On-Site Wind Turbine Incentive Program
Program Opportunity Notice (PON) 2439
$13,800,000 Available
REVISED December 2015

Applications accepted from January 1, 2012 through February 29, 2016 by 5:00 PM Eastern Time

SUMMARY OF REVISIONS

The following changes have been made to PON 2439:

- Program Opportunity Notice (PON) 2439 has been extended until **February 29, 2016**

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$13,800,000 Available

Applications accepted from January 1, 2012 through February 29, 2016 by 5:00 PM Eastern Time

NYSERDA announces the availability of approximately $13.8 million in incentives to encourage the installation of end-use wind energy systems for residential, commercial, institutional or government use. The incentives, of up to $1,000,000 per site/customer, will be paid to Eligible Installers who install new approved grid-connected wind energy systems using qualified equipment, in accordance with the eligibility requirements described below. The maximum equipment size shall be 2 MW (2,000 kW) per site/customer. NYSERDA's incentive shall not exceed 50% of the total installed cost of the system. The program will continue through February 29, 2016 or until funds are fully committed, whichever comes first.

Incentives are intended to benefit both the installer for business development, and the wind energy system owner, where generated power offsets the customer's utility power purchases. Eligible Installers must pass incentives, in their entirety, through to their customers. Incentives will be based on the predicted annual output of the wind energy system, on the proposed tower, at the proposed site, as determined by a NYSERDA-approved wind resource assessment tool. Visit http://www.nyserda.ny.gov/Energy-Efficiency-and-Renewable-Programs/Renewables/Small-Wind/NYSERDAs-Program.aspx for more details. System designs and annual energy estimates will be reviewed prior to the approval of incentive applications, and systems may be inspected during and following installations. Incentives will not be approved for wind energy systems that are already completely or partially installed prior to approval.

Installers must be approved by NYSERDA before they may submit an application on behalf of a customer. Installer eligibility will be determined for specific equipment and based on professional experience, company history, and installer credentialing. A list of Eligible Installers is posted on http://nyserda.ny.gov/Contractors/Find-a-Contractor/Wind-Installers.aspx. All Eligible Installers receive a letter from NYSERDA that attests to their eligibility to participate in this program.

Individuals or organizations interested in purchasing a wind energy system should first visit the New York State Small Wind Explorer (http://nyswe.awstruepower.com/) to see the wind energy potential at their site. Generally, NYSERDA does not recommend wind energy systems for sites where the "Wind Energy Potential," as shown on the Customer Report, is "Very Poor."

The application forms for this program are available directly from NYSERDA at http://nyserda.ny.gov/Funding-Opportunities/Current-Funding-Opportunities/PON-2439-On-Site-Wind-Turbine-Incentive-Program.aspx, by contacting NYSERDA at 1-866-NYSERDA, or at info@nyserda.ny.gov. Completed application forms for incentives for specific installations by Eligible Installers will be processed and approved, until funds are fully committed, under the conditions outlined below. Completed application forms for eligibility as an installer will not be accepted after September 30, 2015. Applications for the qualification of wind turbines will be accepted at any time throughout the duration of this program.

Application Submission: Completed application forms must be clearly labeled, contain all required information, have original signatures, and be mailed to:

New York State Energy Research and Development Authority
PON 2439 Wind
17 Columbia Circle
Albany, NY 12203-6399

Envelopes must be addressed as indicated above or processing may be delayed.

Installers may direct any questions to 1-866-NYSERDA, 518-862-1090 or smallwind@nyserda.ny.gov. Please indicate that you are calling in reference to PON 2439.

*Late, incomplete, or unsigned applications will be returned. Faxed applications will not be accepted. Applications to become an Eligible Installer or to have a wind turbine listed for eligibility may be e-mailed. Applications will not be accepted at any other NYSERDA location other than the address above. If changes are made to this solicitation, notification will be posted on NYSERDA's website at http://www.nyserda.ny.gov/.

I. INTRODUCTION

Wind energy contributes to the public benefit by enhancing the reliability of the electricity grid, reducing peak electric demand, increasing in-state electricity generation, increasing the diversity of the state's energy supply portfolio, and making the electric supply market more competitive by promoting consumer choice. An on-site wind energy system is connected on the customer's side of the electric meter and electricity generated by the system offsets the customer's electricity purchases.

This program provides incentives to Eligible Installers who install approved, grid-connected, on-site wind energy systems. Incentives must be passed on in their entirety to the customer. The program will accept applications for eligibility from installers who would like to participate in the program until September 30, 2015, and will accept applications continuously from wind turbine manufacturers who would like to have their wind turbines listed as eligible to receive funding. Once eligible, installers may reserve incentives for approved wind energy systems, for specific customers, until February 29, 2016 or for as long as funds are available.

To be eligible to install wind energy systems under this program, installers must demonstrate that they have adequate training **and** experience installing wind energy systems, including wind turbines and towers, and must be authorized by the wind turbine manufacturer or distributor to be an installer of the Eligible Wind Turbine.

NYSERDA provides complementary programs that encourage companies, organizations, and individuals to enter or improve their position in the sustainable marketplace. Visit the Funding Opportunities page on NYSERDA's web-site (http://www.nyserda.ny.gov) or call 866-NYSERDA for more information. NYSERDA has developed installer training programs to educate and expand New York's wind installer community. Training opportunities will be posted at: http://nyserda.ny.gov/Program-Areas/Energy-Education-and-Workforce-Development/Workforce-Development-and-Training-Programs.aspx.
Individuals, companies, or organizations interested in purchasing a wind turbine should first visit http://www.nyserda.ny.gov/Energy-Efficiency-and-Renewable-Programs/Renewables/Small-Wind/NYSERDAs-Program.aspx to see the wind energy potential at the site. If the Wind Energy Potential is Very Poor, a wind energy system is not recommended for this location.

II. FUNDING, ELIGIBLE CUSTOMERS, INCENTIVES, LIMITATIONS

A. Program Funding

In an Order issued on April 2, 2010, the NYS Public Service Commission authorized and provided funding for the continuation of the Renewable Portfolio Standard (RPS) Program's Customer-Sited Tier (CST), including the "small wind" program, through 2015. The Order required NYSERDA to develop, in consultation with Department of Public Service (DPS) Staff, a revised CST Operating Plan reflecting various program provisions as described by the Commission.

Another Order issued on September 19, 2011 required NYSERDA to establish an appropriate mechanism to ensure that the smallest-sized wind turbines continue to have funding opportunities. For purposes of this set-aside, a small wind turbine shall be defined as a wind turbine with a rotor swept area of 200 meters squared or less. In accordance with this Order, the program's annual budget will include funds specifically dedicated (set-aside) for small wind turbines.

A third Order, issued on February 14, 2013, authorized an increase in the per project funding cap from $400,000 to $1,000,000.

Approximately $13.8 million is available for incentives to install approved wind energy turbines for Eligible Customers as defined below. Funding is allocated on a calendar year basis and is expected to be available through February 29, 2016 or until funds are fully committed, whichever comes first.

The annual budgets allocated to the program including the small wind turbine set-aside are as follows:

Year	Budget*	Small Wind Turbine Set-Aside*	General Fund*
2012	$2.9	$1.0	$1.9
2013	$3.1	$1.2	$1.9
2014	$3.8	$1.6	$2.2
2015	$4.0	$1.8	$2.2
Total	$13.8	$5.6	$8.2

* Dollars are in millions

During the first nine months of each year, the Set-Aside will be available exclusively for small wind turbines. If the Set-Aside is exhausted and there is uncommitted funding remaining in the General Fund pool, a small wind turbine project may use funds from the General Fund. Wind turbines not designated as small wind turbines may use funds only from the General Fund. During the last quarter of each calendar year, any Set-Aside funds not already committed will be rolled into the General Fund and therefore available for any size on-site wind turbine application. When there is insufficient funding available to support an application, it and subsequent applications for which funds are insufficient will be placed in a queue until funding becomes available. In general, this will be first-come, first-served with queue position determined based on the date that complete materials were received by NYSERDA.

Projects eligible under this RPS CST Program may also be eligible under the RPS Main Tier. However, once a project application or proposal has been approved by NYSERDA or becomes the subject of an award under this CST Program, for which funds are available, that project is ineligible for funding under the RPS Main Tier Program. Applicants will not be permitted to withdraw or cancel a project application, proposal, or contract in order to apply or pursue an application or proposal in the RPS Main Tier for the same project (or for the same portion of the project).

B. Eligible Customers

Financial incentives for the installation of wind energy systems are available for all sectors, including but not limited to residential, commercial, industrial, agricultural, institutional, educational, not-for-profit, and government-owned facilities. Projects that are funded or partially funded by other NYSERDA programs are not eligible for funding under this PON. To be eligible, the installation site owner (customer) must be an electricity

distribution customer of: Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, National Grid, Orange and Rockland Utilities, Inc. or Rochester Gas and Electric Corporation, who pays the Renewable Portfolio Standard surcharge. This charge typically appears as an itemized charge on the electric utility bill, with a reference to RPS or SBC/RPS.

Wind energy systems owned by third-parties may be eligible for funding under this program, provided that the site host (customer) pays the RPS surcharge, and that any contractual relationship involving the customer, system owner, or the installer provides that the entire incentive payment is being passed on to the customer, and that the program requirements required of Eligible Installers are provided to the customer by an Eligible Installation company.

C. Incentive Levels

The NYSERDA incentive will be based on the expected annual energy output (AEO) of the proposed wind energy system, at the proposed location. The AEO must be calculated by a NYSERDA-approved wind resource assessment tool. Visit http://www.nyserda.ny.gov/Energy-Efficiency-and-Renewable-Programs/Renewables/Small-Wind/NYSERDAs-Program.aspx for more details. It will also be necessary to complete a Wind Site Assessment, as further explained in Section IV. A.

If the AEO is 10,000 kWh or less, the NYSERDA incentive is $3.50 per kWh.

Example: *If the AEO of the wind energy system is 7,400 kWh, the NYSERDA incentive is $25,900. [7,400 kWh x $3.50/kWh]*

If the AEO is greater than 10,000 kWh and less than or equal to (≤) 125,000 kWh, the NYSERDA incentive is $35,000 plus $1.00 per kWh for every kWh greater than 10,000 kWh.

Example: *If the AEO of the wind energy system is 32,500 kWh, the NYSERDA incentive is $57,500. [$35,000 + (22,500 kWh x $1.00/kWh)]*

If the AEO is greater than 125,000 kWh and less than or equal to (≤) 1,000,000 kWh, the NYSERDA incentive is $150,000 plus $.30 per kWh for every kWh greater than 125,000 kWh.

Example: *If the AEO of the wind energy system is 200,000 kWh, the NYSERDA incentive is $172,500.*
[$150,000 + (75,000 kWh x $.30/kWh)]

If the AEO is greater than 1,000,000 kWh, the NYSERDA incentive is $412,500 plus $.15 per kWh for every kWh greater than 1,000,000 kWh (up to a maximum incentive of $1,000,000).

