the applicability of tax credits based on the System Owner's financial situation.

5. System Energy Output

The estimated annual energy output of the system is _0000_ kWh. Energy output of the system will vary depending on the time of year and weather conditions which are naturally varying. Actual System output on an annual basis may be higher or lower than this estimate. The System Owner understands that changes to the System design and shading will change this annual expected output. The Systems kWh production has been reduced ___% due to shading and ___% due to orientation and pitch.

6. Warranties

The solar modules will have a 25 year warranty from their manufacturer. The inverter(s) warranty will have a 25 year warranty and a standard 25 year warranty on the roof-mounted DC-DC optimizers. Contractor will provide a 5 year workmanship warranty on all materials installed, including roof penetration. System owners must notify the Contractor of defects with-in the first 5 days of knowledge of the defect. The

System Owner shall give the Contractor the first opportunity to make any warranty repairs within a reasonable period of time.

7. Insurance

The contractor has in place general liability insurance. Upon request the contractor can add System Owners as "additionally insured".

8. General terms and Conditions

- (a) To the extent required by law, all work shall be performed by individuals authorized to perform the work and in compliance with the National Electric Code in effect at the time of installation in New York.
- (b) The Contractor may, at its discretion, engage 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) Change orders will be in writing and accepted by both parties, and shall be incorporated in and become a part of this contract.
- (d) The Contractor will arrange and pay the fee for the 3rd party electrical inspection.
- (e) The Contractor will apply and pay the fee for the standard building permit. Any additional permits, zoning variances, environmental studies will be the responsibility of the System Owner to pay.
- (f) The Contractor will initiate the operation of the System in compliance with all applicable distributed generation laws and rulings in effect at the time of the installation. The System Owner will be required to enter into a metering agreement with the local electric utility and the Contractor will assist the System Owner in doing so.
- (g) After the installation is complete, all debris accumulated by the installation will be removed.
- (h) The Systems' performance shall be defined as "normal" while operating between 90%-110% of estimated, when all DC optimizers and the inverter are operating, and while factoring in the modules' annual degradation rate. Factors beyond the control of the Contractor are, increased tree shading and accelerated module degradation. Contractor will perform a site visit to verify if the System is in good working order, and take shading measurements should the System fail to produce up to 90% of estimated energy production while DC optimizers and inverters are operating correctly. System output measurements should be taken after 12 months of operation.
- (i) The Client may have rights under the New York State Home Energy Fair Practices Act (HEFPA). Inquiries about HEFPA may be made with the Department of Public Service. For consumer complaints that cannot be resolved with the company, you may contact the New York State Department of Public Service (DPS). DPS complaints may be directed as follows: Website: www.dps.ny.gov/complaints, Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a -4:00p), or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223.
- (j) The Agreement is the entire agreement between the System Owner and the Contractor and supersedes all other oral or written communications and representations.

System Owner(s) signature

New Leaf Solar LLC Signature

Date

Date

Module layout:

System Owner(s) signature

Date



New Leaf Solar LLC

218 Vineyard Rd Ticonderoga NY 12883 | newleafsolarny.com | (845) 489-7549

Generation System Disclosure Form		
Customer	Name, service address, Ticonderoga, NY 12883, email address.	
Information Distribution Utility	Your electric utility is National Grid.	
Overview	This document describes your solar sales contract. In the event that the terms in this statement conflict with the terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.	
	Under the terms of your sales contract, you will be purchasing a solar electric system which will be installed on your roof. You will own this system.	
Price, Fees, and Charges	Section 3 of your Sales Contract details the payment schedule, incentives, and pricing. A deposit of \$1,000.00 to conduct an engineering study has been received and credited towards the total system cost. New Leaf Solar will apply for and receive the NYSERDA incentive of \$1,024.00 outlined in section 3 of the Sales Contract. The funds will be used to reduce the Total System Cost. Upon New Leaf Solar receiving the NYSERDA incentive funds, you will be responsible for paying the remaining balance which is the Contract Price of \$14,200.00. Depending on your NYS tax liability, you may be eligible for a New York State Income Tax Credit and a Federal Income Tax Credit. Please consult your tax advisor to determine if you may utilize these tax incentives. The NYS Income Tax Credit for your system is \$3,550 which is 25% of the contract price. The cap is \$5,000.00. Your Federal Income Tax Credit is \$3,692.00 which is equal to 26% of the Contract Price. You are responsible for applying for these two tax credits. The tax credit funds are credited to you, from NYS and Fed governments.	
Installation	The ground mounted solar system will be installed in the location agreed upon in section 1 of the Sales Contract. The estimated installation is to start and finish between June and July, 2021. As section 2 of your Sales Contract describes, these dates may change. Upon completion, New Leaf Solar is responsible for obtaining final interconnection permissions from the utility.	
System Size and Generation	Your system includes 9 Q-Peak DUO-G5 325 watt modules (2.925 kW system size), estimated to produce 3,644 kilowatt-hours of electricity per year. The modules are warrantied by the manufacturer to produce 98.0% of nominal power during the first year. Thereafter, maximum of .54% annual degradation. 93.1% of nominal power after 10 years. At least 85% of nominal power up to 25 years. The system life span is a minimum of 25 years. Your modules will be capable of producing 276 watts at the end of year 25. Your Solaredge HD-Wave solar inverter is warrantied for 25 years.	
Maintenance and Repairs	New Leaf Solar will resolve, at no additional cost, system issues that occur within 5 years of turning the system on due to improper workmanship and installation practices. Roof leaks caused by the solar attachment points, wiring, equipment boxes, conduit are covered under this 5 year term.	
	If any issues arise from manufacturing defects on any of the system components used in the system such as modules, inverters, racking and electrical boxes, New Leaf Solar's obligation may be limited to removing the defective parts. If New Leaf Solar is not responsible for the defective parts, you, the system owner, may be required to cover the actual replacement costs if the manufacturer doesn't honor their warranty.	

Roof Warranty	The roof warranty provided by New Leaf Solar is as follows: All roof attachments will be properly installed per the manufacturers recommendations and will be raintight. All roof attachments and penetrations will be watertight for a period of 5 years and free from leaks within a 4" radius around the penetration. Exclusions include roof attachments installed in an area of the roof subject to ice damming. Solar will not help resolve existing ice damming issues. These penetrations will not be covered under this Roof Warranty.
Length of Agreement and End of Contract Term	Upon completion of the installation and the system is paid in full, and all approvals have been received by all governing agencies, you will own the solar system being installed. The end of the contract term terminates 5 years after the date the system is commissioned.
Early Termination and Selling Your Property	If, at any time prior to or during the installation, circumstances change, you or New Leaf Solar may cancel the Sales Contract. If applicable, a refund may be paid but less than the actual costs incurred. The \$1,000.00 Engineering Deposit is not refundable.
	If the property is sold, the solar system will be transferred to the new owner(s) automatically. New Leaf Solar only asks to have the new owner's contact info so we may service the system if needed. All warranties will transfer to the new owner(s). No transfer papers are needed to be signed to sell the property with solar on it.
	The system may be uninstalled and reinstalled but shall not leave New York State prior to operating less than 5 years.
Estimated Benefits	Your solar system will generate on average 3,644 kWhs annually. The electricity will be net metered through a new Net Meter which will be installed by the utility. The system output will directly reduce the kWhs you are consuming from the utility. Each kWh produced will reduce both the supply and delivery charges you incur on your utility bill.
Guarantees	This contract does not guarantee a minimum level of system performance or production of energy. This contract does not guarantee saving.
Data Sharing and Privacy	New Leaf Solar will not request any data from the electric utility. All utility information will be sent from you, to New Leaf solar to complete necessary paperwork.
Policy	New Leaf Solar may take photos on site during, before, and after the installation. Photos may be used for marketing, posted on the company website, and shared with NYSERDA. System owner agrees that participation in any website or publication made by New Leaf Solar bestows no rights of ownership.
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying the Provider at (845) 489-7549, hello@newleafsolarny.com.
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html.
Other Important Terms	If the agreed upon Contract Price detailed in section 3 of the contract is not paid in-full, New Leaf Solar will place a lien on the property until the amount due is paid.
Preparer Name	Garrett Lee

Signature of Authorized Company Official or Representative: Date:

Signature of Customer: Date:

NY-Sun Incentive Program



Please check appropriate box below.

<u>X</u> 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 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;

NY-Sun Incentive Program



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: www.dos.ny.gov/consumerprotection/publications.html

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 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.

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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

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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 prerequisite 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. Customers will not be required to implement energy efficiency upgrades as a pre-requisite to receiving the standard NY-Sun incentive.

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

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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 <u>http://www.dec.ny.gov/lands/5341.html</u> This Agreement may also be the federal Consumer Leasing USC subject to Act (15 1667 et. seq). 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.

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