Example: *If the AEO of the wind energy system is 2,500,000 kWh, the NYSERDA incentive is $637,500. [$412,500 + (1,500,000 kWh x $.15/kWh)]*

Visit http://www.nyserda.ny.gov/Energy-Efficiency-and-Renewable-Programs/Renewables/Small-Wind/NYSERDAs-Program.aspx for more details on the NYSERDA-approved wind resource assessment tool. This assessment tool may not be appropriate for building-mounted wind turbines, short towers (typically less than 60 feet tall), tall towers (typically, greater than 140 feet tall), wind turbines to be installed in an urban environment, or wind turbines with a nameplate rating equal to or greater than 100 kW. For these systems,

additional site assessment procedures will be required in order to validate the wind resource available to the wind turbine and the estimated AEO. The information provided by the installer will be reviewed on a case-by-case basis.

D. Limitations.

The maximum incentive available is $1,000,000 per site/customer. The maximum total equipment size is 2 MW (2,000 kW) per site/customer. The NYSERDA incentive will not exceed 50% of the total installed cost of the wind energy system.

The purpose of NYSERDA's On-Site Wind Turbine Incentive Program is to support the installation of customer generation that will produce electricity primarily for use by that customer. Consistent with this purpose, this program limits the size (kW) of the electric generation system that can be installed. Systems shall be sized such that the expected annual energy produced (kWh/year) by the system will not exceed 110% of the customer's grid-supplied annual electric energy usage, including eligible remote meters. To be eligible each remote net meter(s) must be subject to the payment of the RPS surcharge on the account served by each remote meter, also known as a satellite account. For sites that do not have 12 months of electric consumption or that are increasing their electric use, an estimated energy use analysis may be used to predict that usage.

If multiple wind turbines are installed at a site, the NYSERDA incentive is based on the AEO of all wind turbines combined and is not based on the AEO of each individual wind turbine. For example: If two wind turbines are installed and the AEO for each wind turbine is 10,000 kWh, the NYSERDA incentive will be $45,000 ($35,000 + $10,000) and not $70,000 ($35,000 + $35,000).

Applications will be accepted for review in accordance with the following limitations:

- Eligible Installation companies are limited to a maximum of ten (10) open projects at any one time under this and previous programs. A project is considered open from the time of the application for an incentive is submitted until the final invoice is approved by NYSERDA.
- Eligible Installation Companies may submit an additional ten applications, only if these applications are also seeking funding through a competitive federal grant (e.g. USDA- REAP grant) as part of their overall financial structure and are less than 100 kW each. The Installer must submit proof, within two weeks after the federal program's application due date, that the application was actually submitted for federal funding. After this date, NYSERDA will not accept additional applications until the total number of an installation company's open projects are below ten.
- The first application submitted by a new Installer must be approved by NYSERDA before any additional applications may be submitted.

Incentives are only available for the installation of new equipment and wind energy systems that have not been installed (partially or completely) prior to NYSERDA approval of an incentive application submitted in accordance with the terms and conditions of this PON. Incentives are only available to Eligible Installers and incentives must be passed on in their entirety to customers. Incentives will not be provided directly to customers who purchase and install their own wind energy systems.

Changes in Incentive Level - Although incentives are expected to stay at these levels, incentives may be changed at any given time during the program, for any reason. Eligible Installers will be notified of any program changes via e-mail and the changes will also be posted on NYSERDA's web site. Applications that are complete when received by NYSERDA will not be subject to subsequent changes in incentive levels.

E. Incentive Payment Schedule

Incentives will be paid to Eligible Installers in two increments and will be tied to specific installation milestones. The first incentive payment, which is 65% of the total incentive amount approved by NYSERDA, will be paid upon demonstration that all wind energy system components have been delivered to the customer's site and the tower foundation is complete. Attachment D must be completed, submitted, and approved by NYSERDA to receive payment. Supporting documentation must be included, which shall consist of a copy of the equipment packing slip(s) for the turbine, tower, and balance of system, signed by the customer**,** to indicate that the all system components have been delivered to a customer's site and copies of the concrete delivery slips or other equivalent approved documentation. The second incentive payment, which is the remaining 35% of the total incentive amount approved by NYSERDA, will be paid upon demonstration that the wind energy system has been connected to the utility grid, inspected by all authorities having jurisdiction, and/or inspected by NYSERDA or its representatives and Attachment E has been completed, submitted and approved by NYSERDA. Documentation for all applicable utility, state, city, town, and other inspections and approvals must be attached to Attachment E.

F. Application Approval Timing

Complete, accurate, and legible incentive applications will help facilitate a quick review. NYSERDA will not consider or process applications that are not complete. Applications that are not complete and signed by the Eligible Installer when submitted will be rejected and returned.

Incentive Application Form Part 1 (Attachment A) will be reviewed and installers will be notified within 30 days of NYSERDA's receipt of the completed application. Applications for proposed installations that (1) do not meet the requirements of PON 2439, (2) have installation and interconnection schedules in the customer purchase agreement that are not reasonable, and/or (3) indicate that the proposed wind energy system has been installed (partially or completely) before NYSERDA approval will be rejected and returned.

Incentive Application Form Part 2 (Attachment B) will be reviewed and, for situations where the Town or other permit-granting body has completed the requirements of the State Environmental Quality Review Act (SEQR) (http://www.dec.ny.gov/regs/4490.html), installers will be notified within 30 days of receipt of the application. If no zoning, land-use or other approval-granting body has jurisdiction, at least an additional 30 days will be necessary.

Upon NYSERDA's approval, the installer will receive an approval letter with a Purchase Order attached. The date on the Purchase Order shall serve as the starting date of the project. It is NYSERDA's goal to see wind energy systems installed in a timely manner; in general, all the wind energy system components should be delivered to the customer's site within 120 days of this starting date. If this is not possible, NYSERDA must be contacted to establish a reasonable schedule. Otherwise, the funding reservation will become void 120 days after the starting date. When all deliverables have been met, incentives for approved wind energy systems will be paid under the terms of NYSERDA's prompt payment policy.
(http://nyserda.ny.gov/~/media/Files/FO/Standard%20Forms%20and%20Agreements/exhibitd.ashx?sc_database=web)

At the applicant's request, NYSERDA will issue a preapproval letter which shall state that the technical requirements have been met and that funds have been set aside for this project. To receive this pre-approval and commitment of funds, Attachment A with all the required back-up documentation must be approved by NYSERDA. NYSERDA will reserve these finds for sixty days. During that time, the applicant must demonstrate that the local approval process has been initiated and must present NYSERDA with a reasonable expectation of

how long the approval process may take, with specific milestones. Failure to submit this proof will lead to the funds being decommitted. Only a completed Attachment B – Permitting and SEQR Information with all necessary supporting documentation will allow funding to be recommitted.

III. WIND ENERGY SYSTEM AND SITE REQUIREMENTS

A. Wind Energy Systems and Components

Systems must be for grid-connected, on-site applications to be eligible for an incentive. On-site wind energy systems are those connected on the customer's side of the electric meter; the electricity generated by the wind energy system must offset the customer's utility electricity purchases. All components of wind energy systems installed under this program must be new equipment. **Incentives are only available for wind energy systems that have not been installed (partially or completely) prior to NYSERDA approval of an incentive application submitted in accordance with the terms and conditions of this PON.** Construction or partial construction of the foundation is considered partial installation of the wind energy system and should not occur prior to NYSERDA's approval of an incentive application.

Wind Turbines - Only wind turbines that have been pre-approved by NYSERDA are eligible for funding under this program. A list of Eligible Wind Turbines is available at http://www.nyserda.ny.gov/Energy-Efficiency-and-Renewable-Programs/Renewables/Small-Wind/Eligible-Wind-Turbines.aspx **Towers -** Wind turbines must be mounted on an appropriate tower and the towers must be designed to accommodate the proposed wind turbine. It is recommended that towers be at least 60 feet in height; however, the bottom of the rotor must be at least 30 feet above any obstacle, in any direction, within 500' of the turbine. NYSERDA reserves the right to consider installations on a case-by-case basis.

Building-Mounted Turbines - Wind turbines may be mounted on a pre-existing structure such as a building or a pre-existing tower. For turbines mounted on a pre-existing structure, a structural analysis must be provided demonstrating sufficient structural integrity. NYSERDA reserves the right to approve applications on a case-by-case basis.

Inverters and Interconnection - Inverters and interconnection devices must be listed on the New York State Department of Public Service's list of Certified Interconnection Equipment (http://www3.dps.ny.gov/W/PSCWeb.nsf/96f0fec0b45a3c6485257688006a701a/dcf68efca391ad6085257687006f396b/$FILE/SIRDevices.pdf) or the interconnection must be in agreement with the most current version of the Public Service Commission's Standardized Interconnection Requirements. All wind energy systems must have an appropriate interconnection agreement with the utility and the wind energy system must be installed in compliance with that agreement.

Other Electrical Components - All other electrical components of the wind energy systems such as charge controllers, batteries, wiring, and metering equipment must be certified as meeting the requirements of any relevant national and state codes and standards.

Monitoring Equipment - Each wind energy system must include, at a minimum, a cyclometer register kilowatt-hour meter (or a meter that can be read numerically by a customer or an "easy read meter") to read total energy output. The energy metering data must be automatically stored independently of the inverter display. In lieu of a meter, a data acquisition system (DAS) capable of transmitting and storing data off-site may be used. The meter must have an accuracy of within ±5% and include a certificate of compliance from the manufacturer. Energy production (including the date of first production and the date of each meter reading) must be collected by the installer or customer at least once per month and the installer must submit this data to NYSERDA twice per year for two years following interconnection of the wind energy system. A DAS does not alleviate the installer's responsibility to submit timely data to NYSERDA. At NYSERDA's cost, NYSERDA may require that additional monitoring equipment be installed.

B. Siting Considerations

Under the provisions of the State Environmental Quality Review Act (SEQR), NYSERDA must determine if the funding of any action may have a significant impact on the environment. All wind installations must meet the requirements of the local zoning ordinances.

In addition, the following general criteria will apply:

- The minimum work zone distance between the tower base, and a property line or power line is the height of the wind energy system, above ground level, including the blades, plus 10%. (i.e., 1.1 times the total height of the wind energy system)
  - Customers may apply for an exemption with written permission from the neighbor and an indication from the neighbor that the use of land in the vicinity is consistent with the proposed wind energy system. There is no exemption for power lines.
- The minimum setback distance between the tower base and any human-occupied building is five times the rotor diameter.
  - Customers may apply in writing for an exemption from this minimum distance requirement for buildings they own; however, the customer must demonstrate that the possible problems of locating the wind energy system less than the required distance from the building have been addressed.
- For building-mounted applications, if the local municipality has an ordinance that stipulates the criteria for building-mounted wind turbines, then building-mounted wind turbines may be eligible for funding under this program, provided all other program requirements are met. If the local municipality does not have an ordinance that stipulates the criteria for building-mounted wind turbines, then a building-mounted wind turbine is not eligible for funding under this program.
- If multiple turbines are proposed for a site, there must be a distance of at least ten times the rotor diameter between the tower bases.
- The bottom of the rotor must be at least 30 feet above any obstacle, in any direction, within 500' of the turbine.

IV. REQUIRED DOCUMENTATION FOR CUSTOMER INCENTIVE APPLICATIONS

There are two parts to the incentive application: Attachment A, "Installation Information," and Attachment B, "Permitting and SEQR Information." Installers may submit Attachment A prior to obtaining permits for the wind energy system as it is possible that the review of Attachment A could result in recommendations to make changes to the wind energy system location or tower height. Both Attachments A and B include lists of supporting documentation that must be provided. Only after Attachments A and B and all supporting documents are reviewed and approved by NYSERDA will a Purchase Order be issued.

A. Attachment A – Installation Information

Attachment A describes the site and the wind energy system that will be erected. Installers must supply all of the information requested in Attachment A, "Installation Information." Applications that do not include all of the information requested will be returned.

Wind Site Assessment - A wind site assessment provides customers with site-specific information and will be the basis for determining the NYSERDA incentive. At a minimum, this assessment shall include the following; however, applications for turbines with a nameplate rating of greater than 100 kW will require a more detailed analysis:

- An evaluation of the wind resource at the potential location of the wind turbine(s) at hub height. This information will be generated by the NYSERDA-approved wind resource assessment tool. *****

- Eight photographs taken from the proposed wind energy system location looking in the following directions: N, NE, E, SE, S, SW, W, NW.
- Site contour map.

- Demonstrated historic annual site electric use (kWh). For sites that do not have 12 months of electric consumption or that are increasing their electric use, an energy-use analysis may be used to predict that usage. Copy of a utility bill(s) showing proof of payment by customer into Renewable Portfolio Standard (RPS) (or letter from utility if not indicated on electric bill) and annual kWh usage. Attachment J – Electric Utility Information must also be completed.

- Details about the proposed turbine, including manufacturer and model, rotor diameter, tower height, and tower type.

- A description of potential obstructions that may affect the proposed turbine's AEO. Additional turbulence losses may be applied when the turbine site does not meet this recommendation. When the obstacles are trees, their mature height must be used to determine minimum turbine height.

- Aerial photos or images of the potential wind site.

- Elevation of the site (feet about sea level).

- A plot plan, on 8-1/2" x 11" paper, (multiple plans may be submitted, if scaling is an issue.) which includes the following:

  - Property lines and physical dimensions of the property
  - Location, dimensions, and types of existing major structures on the property
  - Location of the proposed wind system tower(s)
  - The right-of-way of any public road that is contiguous with the property;
  - Location of any overhead utility lines;
  - Location of utility meter; and
  - Electrical interconnection location.

- Estimated AEO of the proposed turbine.*****

  Only a NYSERDA-approval wind resource assessment tool may be used to determine average annual wind speed and estimated AEO. NYSERDA reserves the right to use its own estimate for the purpose of determining the NYSERDA incentive.

  ***** Visit http://www.nyserda.ny.gov/Energy-Efficiency-and-Renewable-Programs/Renewables/Small-Wind/NYSERDAs-Program.aspx for more details on the NYSERDA-approved wind resource assessment tool. This assessment tool may not be appropriate for building-mounted turbines, short towers (typically less than 60 feet tall), tall towers (typically, greater than 140 feet tall), turbines to be installed in an urban environment, or turbines with a nameplate rating equal to or greater than 100 kW. For these systems, additional site assessment procedures will be required in order to validate the wind resource available to the

turbine and the estimate AEO. The information provided by the installer will be reviewed on a case-by-case basis.

Wind Site Assessment for wind turbines with a nameplate rating equal to or greater than 100 kW shall also include a review of the following:

- Accessibility of site and availability of work area
- Ease of interconnection to existing electrical infrastructural (on-site and utility)
- Economic analysis
- Shadow flicker and sound issues
- Any additional reviews required by any Authority Having Jurisdiction (AHJ).

One-Line Diagram - A legible diagram using unique line characteristics and standard symbols to clearly describe the wind energy system as it will be installed. The One-Line Diagram must show all major system components from the wind turbine to the utility meter. Each conductor's size and type is to be shown, as well as the relevant conduit characteristics (i.e. size and type, and length, if greater than 20'). The make, model, and voltage and amperage ratings of all overcurrent devices, switches, inverters, batteries and other relevant equipment are to be shown, as applicable. The Diagram should also make clear whether the system will be connected via a line-side tap or if it will be back-fed through a circuit breaker in the main service panel.

System designs must be in accordance with applicable local, State, and national codes and regulations, including Article 694, Small Wind Electric Systems, of the National Electrical Code.

Installation Drawings - Provide copies of any tower foundation blueprints or drawings, tower blueprint or drawing, and any other documentation required by the AHJ.

B. Attachment B - State Environmental Quality Review

Attachment B, Permitting and SEQR Information, provides a list of the steps and supporting documents that are necessary for approval of NYSERDA funding. It is the Eligible Installer's responsibility to insure that all necessary permits, approvals, certificates, etc. from any applicable AHJ are obtained for all installed systems.

The Eligible Installer is responsible for ensuring that each project complies with the requirements of the State Environmental Quality Review Act (SEQR). Under the provisions of SEQR, NYSERDA must determine if the funding of any action may have a significant impact on the environment, regardless of any other authority's determination. SEQR review should begin with an application to the Town board, zoning, land-use or other local approval-granting body. A SEQR negative declaration or other determination by a local authority will be considered by NYSERDA in its determination. NYSERDA does not consider the installation of a wind turbine to be a Type II Action.

For incentive applications where the combined total name plate rating of the wind turbines is equal to or greater than 100 kW, the application must include the Full Environmental Assessment Form with the Visual EAF. During NYSERDA's review, particular attention will be paid to questions A-11, A-14, A-18, B-9, B-10, C-11 and C-17.

Eligible Installers are encouraged to review the SEQR requirements early in the developmental stage, before entering a contract with a customer that reflects NYSERDA participation. Please contact NYSERDA if you have any questions regarding these requirements. For a more comprehensive description of the SEQR process visit http://www.dec.ny.gov/permits/357.html. NYSERDA will not commit to providing incentives on any project until a determination has been made under SEQR.

V. INSTALLER ELIGIBILITY

To apply for status as an Eligible Installer, an individual must complete and submit Attachment F - Installer Eligibility Application Form along with the required supporting documentation. An applicant's eligibility will be determined and maintained for specific wind turbines depending on the types of wind energy systems the applicant has experience installing. Attachment J - Manufacturer Authorization Letter must also be completed; this letter stipulates that the installer is authorized to install the specified wind turbine and that the manufacturer will honor the NYSERDA required warranty, as stated in Attachment C - Addendum to Customer Purchase Agreement, in the event of a default by the installer.

Determinations of eligibility will be based on factors such as acceptance of all program terms and conditions, training, extent and type of installation experience, customer references, and proof that an applicant may purchase at least one of NYSERDA's Eligible Wind Turbines. Site assessment skills, wind resource and energy estimation skills, and professionalism will also be evaluated. Past performance under NYSERDA programs is a critical criterion for determining eligibility and the conditions of eligibility under this solicitation. To become eligible, applicants will be required to sign and comply with the Standard Terms and Conditions (Attachment G). If the Eligible Installer, Installation Company employees, or subcontractors do not meet all program terms and conditions or program requirements, the Eligible Installer will be subject to termination or suspension actions as described in Section 3(b) of Attachment G, Eligible Installer Agreement - Standard Terms and Conditions.

Installers must meet all insurance requirements (both commercial general liability and commercial automobile liability insurance) as specified under Section 10 of Standard Terms and Conditions (Attachment G). Each insurance certificate must name NYSERDA and the State of New York as additional insureds. Proof of insurance must be provided to NYSERDA and submitted with the signed copy of the Standard Terms and Conditions.

To maintain eligibility under this program, all installers must meet the following conditions every calendar year:

- Their insurance is current
- They can show proof that they have had a significant role in a wind turbine installation, attended at least one in-depth wind installation training course, or attended an in-depth wind site assessor course. (NABCEP Certified Small Wind Installers are exempt from this initiative.)
- There have been no substantial changes that could affect their program eligibility.

Once notified of eligibility in writing by NYSERDA, an Eligible Installer may then submit applications for incentives for specific customers, under the terms and conditions described in PON 2439. Review of Eligible Installer Applications may take up to 30 days. Since the incentives offered under this program will close on February 29, 2016, until further notice installer eligibility applications will only be accepted until September 30, 2015.

NYSERDA's Rights and Limitations - NYSERDA may deny or revoke eligibility for any reason, including, but not limited to: inadequate training, inadequate experience, poor references, failure to act professionally, fairly, and in good faith with NYSERDA or customers, providing false information to NYSERDA or customers, poor performance in previous NYSERDA programs, and committing actions that would be subject to disciplinary actions under Section 3(b) of Attachment G, Compliance with program terms and conditions.

Neither NYSERDA nor the State of New York endorses any Eligible Installer, Installation Company, or Eligible Wind Turbine. In addition, NYSERDA and the State of New York does not guarantee, warrant, or in any way

represent or assume liability for any work proposed or carried out by an Eligible Installer or Installation Company. NYSERDA is not responsible for assuring that the design, engineering, or construction of the project or installation of any wind energy 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 wind energy systems or the adequacy or safety of such measures.

A list of Eligible Installers is posted on http://nyserda.ny.gov/Contractors/Find-a-Contractor/Wind-Installers.aspx.

VI. ELIGIBLE WIND TURBINES

Only commercially available wind turbines with a proven record for power performance, reliability, safety, and acoustics will be considered for funding. NYSERDA is a member of the Interstate Turbine Advisory Council (ITAC), established under the Clean Energy States Alliance. One of ITAC's goals is to establish a collaborative group of public clean energy programs to evaluate and identify small and medium wind turbines that fit the performance and durability expectations of incentive providers. ITAC has published its Unified List of Turbines, which is available at http://www.cleanenergystates.org/projects/ITAC/itac-unified-list-of-wind-turbines/. NYSERDA has adopted this list for all wind turbine sizes included in the list, as they pertain to PON 2439. NYSERDA reserves the right to impose additional restrictions or modify ITAC's requirements dependent on program needs.

For wind turbines outside the ITAC purview to be considered for eligibility to receive funding under this program, a manufacturer or dealer must complete and submit Attachment H, Eligible Wind Turbine Application Form, with all of the information requested.

NYSERDA requires that manufacturers or dealers of wind turbine provide evidence that an international organization, accredited to ISO/IEC Guide 65 or EN45011, has certified that the wind turbine meets the appropriate sections of IEC 61400 for acoustics, durability, safety, and performance standards.

In addition, the manufacturer or dealer must submit the technical specifications on the wind turbine, inverter, and tower, as well as the power curve in graphic and table form, from IEC 61400-12-1.
NYSERDA reserves the right to deny eligibility of any wind turbine for any reason including but not limited to: poor performance, concerns about wind turbine's design, concerns about the quality of data presented, or lack of manufacturer support for maintenance and warranties. Review of Wind Turbine Applications may take up to 60 days.

Details on Eligible Wind Turbines may be found at: http://www.nyserda.ny.gov/Energy-Efficiency-and-Renewable-Programs/Renewables/Small-Wind/Eligible-Wind-Turbines.aspx.

VII. GENERAL CONDITIONS

Proprietary Information - Careful consideration should be given before confidential information is submitted to NYSERDA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes.

The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSERDA that the proposer wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx. However, NYSERDA cannot guarantee the confidentiality of any information submitted.

Omnibus Procurement Act of 1992 - It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises, as bidders, subcontractors, and suppliers on its procurement Agreements.

Information on the availability of New York subcontractors and suppliers is available from:

Empire State Development
Division For Small Business
30 South Pearl Street
Albany, NY 12245

A directory of certified minority- and women-owned business enterprises is available from:

Empire State Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, NY 12245

Tax Law Section 5-a - NYSERDA is required to comply with the provisions of Tax Law Section 5-a, which requires a prospective contractor, prior to entering an agreement with NYSERDA having a value in excess of $100,000, to certify to the Department of Taxation and Finance (the "Department") whether the contractor, its affiliates, its subcontractors and the affiliates of its subcontractors have registered with the Department to collect New York State and local sales and compensating use taxes. The Department has created a form to allow a prospective contractor to readily make such certification. *See,* ST-220-TD (available at http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf). Prior to contracting with NYSERDA, the prospective contractor must also certify to NYSERDA whether it has filed such certification with the Department. The Department has created a second form that must be completed by a perspective contractor prior to contacting and filed with NYSERDA. *See,* ST-220-CA (available at http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf). The Department has developed guidance for contractors which is available at http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf.

Contract Award - NYSERDA anticipates having multiple Eligible Installers under this solicitation. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations. Each application should be submitted using the most favorable cost and technical terms. NYSERDA may request additional data or material to support applications. NYSERDA will use the Terms and Conditions (Attachment G) to contract with successful applications.

Limitation - This solicitation does not commit NYSERDA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in NYSERDA's best interest.

Disclosure Requirement - The proposer shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each. When a proposer is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of NYSERDA after the award of a contract, NYSERDA may exercise its stop-work right pending further investigation, or terminate the agreement; the contractor may be subject to penalties for violation of any law which may apply in the particular circumstances. Proposers must also disclose if they have ever been debarred or suspended by any agency of the U.S. Government or the New York State Department of Labor.

VIII. ATTACHMENTS

Attachment A - Customer Incentive Application Form
Attachment B - Permitting and SEQR Information
Attachment C - Addendum to the Customer Purchase Agreement - Standard Terms and Conditions
Attachment D - Initial Incentive Payment Form (65% of Approved Incentive)
Attachment E - Final Incentive Payment Form (35% of Approved Incentive)
Attachment F – Installer Eligibility Application Form
Attachment G - Eligible Installer Agreement - Standard Terms and Conditions
Attachment H - Eligible Wind Turbine Application Form
Attachment I – Electric Utility Information
Attachment J – Manufacturer Authorization Letter

Customer Incentive Application Form - PON 2439
Installation Information
Attachment A

Name of Eligible Installer _____

NYSERDA Installer Number _____

Owner Name:_____

Installation Address:_____

Town/Village/City:_____ Zip Code:_____

County:_____

Owner Phone Number:_____ Owner E-mail:_____

Utility service territory: _____ Does the customer contribute to the RPS? (Yes / No)

Building type: ☐ Single Family Residential ☐ 2-4 Family Residential ☐ Over 4 Family Residential
☐ Commercial Farm (over $10,000 per year income) ☐ Commercial or Industrial ☐ K-12 School
☐ College or University ☐ Not-for-Profit ☐ Municipal or County Government ☐ Other Government ☐ Other: _____

Installation Team -

Identify the Eligible Installer(s) and other people that will be part of the Installation Company's installation team:

_____

_____

Will a subcontractor be used during the installation the wind energy system? ☐ Yes ☐ No If so, Identify the subcontractor, individuals that will be working on the installation, and the tasks to be performed: (A separate sheet may be attached)

_____

_____

Required System Documentation - Each Incentive Application **must** include the information below and, as attachments, the items listed in the checklist.

Wind Turbine Manufacturer _____Model_____

Tower height (in feet) _____Type of tower (i.e. guyed, SSV, tilt-up) _____

Height to tip of wind generator blade (in feet) _____

Inverter or Interconnection Equipment Manufacturer _____

Model_____

Is equipment included on the Department of Public Service Certified Interconnection Equipment List?

(http://www.dps.state.ny.us/08E1018/SIRDevices.pdf) (Yes / No)

If batteries are part of this system, What is their capacity (A-h), manufacturer, and model: _____

Wind generator rating at 11 m/s: _____ (kW)

Annual average wind speed (at hub height): _____ (meters/second)*

Estimated annual energy output considering obstacles and other losses: _____ (kWh)*

* Wind Speed and Annual Output estimates must be provided from a NYSERDA-approved wind resource assessment tool.

Customer's annual electric usage: _____ (kWh)

Percentage of electrical use offset by the wind generation system _____ %

Estimated total installed system cost before incentive: $ _____

Expected incentive amount: $ _____

Expected date of installation:_____ Expected date of interconnection: _____

Required Site Documentation –

Latitude _____ º _____' _____" Longitude _____ º _____' _____"

Coordinate System (circle): NAD 83, WGS84, NAD27

Customer's lot size (acres) _____

Closest distance (in feet) between base of the tower and:

1) human-occupied building owned by the customer _____
2) human-occupied building on a neighboring property _____
3) other structures or buildings _____
4) property line _____
5) power lines _____

Identify tallest obstacle within 500 feet of the tower:

Bearing	Distance from WES (Feet)	Height of Obstruction (Feet)	Description
N			
NE			
E			
SE			
S			
SW			
W			
NW			

The bottom of rotor must be 30 feet above any obstacle within 500' of tower in every direction. When the obstacles are trees, their mature height must be used to determine minimum turbine height.

For building-mounted or turbines installed in an urban environment, the installer must provide detailed, site-specific evidence determining the average annual wind speed at hub height, turbulence factors, and the estimated annual energy output.

Checklist: (This following should be attached to this form, in this order)

- ☐ Signed copy of Installer-Customer Purchase Agreement
  - If hiring a general subcontractor, provide:
    - ☐ Signed copy of each subcontractor agreement
    - ☐ Copy of subcontractors' insurance certificates (liability and auto)
- ☐ Signed copy of Attachment C – Addendum to the Customer Purchase Agreement
- ☐ Proof of required full parts and labor warranty on complete system
- ☐ Copy of a utility bill(s) showing proof of payment by customer into Renewable Portfolio Standard (RPS) (or letter from utility if not indicated on electric bill) and annual kWh usage
- ☐ Attachment J – Electric Utility Information
- ☐ A Wind Site Assessment including output from a NYSERDA-approved wind resource assessment tool (see PON 2439, Section IV)
- ☐ One-line electrical drawing
- ☐ Installation drawings, as required by the AHJ
- ☐ Cut sheets on all major components, the installation manual for the system, and the operation and maintenance instructions; **only if** this is the first time the Installer has proposed using these components for a NYSERDA-funded installation

Certification Statement

I certify that all information provided in this application, including worksheets and analysis and permits and approvals, is true and correct to the best of my knowledge. I certify that construction of the foundation or installation of the wind energy system will not commence until NYSERDA approves the incentive application. I certify that I am responsible for the wind energy system installation and that the wind energy system will be installed in compliance with all program requirements, terms, and conditions. I certify that I have reviewed and will comply with Attachment C – Addendum to the Customer Purchase Agreement and the Standard Terms and Conditions of PON 2439.

Installer Signature: _____ Date: _____

I certify that all information provided in this application, including worksheets and analysis and permits and approvals, is true and correct to the best of my knowledge.

Customer Signature: _____ Date: _____

All forms and attachments should be sent to:
New York State Energy Research and Development Authority,
PON 2439: Wind Incentive Application
17 Columbia Circle
Albany, NY 12203-6399

FAXED FORMS WILL NOT BE ACCEPTED.

Forms, attachments, and links may alternatively be e-mailed to SmallWind@nyserda.ny.gov .

For Internal Use Only
Date Received by NYSERDA _____

Completed Form and All Required Attachments ____ Yes ____ No

Approved _____ Date_____

Denied _____ Date_____

Incentive Application Form - PON 2439
Permitting and SEQR Information
Attachment B

Name of Eligible Installer _____ NYSERDA Installer Number _____

Owner Name:_____

Installation Address:_____

Town/Village/City:_____ Zip Code:_____

County:_____ Town/Village/City where Wind Energy System will be installed:

_____

State Environmental Quality Review Act (SEQR) Information - Under the provisions of SEQR, NYSERDA must determine if the funding of any action may have a significant impact on the environment, regardless of any other authority's determination. NYSERDA does not consider the installation of a wind turbine to be a Type II Action. The installer is responsible for ensuring that each project complies with the requirements of SEQR. NYSERDA will not commit to providing incentives on any project until NYSERDA has made a determination under SEQR. SEQR review should begin with an application to the Town board, zoning, land-use or other local approval-granting body. A SEQR negative declaration or other determination by a local authority will be considered by NYSERDA in its determination. NYSERDA RESERVES THE RIGHT NOT TO PROVIDE INCENTIVES FOR CERTAIN SEQR TYPE I PROJECTS; you may need specific authorization from NYSERDA to proceed under this Program. Please review the SEQR requirements for each project early in the developmental stage, and before entering a contract with a customer that reflects NYSERDA participation. Please contact NYSERDA if you have any questions regarding these requirements.

Complete the section that applies to the Customer's specific situation:

1. If any local governmental entity has discretionary permitting authority and a public meeting on the project was held, provide:
   - ☐ Appropriate State Environmental Quality Review Environmental Assessment.
   - ☐ Evidence that the locality has discretionary permitting authority. (copy of zoning)
   - ☐ Copy of the local zoning regulation that pertains to height, if applicable.
   - ☐ Evidence that a public meeting on the project was held and that notice of the meeting was properly provided.
   - ☐ Evidence of Determination (i.e. Negative Declaration, etc.).
   - ☐ Resolution (if one was prepared).

2. If any local governmental entity has discretionary permitting authority and a public meeting on the project was not held, provide:
   - ☐ Appropriate State Environmental Quality Review Environmental Assessment.
   - ☐ Evidence that the locality has discretionary permitting authority. (copy of zoning)
   - ☐ Copy of the local zoning regulation that pertains to height, if applicable.
   - ☐ Letters of acceptance from all neighbors with property within 750 feet of the tower base.
   - ☐ Evidence of Determination (i.e. Negative Declaration, etc).
   - ☐ Resolution (if one was prepared).

3. If no local governmental entity has discretionary permitting authority or any governmental authority has determined the action is be of Type II AND the total height of the wind generator (including the blades) is ***under 100 feet***, provide:

- ☐ A letter from the governmental authority indicating that there is no zoning or that they have determined the action to be of Type II; and contact information for town, county, and other governmental authority officials.
- ☐ A description of what will be done, including a textual summary of information in the Environmental Assessment Form.
- ☐ Completed Full Environmental Assessment Form with the Visual EAF Addendum. (http://www.dec.ny.gov/docs/permits_ej_operations_pdf/longeaf.pdf & http://www.dec.ny.gov/docs/permits_ej_operations_pdf/visualeaf.pdf)
- ☐ Letters of acceptance from all neighbors with property within 750 feet of the tower base.

4. If the total height of the wind energy conversion system (including blades) is over 100 feet above original ground level in a locality without any zoning regulation pertaining to height; the installer should contact NYSERDA immediately for a determination on how to proceed. This is a Type I Action.

For a more comprehensive description of the SEQRA process visit http://www.dec.ny.gov/permits/357.html.

Certification Statement

I certify that all information provided in this application, including worksheets and analysis and permits and approvals, is true and correct to the best of my knowledge. I certify that construction of the foundation or installation of the wind energy conversion system will not commence until NYSERDA approves the incentive application. I certify that I am responsible for the wind energy conversion system installation and that the wind energy conversion system will be installed in compliance with all program requirements, terms, and conditions. I certify that I have reviewed, and will comply with Attachment C - Addendum to the Customer Agreement and the Standard Terms and Conditions of PON 2439.

Installer Signature: _____ Date: _____

I certify that all information provided in this application, including worksheets and analysis and permits and approvals, is true and correct to the best of my knowledge.

Customer Signature: _____ Date: _____

All forms and attachments should be sent to:
New York State Energy Research and Development Authority,
PON 2439: Wind Incentive Application
17 Columbia Circle
Albany, NY 12203-6399 FAXED FORMS WILL NOT BE ACCEPTED.

Forms, attachments, and links may alternatively be e-mailed to SmallWind@nyserda.ny.gov .

For Internal Use Only
Date Received by NYSERDA _____

Completed Form and All Required Attachments ____ Yes ____No

Approved _____ Date_____

Denied _____ Date_____

Addendum to the Customer Purchase Agreement
Attachment C

This addendum has been developed to identify significant issues that the Parties to this Agreement should recognize. The NYSERDA Eligible Installer and/or the Installer's company are identified below as "Installer" and the Customer/Owner is identified below as "Customer". To be eligible for incentives from NYSERDA, all Customer Purchase Agreements must include a copy of this Addendum signed by both the Installer and the Customer.

Eligibility of Incentives:
NYSERDA Eligible Installers: Incentives are available only for the installation of new equipment and wind energy systems that have not been installed (partially or completely) prior to NYSERDA approval of a completed incentive application. The Installer is required to be on-site for a minimum of the assembling and erecting of the wind turbine and tower, and the wind energy system commissioning. Customers are encouraged to contact NYSERDA at 1-866-697-3732, if the Installer is not on-site as required. Incentives will not be provided directly to Customers purchasing or installing wind energy systems. Incentives are only available to installers who are Eligible Installers under NYSERDA's PON 2439 Program. Incentives provided to an Installer must be passed on to the Customer, in their entirety.

Review of Application Package: After a completed incentive application is submitted to NYSERDA, NYSERDA will review the application for program compliance. When NYSERDA approves an incentive application, the incentive is contingent on strictly adhering to the details of the approved application. Installers must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be disqualified.

Eligible Customers: Incentives are available to electricity distribution customers of: Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, National Grid, Orange and Rockland Utilities, Inc. and Rochester Gas and Electric Corporation who contribute to the Renewable Portfolio Standard (sometimes referred to as 'RPS' on utility electric bills).

Warranty: For turbines with a nameplate rating of less than 100 kW, the Installer will provide a full warranty to the purchaser of the wind energy system installed under this Agreement for a period of 5-years after installation. This warranty covers all components of the system against defects, failures, breakdowns, or excessive degradation in electrical output. This warranty covers the full costs, including labor, for the repair or replacement of defective components or systems. If a battery back-up is installed under this Agreement, Installer offers a full warranty to the purchaser for the battery system for a period of 2-years after installation. This warranty covers the battery system against defects, failures, and breakdowns, and covers the full costs, including labor, for the repair or replacement of the battery. For turbines with a nameplate rating of 100 kW and larger, the warranty period shall be two years with all the other requirements as stated above.

The above warranties do not cover vandalism, theft, repairs not authorized by the Installer, or Force Majeure events. Annual maintenance may be required; maintenance costs are not covered

by this Addendum. If the Installer charges an additional fee for annual maintenance during the warranty period, this fee schedule must be itemized in the Installer-Customer Participation Agreement. Failure of the Installer to provide annual maintenance does not invalidate this Warranty. The Installer is responsible for providing warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer.

Environmental Attributes: Commission Orders provide that the RPS Program will support and promote an increase, to 30%, of the percentage of the energy consumed in NYS that comes from renewable sources. When assessing and reporting on progress towards that goal, or on the composition of the energy generated and/or consumed in NYS, NYSERDA and the NYS Department of Public Service will include all electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program, for the life of such projects, and the environmental attributes associated with such energy, whether metered or projected, as a part of any report, evaluation, or review of the RPS Program, whenever any such report, evaluation, or review may be conducted or issued, as renewable energy consumed in NYS. No party, including but not limited to owners, lessees/lessors, operators, and/or associated contractors shall agree to or enter any transaction that would or may be intended to result in the exportation or transmittal of any electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program to any party or system outside of New York State.

Data Monitoring: For a period of two years, the Installer ___ Customer ____ [Please designate and initial] must take monthly readings measuring the energy generation of the wind energy system. If neither is checked, the responsibility becomes the Installer's.

Data Reporting: The Installer must submit the above energy generation data to NYSERDA two times per year for two year monitoring period.

Quality Control: For quality control purposes, Customer must provide NYSERDA with reasonable access to the wind energy system for inspection purposes. Final incentive payments may be contingent on NYSERDA inspecting an installed system.

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

NYSERDA's Website: Customer is encouraged to consult http://nyserda.ny.gov for information about NYSERDA's programs and renewable energy. Customer is encouraged to consider estimates from three Eligible Installers before having a wind energy system installed.

Tax Incentives: If the Installer has provided information regarding the expected tax benefits (real property, federal or state tax incentives, or sales and use tax exemptions), as with any tax issue, Customer is encouraged to consult the Internal Revenue Service (*See:* www.irs.gov), the NYS Department of Taxation and Finance (*See:* http://www.tax.ny.gov/) and an accountant/tax adviser for details on eligibility for the credit provided in the law.

Net Metering and Remote Net Metering: We encourage applicants to investigate, and if eligible, avail themselves of any net metering opportunities they may qualify for, including

remote net metering if applicable. To determine if your project qualifies for net metering or remote net metering please refer to the appropriate utility tariff using the following link: https://www2.dps.ny.gov/ETS/search/searchShortcutEffective.cfm?serviceType=ELECTRIC

Customers should be aware that by pursuing interconnection with the utility they may incur utility fees and/or costs to upgrade the local utility infrastructure. Depending upon the size, nature and location of the project these fees may be substantial and if a utility upgrade is required, it could result in significant time delays. Customers are strongly encouraged to contact their utility representative as soon as possible.

Cost Estimate/ Total System Price: The Customer has relied upon the cost estimate or price provided by the Installer in this Agreement to include any and all costs to install the system. If the Installer seeks to recover additional costs from the Customer for this installation that is a material departure from the original price or cost estimate, Customer may terminate this Agreement without penalty and seek a full refund of any deposit paid to Installer or costs the Customer incurred under this Agreement, less any reasonable wind site assessment fees charged by the Installer.

This clause is not intended to include unforeseen obstacles or difficulties which might be encountered. In particular, in the event that the Installer encounters subsurface physical conditions at the site substantially different from those that could not have been reasonably anticipated based on an inspection and examination of the site, an equitable change order would be allowable.

Incentive Estimate: If Installer does not submit a completed incentive application to NYSERDA, or if the incentive application submitted by the Installer (a) is not approved by NYSERDA or (b) if NYSERDA approves a significantly lower (<90%) incentive, Customer may terminate this Agreement without penalty and seek a full refund of any deposit paid to Installer or costs he or she incurred under this Agreement, with the exception of costs necessary to conduct the Wind Site Assessment.

Incentive Reservation Expiration - It is NYSERDA's goal to see wind energy systems installed in a timely manner, in general, all the wind energy system components should be delivered to the customer's site within 120 days of the NYSERDA Purchase Order date. If this is not possible, NYSERDA must be contacted to establish a reasonable schedule. Otherwise, the reservation will become void 120 days after the NYSERDA Purchase Order date.

Completion/Commissioning: Installer agrees to complete installation of the wind energy system and request all necessary inspections within 120 days of Installer's receipt of the first incentive payment from NYSERDA. Unless otherwise agreed upon in writing by NYSERDA and Installer, if the system is not installed within 120 days of Installer's receipt of the first incentive payment from NYSERDA, the Parties recognize that the Installer will be required to return any and all incentive payments to NYSERDA.

Consumer Information: New York consumers have a variety of resources for information regarding home improvement contracting. Customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information:
http://www.ag.ny.gov/bureaus/consumer_frauds/about.html

The NYS Consumer Protection Board offers additional information:
http://www.dos.ny.gov/consumerprotection/

Conflicting Terms: In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

Disclaimer: The Customer understands that neither NYSERDA nor the State of New York: (1) endorse any Eligible Installer, Installation Company, or Eligible Wind Turbine; or (2) guaranty, warranty, or in any way represent or assume liability for any work proposed or carried out by an Installer. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any wind energy 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 wind generation systems or the adequacy or safety of such measures.

CERTIFICATION STATEMENT: By signing, the Parties certify that they have read and understand the above information and requirements and agree to abide by them.

Customer: By signing below, the Customer certifies that he or she contributes to the Renewable Portfolio Standard (RPS) through a monthly electric utility bill. Please email NYSERDA at smallwind@nyserda.ny,gov regarding any questions or to check the status of your application.

Customer Signature: _____ Date: _____

Print Name:_____

Installer: By signing below, the Installer certifies that he or she is: (1) eligible to participate in NYSERDA's Incentive Program; (2) in compliance with the Terms and Conditions of NYSERDA's Program; and (3) is bound by the Terms and Conditions of this Agreement.

Installer: _____ Date: _____

Print Name:_____

Initial Incentive Payment Form - PON 2439
65% of Approved Incentive Amount
Attachment D

Eligible Installer: _____ Wind Project Number: _____

Billing Address for Eligible Installer: _____

_____

Installation Company's Federal Identification Number: _____

Customer Name: _____

Installation Address: _____

_____

Date All Equipment is Delivered to Customer Site: _____

Total Approved Incentive Amount $ _____

Initial Incentive Payment Requested (65% of Total Approved Incentive) $ _____

Note: It is NYSERDA's goal to see wind energy systems installed in a timely manner, in general, all the wind energy system components should be delivered to the customer's site within 120 days of the NYSERDA Purchase Order date. If this is not possible, NYSERDA must be contacted to establish a reasonable schedule. Otherwise, the reservation will become void 120 days after the NYSERDA Purchase Order date.

This form must be completed to receive 65% of the approved incentive value for this customer's wind energy system. Please attach a copy of the equipment packing slip(s) for the turbine, tower, and balance of system, **signed by the customer,** to indicate that the all system components have been delivered to a customer's site and copies of the concrete delivery slips or other equivalent approved documentation.

Checklist: (This form will be returned if the following are not included)

☐ Itemized packing slip for all system components signed by customer.
☐ Concrete Delivery Slips or other approved documentation.

Certification Statement-
I certify that all information provided in this form, including all attachments, are true and correct to the best of my knowledge.

Customer Signature _____ Date _____

Installer Signature _____ Date _____

All Forms and Attachments should be sent to:
New York State Energy Research and Development Authority
PON 2439 – Attachment D
17 Columbia Circle
Albany, NY 12203-6399 FAXED FORMS WILL NOT BE ACCEPTED.

Forms and attachments may alternatively be e-mailed to SmallWind@nyserda.ny.gov.

For Internal Use Only
Date Received by NYSERDA _____

Completed Form and All Required Attachments _____ Yes ___No

Approved _____ Date _____

Denied _____ Date _____

Final Incentive Payment Form - PON 2439

35% of Approved Incentive Amount

Attachment E

Eligible Installer_____Wind Project Number: _____

Billing Address for Eligible Installer:_____

_____

Installation Company's Federal Identification Number: _____

Customer Name: _____

Installation Address:_____

_____

Installation Date: _____ Interconnection Date: _____

Total Approved Incentive Amount $_____

Final Incentive Payment Requested (35% of Total Approved Incentive) $_____

This form must be completed (including attachments) to receive the final 35% of the approved incentive value for this customer's wind energy conversion system. Attach proof of system interconnection from utility provided or date of completed NYSERDA inspection.

Checklist: (This form will be returned if the following are not included)

- ☐ Proof of Interconnection
- ☐ Proof of Electrical Inspection [If required by the Authority Having Jurisdiction (AHJ)]
- ☐ Proof of final approval by each AHJ.

Certification Statement

I certify that all information provided in this form, including all attachments, are true and correct to the best of my knowledge. I certify that installation of the wind energy system (WES) did not commence until NYSERDA approved the incentive application. I certify that I was responsible for the installation of the WES and that it was installed in compliance with all program requirements, terms, and conditions. I certify that at least one of the Eligible Installer(s) indicated on the Incentive Application (Attachment A) was present for the assembly, erection, and commissioning of the WES.

Installer Signature _____ Date _____

All installation and interconnection responsibilities have been completed by the installer as agreed to in the Customer Purchase Agreement.

Customer Signature _____ Date _____

All forms and Attachments should be sent to:

New York State Energy Research and Development Authority
PON 2439: Attachment E
17 Columbia Circle
Albany, NY 12203-6399

FAXED FORMS WILL NOT BE ACCEPTED.

Forms and attachments may alternatively be e-mailed to SmallWind@nyserda.ny.gov.

For Internal Use Only

Date Received by NYSERDA _____

Completed Form and All Required Attachments _____ Yes ___No

Approved _____ Date _____

Denied _____ Date _____

Installer Eligibility Application Form - PON 2439
Attachment F

Contact Information

Name of Installer: _____

Name of Firm: _____

Mailing Address: _____

City _____ State _____ Zip _____

E-mail: _____

Phone Number _____ Fax _____

Job Title: _____ No. of Years in Current Position/Firm: _____

Previous Employment if in Current Position for Less than 2 Years: _____

_____

Contact Name and Number for Previous Employer, if Applicable: _____

_____

Make and model of wind turbine(s) you would like to be eligible to install

_____

_____

Experience

Number of years professionally installing and/or designing wind systems: _____

For the years of experience reported above, was your role primarily as a supervisor or as a member of the installation team? _____

Please attach additional information to further explain if necessary.

Total number of wind installations: Completed _____ Grid Connected _____ Off-Grid _____

Identify, by system type, the total number of installations completed for grid-connected wind systems (use an attachment if necessary):

System Size/Make & Model Number of Installations _____

_____

_____

_____

Past Wind System Customer References (references for grid-connected systems are preferred):

Name	Phone number	E-mail Address

1. _____

2. _____

3. _____

Additional references may be attached. Although it is preferred that installers have installed at least three wind systems, if you do not have 3 references for completed installations, please attach any relevant documentation to demonstrate your skills and experience related to installing a wind system.

Training/Education

Attach a list of all relevant training and education, description, date of training or education, for all completed, relevant courses or programs. Attach a description of each course and the contact information for the instructor or organizer of the course. Highlight nationally accredited training or courses. Summarize Educational Background (include attachments if necessary):

_____

_____

Professional Affiliations: _____

_____

Installer Credentials

Are you an Authorized Dealer? ☐ Yes / ☐ No

Provide Attachment J, a letter from the manufacturer that they will hold the customer harmless during the warranty period, in the event of dealer default.

Do you have the required insurance?

$1 million in general liability insurance and auto insurance is required.

- NYSERDA should be the Certificate Holder and under the Description of Operations, it should state that "NYSERDA and the State of New York are additional insureds with respect to work being performed on behalf of the insured regarding customer-sited wind installations under PON 2439."

Checklist (This form will be returned if the following are not included or attached)

- ☐ References for at least three installed systems or documentation of experience.
- ☐ Documentation of Training/Instruction and/or Educational Background.
- ☐ Manufacturer's authorization letter
- ☐ For NYSERDA's web site, a list of counties you either will or will not work in.

Review of an application will take approximately 30 days. Applicants granted eligible installer status will be forwarded a copy of the Eligible Installer Agreement (Attachment G) for signature and return, with proof of insurance (see Section IV of Attachment G).

CERTIFICATION STATEMENT

I certify that all information provided in this Form, including any attachments, is true and correct to the best of my knowledge.

Applicant Signature: _____ Date:

All forms and Attachments should be sent to:
New York State Energy Research and Development Authority
PON 2439 Wind Installer Application
NYSERDA
17 Columbia Circle
Albany, NY 12203

E-MAILED FORMS WILL BE ACCEPTED and should be sent to SmallWind@nyserda.ny.gov .

For Internal Use Only
Date Received by NYSERDA _____

Completed Form and All Required Attachments _____ Yes _____ No

Approved _____ Date _____

Denied _____ Date _____

Eligible Installer Agreement
PON 2439 - On-Site Wind Turbine Incentive Program

Attachment G

This Agreement provides the terms and conditions under which an Eligible Installer may participate in NYSERDA's On-Site Wind Turbine Incentive Program. It is completely voluntary and can be terminated at any time for any reason by either NYSERDA or the Eligible Installer.

1. Incentives

(a) Incentive availability - Subject to these terms & conditions, the New York State Energy Research and Development Authority ("NYSERDA") will pay incentives to Eligible Installers who install approved, new, grid-connected wind energy systems for Eligible Customers. Incentive levels are outlined in Section II of Program Opportunity Notice (PON) 2439. Incentives are only available to Eligible Installers and Eligible Installers are required to pass the full incentive amount to the customer in a timely manner, consistent with project milestones.

(b) Eligible Customers - Eligible Customers are New York electricity distribution customers of: Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, National Grid, Orange and Rockland Utilities, Inc. and Rochester Gas and Electric Corporation who pay into the Renewable Portfolio Standard (sometimes referred to as 'RPS' on utility electric bills).

(c) Incentive reservation expiration - It is NYSERDA's goal to see wind energy systems installed in a timely manner, in general, all the wind energy system components should be delivered to the customer's site within 120 days of the NYSERDA Purchase Order date. If this is not possible, NYSERDA must be contacted to establish a reasonable schedule. Otherwise, the reservation will become void 120 days after the NYSERDA Purchase Order date.

(d) Initial payment procedure - NYSERDA will pay 65% of the approved incentive for an approved system, upon receiving proof that all major approved system components and equipment have been delivered to a customer's site. Major approved system components and equipment include, at a minimum, the complete wind turbine, tower, inverter, and batteries if applicable. A packing slip verifying delivery of all wind energy system components, signed by the customer is required for proof for payment.

(e) Installation schedule - The Installer should complete the installation of the wind energy system and request all necessary inspections within 120 days of Installer's receipt of the first incentive payment from NYSERDA. If this is not possible, NYSERDA must be contacted to establish a reasonable schedule. Otherwise, if the system is not installed within 120 days of Installer's receipt of the first incentive payment from NYSERDA, the Parties recognize that the Installer will be required to return any and all incentive payments to NYSERDA.

(f) Final payment procedure - The remaining 35% shall be paid once the wind energy system is operating, has been connected to the utility grid, inspected by all Authorities Having Jurisdiction (AHJ), and/or after a NYSERDA system inspection to verify that the system installation was consistent with the NYSERDA application. Documentation for all applicable utility, state, city, town, and other inspections and approvals must be attached to Attachment F. Final incentive payments may be contingent on NYSERDA inspecting an installed system. Inspections will be made within a reasonable time after a system is installed and are not intended to significantly delay a final incentive payment if all program requirements have been met.

(g) Post-installation verification - If NYSERDA determines that the wind energy system is not installed in a manner that is consistent with this program, the manufacturers' instructions, or generally accepted good practices; NYSERDA may require changes before making any payments, elect to not pay the incentive, or elect not to approve future incentives until changes have been made. NYSERDA will provide a written report to the customer and/or the installer summarizing the results of the post-installation inspection.

(h) Right to deny payment - Notwithstanding any other provision of this Agreement, NYSERDA reserves the right to deny payment of an incentive or seek a refund for incentives paid if, at any time, it learns that the approved wind energy system was not actually installed, not installed by, or under the supervision of an Eligible Installer, not installed as required under this PON (No. 2439) or this Agreement, or if a system was partially or completely installed prior to NYSERDA approval of an incentive application. It is the Eligible Installer's responsibility to ensure that the terms and conditions of this Agreement are followed in good faith.

(i) Incentive Application Approval:

(1) Right to stop approving incentives - NYSERDA reserves the right, for any reason, to refrain from approving Incentive Application Forms for an individual installer or for all installers at any time without notice.

(2) Right to reduce incentives - NYSERDA reserves the right, for any reason, to reduce the incentives for systems being offered under the program, at any time, through written notice to Eligible Installers. Any reduction in incentive levels will not affect incentives or incentive reservations already approved by NYSERDA.

2. Installer Responsibility

(a) Business practices - The Eligible Installer and employees and subcontractors of the Installation Company shall treat customers fairly and in good faith, and deliver promised services in a timely, responsible, professional, and competent manner. The Eligible Installer shall properly represent NYSERDA's program and its relationship to NYSERDA, to customers, and the public.

(b) Capability to conduct business successfully - The Installation Company must have the financial resources to conduct business successfully. NYSERDA may request information to validate that the company has such resources.

(c) Responsible party - The Eligible Installer is required to meet all program terms and conditions and is responsible for systems installed partially or completely by other members of the Installation Company, subcontractors, or any other party designated by the installer to install the system.

(d) Employees and subcontractors - The Eligible Installer is required to ensure that all of the Installation Company's employees, assistants, or subcontractors meet the program requirements and Standard Terms and Conditions for the program. Additionally, any person performing work under this project must be qualified to do the work they perform, and must meet all applicable terms and conditions including, but not limited to, insurance requirements in Section 10 and NYSERDA's publicity clause in Section 12. Persons who assist the Installer and perform more than $2,000 worth of work or who climb the tower shall be considered subcontractors for the purposes of this Agreement. If the Installation Company uses a subcontractor to perform the installation, the Installation Company must have a written agreement with the subcontractor and submit that agreement, with insurance documentation for the subcontractor, to NYSERDA, along with the incentive application. NYSERDA reserves the right to request insurance documentation and subcontractor agreements for any subcontractor. The Eligible Installer is responsible for identifying all individuals who will participate in the installation of the wind energy system. On projects receiving incentives under this program, the Installation Company shall not employ or hire any individual or firm that has been suspended or terminated from this program or any other NYSERDA program without NYSERDA's prior written permission.

e) Supervision responsibilities - The Eligible Installer must be present on site for or ensure that another Eligible Installer is present for a minimum of the assembling and erecting of the wind turbine and tower, and the wind energy system commissioning.

(f) Pre-installation verification - The Eligible Installer is responsible for performing a proper site evaluation to ensure that the site meets the requirements of NYSERDA's program and to determine the feasibility of installing an on-site wind energy system.

(g) Sound installation practices - The Eligible Installer agrees that all systems are to be designed and installed in accordance with sound and currently accepted industry standards and practices.

(h) Maintenance - The Eligible Installer and the Installation Company are responsible for repairs, inspections, and maintenance of the wind energy systems, during the warranty period.

(i) Wind energy system data readings - Meter readings must be conducted by the Eligible Installer or Customer at least once per month in monthly intervals for two years and the cumulative energy production data submitted to NYSERDA two times per year for two years for each installed system. This provision for meter readings and submission of data is included in the Addendum to the Customer Purchase Agreement.

(j) Permitting – It is the Eligible Installer's responsibility to insure that all necessary permits, approvals, certificates, etc. from any applicable AHJ are obtained for all installed systems. Copies of all necessary permits, approvals, certificates, etc must be attached to the Incentive Application Form, Permitting and SEQR Information (Attachment B). An application will not be approved unless the necessary permits, approvals, certificates, etc. are attached.

(k) State Environmental Quality Review Act (SEQR) - The Eligible Installer is responsible for ensuring that each project complies with the requirements of SEQR. Under the provisions of SEQR, NYSERDA must determine if the funding of any action may have a significant impact on the environment, regardless of any other authority's determination. SEQR review should begin with an application to the Town board, zoning, land-use or other local approval-granting body. A SEQR negative declaration or other determination by a local authority will be considered by NYSERDA in its determination. NYSERDA will not commit to providing incentives on any project until NYSERDA has made a determination under SEQR. NYSERDA does not consider the installation of a wind turbine to be a Type II Action.

Please review the SEQR requirements for each project early in the developmental stage, and before entering a contract with a customer that reflects NYSERDA participation. Contact NYSERDA if you have any questions regarding these requirements. For a more comprehensive description of the SEQR process visit http://www.dec.ny.gov/permits/357.html.

(j) Other Permits and Approvals - The Eligible Installer is responsible for insuring that all other required permits, approvals, certificates, etc. for the project are identified and obtained. The Eligible Installer must submit to NYSERDA copies of any permits and approvals, certificates, etc. from all AHJ. If a building permit is not required, the installer must submit evidence that no such permit is required, including a contact name and number for verification by the AHJ.

3. Installer Eligibility

(a) Application does not Entitle Eligible Installer to Participate - Submission of a completed Installer Eligibility Application Form or Incentive Application Form does not entitle the Eligible Installer to incentives under this program. If approved, an Incentive Application Form completed and submitted by an Eligible Installer will form a binding agreement between NYSERDA and the Eligible Installer.

(b) Compliance with program terms and conditions - The Eligible Installer acknowledges that failure to follow program requirements and procedures will result in a loss of applicable incentives and possible termination of this Agreement. This Agreement will be terminated if an Eligible Installer, its employees, or subcontractors do not meet all program terms and conditions or program requirements. NYSERDA may suspend, revoke, or refuse to accept incentive applications until the issue or violation is remedied by the installer. NYSERDA may suspend or terminate the Eligible Installer's participation in the program for any reason. Actions taken by NYSERDA will reflect the severity of the issue or violation that caused the actions to be taken. The number and frequency of issues or violations will also be considered by NYSERDA when determining the resulting action. If NYSERDA requests that an issue or violation be remedied, the effectiveness and promptness of the remedy will be considered when determining the resulting action. NYSERDA is solely responsible for determining the action that will be taken in response to an issue or violation of this PON or these Terms and Conditions. In all cases involving an Eligible Installer's status, or denial of program incentives, NYSERDA's written decision is final.

Issues or violations that may result in disciplinary action as described above, include, but are not limited to:

- Violating the provisions of this PON or this Agreement.
- Failure to maintain adequate financial resources and credit score necessary for performing under this Agreement.
- Failure to act professionally, fairly, and in good faith with the customer, NYSERDA, or NYSERDA's representatives.
- Inability to follow the program guidelines, requirements, and procedures.
- Failing to adequately inform customers of all program milestones, schedules, and requirements.
- Being unresponsive to NYSERDA or NYSERDA's representatives.
- Being unresponsive to customers' installation or service needs.
- Providing false or misleading information verbally or in writing to NYSERDA, NYSERDA's representatives, or to customers.
- Providing false or misleading information on NYSERDA's program or the installer's role in the program.
- Installing systems that violate NYSERDA's requirements, the National Electric Code, or other codes, equipment manufacturers' installation requirements, or generally accepted good installation practices.
- Failing to adequately and promptly address system problems as identified by NYSERDA or the customer or failure to adequately perform inspections and preventative maintenance.
- Repetitive errors in system design or performance calculations.
- Substantiated written complaints received by NYSERDA from customers that are significant or repetitive.
- Failing to honor the full system warranty required under this or previous programs.
- Failing to complete installations within a reasonable time period, considering the circumstances of each installation.
- Having eligibility revoked in NYSERDA's PV program.
- Failing to pass the incentives to the customer in a timely manner, consistent with project milestones.
- Charging customers rates that are not fair and equitable, competitive and consistent.
- Charging the customer more than the cost of analysis and a site visit without adequate reason if an application is not approved or withdrawn.
- Failing to meet all reporting needs in a timely manner, including submission of performance data for each installed system for two years.

(c) Maintaining installation skills - Eligible Installers are required to maintain their wind energy system installation skills. For an installer to remain on the Eligible Installer list, the installer must show proof that they have had a significant role in a wind turbine installation, attended at least one in-depth wind installation training course, or attended an in-depth wind site assessor course at least once every 12 months. If an Installer is attending training for the sole reason of maintaining their NYSERDA eligibility, NYSERDA should be contacted first to verify the course will qualify. NABCEP Certified Small Wind Installers are exempt from this initiative. In addition, each installer must submit a letter

from a manufacturer stating the installer is authorized to install the specified turbine and that the manufacturer will honor the NYSERDA warranty in the event of a default by the installer. Installers who fail to meet these requirements will have their eligibility status revoked.

(d) Maintaining insurance - NYSERDA may suspend the eligibility of an Eligible Installer if the Installation Company's insurance certificate filed with NYSERDA lapses. NYSERDA may reinstate the installer's eligibility once an updated insurance certificate has been filed. Incentive applications will not be accepted and incentive payments will not be made if the insurance certificate filed with NYSERDA lapses.

(e) Appeal process - If an installer wishes to have NYSERDA reconsider a decision regarding termination of this Agreement as described in Section 3(b), the installer must submit a request for reconsideration in writing within 30 days of receipt of NYSERDA's Notice or determination. The request shall be addressed to:

Director of Contracts–PON 2439
NYSERDA
17 Columbia Circle
Albany, NY 12203-6399

The request shall include reasons and any relevant documentation explaining why the installer believes NYSERDA should reconsider. NYSERDA will consider the request and issue a final decision.

4. Customer Purchase Agreement

Incentive Applications must include a Customer Purchase Agreement acceptable to NYSERDA that is signed by the Eligible Installer and the customer. A Customer Purchase Agreement must include, at a minimum the following:

- System information, including: installation location, installation schedule, a description of the system being purchased and an outline of system specifications, the make and model of major system components, estimate of annual energy output, data collection responsibilities, warranty provisions, identification and location of easy-to-read meter, references to UL listing, etc.
- A realistic installation and interconnection schedule that takes into account NYSERDA and utility review requirements. For example, incentive applications should not have an expected installation date that does not include adequate time for NYSERDA to receive, review, and notify the Eligible Installer regarding the status or approval of an application (about 30 - 45 days depending on the level and type of SEQR review required).
- A system output analysis which shall include an estimate of annual energy output of the system with a description of the methodology used to determine the output estimate. The annual energy output estimate shall consider obstructions and include a range of energy outputs that reasonably reflect the uncertainty involved in forecasting the wind resource. This estimate shall be included as part of an Incentive Application Form (Attachment A).

- An economic analysis, including: total system and itemized costs, applicable incentives, payment schedule, routine maintenance, and a cost-effectiveness analysis.
- A routine maintenance schedule including information on scope, timing, and cost of these maintenance items. (Include cost only if the Installer charges separately for this activity.)
- Attachment C of this program, 'Addendum to the Customer Purchase Agreement'.

5. Approved Systems

(a) Siting considerations -

Under the provisions of the State Environmental Quality Review Act (SEQR), NYSERDA must determine if the funding of any action may have a significant impact on the environment. Attachment B, Permitting and SEQR Information, provides a list of the steps and supporting documents that are necessary for approval of NYSERDA funding. All wind installations must meet the requirements of the local zoning ordinances.

In addition, the following general criteria will apply:

- The minimum work zone distance between the tower base, and a property line or power line is the height of the wind energy system, above ground level, including the blades, plus 10%. (i.e., 1.1 times the total height of the wind energy system)
  - Customers may apply for an exemption with written permission from the neighbor and an indication from the neighbor that the use of land in the vicinity is consistent with the proposed wind energy system. There is no exemption for power lines.
- The minimum setback distance between the tower base and a human-occupied building is five times the rotor diameter.
  - Customers may apply in writing for an exemption from this minimum distance requirement for buildings they own; however, the installer must demonstrate that they explained the possible problems of locating the wind energy system less than the required distance from the building.
  - For non-customer owned buildings, Customers may apply for an exemption with written permission from the neighbor, as long as the Customer has demonstrated that they explained the possible problems of locating the wind energy system less than the required distance from the building.
- For building-mounted applications, if the local municipality has an ordinance that stipulates the criteria for building-mounted wind turbines, then building-mounted wind turbines may be eligible for funding under this program, provided all other program requirements are met. If the local municipality does not have an ordinance that stipulates the criteria for building-mounted wind turbines, then a building-mounted wind turbine is not eligible for funding under this program.
- If multiple turbines are proposed for a site, there must be a distance of at least ten times the rotor diameter between the tower bases.
- The bottom of rotor must be at least 30 feet above any obstacle, in any direction, within 500' of the turbine

(b) Installation timing - Incentives are only available for wind energy systems that have not been installed (partially or completely) prior to NYSERDA approval of an incentive application submitted in

accordance with the terms and conditions of PON 2439. Construction or partial construction of the foundation is considered partial installation of the wind energy system and shall not occur prior to NYSERDA's approval of an incentive application.

(c) Approved system design - Wind energy systems must be installed in accordance with the design submitted to and approved by NYSERDA. Any change in system design from the approved application must be approved in writing by NYSERDA prior to installing the wind energy system. Incentives will be revoked for systems that are installed prior to receiving approval from NYSERDA and for systems that are not installed according to the application approved by NYSERDA.

(d) New equipment - All system components installed under this program must be new. Incentives are not available for used or refurbished equipment.

(e) Grid connection - All wind energy systems eligible for an incentive must be grid-connected, on-site applications. On-site wind energy systems are connected on the customer's side of the electric meter and electricity generated by the wind energy system offsets the customer's electricity purchases.

(f) Compliance with laws and codes - All approved systems, system components, and installations must comply with any and all manufacturers installation requirements, applicable laws, regulations, codes, licensing and permit requirements, including but not limited to, the New York State Building Code, the National Electric Code, and New York State's Standard Interconnection Requirements and all applicable state, city, town, or local ordinances or permit requirements.

(g) Eligible wind turbines - Only Eligible Wind Turbines may be installed under this program. Information on the list of Eligible Wind Turbines is available at http://nyserda.ny.gov/en/Page-Sections/Renewables/Small-Wind/Eligible-Wind-Turbines.aspx.

(h) Inverters and interconnection - Inverters and interconnection devices must be listed on the New York State Department of Public Service's list of Certified Interconnection Equipment (http://www3.dps.ny.gov/W/PSCWeb.nsf/96f0fec0b45a3c6485257688006a701a/dcf68efca391ad6085257687006f396b/$FILE/SIRDevices.pdf) or the interconnection must be in agreement with the most current version of the Public Service Commission's Standardized Interconnection Requirements. All wind energy systems must have an appropriate interconnection agreement with the utility and the wind energy system must be installed in compliance with that agreement.

(i) Other electrical components - All other electrical components of the systems such as charge controllers, batteries, wiring, and metering equipment must be certified as meeting the requirements of any relevant national and New York State codes and standards.

(j) Monitoring equipment - Each wind energy system must include, at a minimum, a cyclometer register kilowatt-hour meter (or a meter that can be read numerically by a customer or an "easy read meter") to read total energy output. The energy metering data must be automatically stored independently of the inverter display. In lieu of a meter, a data acquisition system (DAS) capable of transmitting and storing data off-site may be used. The meter must have an accuracy of within ±5% and include a certificate of compliance from the manufacturer. Energy production (including the date of the meter reading) must be collected by the installer or customer at least once per month and the

installer must submit this data to NYSERDA twice per year for two years following interconnection of the wind energy system. A DAS does not alleviate the installer's responsibility to submit timely data to NYSERDA. At NYSERDA's cost, NYSERDA may require that additional monitoring equipment be installed.

(k) Cost of equipment - NYSERDA may request any reasonable documentation or verification of the cost to the customer of purchasing and installing an approved wind energy system.

(l) Title to equipment - Title to all of the equipment purchased under this Agreement shall vest with the customer purchasing the wind energy system.

6. Installation Site Visit / Inspections

(a) NYSERDA reserves the right to make a reasonable number of visits to the customer site, before, during, and after the installation of the wind energy system, up to 24 months following the completion date of the project. Such visit(s) will be at a time convenient to the customer and made will be made with advance notice to the customer by NYSERDA.

(b) The purpose of the site visit(s) is to provide NYSERDA with an opportunity to evaluate the information presented in the application, to evaluate the installed wind energy system in order to determine the actual kW production for program evaluation purposes, or to verify program compliance.

(c) NYSERDA may provide a written report summarizing the results of the approved system inspection to the customer and/or the installer.

7. Changes in the Program

The program and these Terms and Conditions may be changed by NYSERDA at any time. An Eligible Installer will be notified of changes via the e-mail address provided in Paragraph 13 below and through NYSERDA's web site. Approved applications, however, will be processed to completion under the Terms and Conditions in effect at the time the incentive application is approved by NYSERDA.

8. Warranties, Indemnification and Liabilities

(a) Wind energy system warranty - For turbines with a nameplate rating of less than 100 kW, the Contractor/Eligible Installer will provide a full warranty to the purchaser of the wind energy system installed under this Agreement for a period of 5-years after installation. This warranty covers all components of the system against defects, failures, breakdowns, or excessive degradation in electrical output. This warranty covers the full costs, including labor, for the repair or replacement of defective components or systems. If a battery back-up is installed under this Agreement, Contractor/Eligible Installer offers a full warranty to the purchaser for the battery system for a period of 2-years after installation. This warranty covers the battery system against defects, failures, and breakdowns, and covers the full costs, including labor, for the repair or replacement of the battery. For turbines with a nameplate rating of 100 kW and larger, the warranty period shall be two years with all the other

requirements as stated above. The Eligible Installer is responsible for providing warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer.

(b) The system warranty required in this Agreement survives the term of this agreement.

(c) NYSERDA does not endorse, guarantee, or warrant any particular manufacturer, products or installer, and NYSERDA provides no warranties, expressed or implied, for any product or services. The Eligible Installer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, manufacturers, etc.

(d) Scope of NYSERDA review - The Eligible Installer acknowledges that neither NYSERDA nor any of its consultants are responsible for assuring that the design, engineering and construction of the project or installation of the wind energy systems are proper or comply with any particular laws (including patent laws), regulations, codes, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the wind energy systems or the adequacy or safety of such measures. The scope of review by NYSERDA of the installation of the wind energy systems is limited solely to determining whether program terms, conditions, and requirements have been met. It does not include any type of safety review.

(d) Indemnification - The Eligible Installer and the Installation Company shall protect, indemnify, and hold harmless NYSERDA and the State of New York from, and against, all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon, or incurred by, or asserted against, NYSERDA or the State of New York resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Eligible Installer and the Installation Company under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

(e) Release by the Applicant - The acceptance by the Installation Company of final payment shall release NYSERDA from all claims and liability by the Installation Company, its representatives, and assigns might otherwise have relating to this Agreement.

9. Miscellaneous

(a) This Agreement is the entire Agreement between the parties and supersedes all other communications and representations.

(b) If either NYSERDA or the Applicant desires to modify this Agreement, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.

10. Insurance

(a) The Eligible Installer, at no additional cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in Section 10(b) of this Agreement. All such insurance shall be evidenced by insurance policies, each of which shall: (1) name or be endorsed to cover the Eligible Installer as the insured, and NYSERDA and the State of New York as additional insureds; (2) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; (3) indicate that insurance covers NYSERDA PON 2439, or installing end-use wind energy systems; and (4) be reasonably satisfactory to NYSERDA in all other respects.

(b) The types and amounts of insurance required to be maintained under this Article are as follows: (1) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of $1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, $1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and $1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and (2) Commercial automobile liability insurance in respect of motor vehicles owned, licensed or hired by the Installation Company for bodily injury liability, including death and property damage, incurred in connection with the performance of this Agreement, with minimum limits of $500,000 in respect of claims arising out of personal injury, or sickness or death of any one person, $1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and $500,000 in respect of claims arising out of property damage in any one accident or disaster.

(c) Prior to commencing the Work, the Eligible Installer shall deliver to NYSERDA certificates of insurance issued by the respective insurers, evidencing the insurance required in Section 10(b) and bearing notations evidencing the payment of the premiums thereon or accompanied by other evidence of such payment satisfactory to NYSERDA. In the event any policy furnished or carried pursuant to this Agreement will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Eligible Installer, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Eligible Installer shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Eligible Installer shall deliver to NYSERDA a certified copy of each policy.

11. Termination

This Agreement may be terminated by NYSERDA at any time with notice to the Eligible Installer as provided in Paragraph 13 below. In such event, compensation shall be paid to the Eligible Installer for Work performed and expenses incurred for approved installations prior to the effective date of termination. Upon receipt of any such notice of termination, the Eligible Installer shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar

as possible the amount of outstanding commitments. Compliance with the terms and conditions in the Customer Purchase Agreement and the requirement to submit wind energy system data readings survive termination of this Agreement.

12. Publicity

(a) Eligible Installers shall collaborate with NYSERDA's Director of Communications to prepare any press release and to plan for any news conference concerning wind energy systems installed in this program or any NYSERDA program information. In addition the Installation Company shall notify NYSERDA's Director of Communications regarding any media interview in which wind energy systems installed in this program or any NYSERDA program information are referred to or discussed.

(b) Commercial promotional materials, advertisements, informational brochures, and web site content produced by the Installation Company shall credit NYSERDA and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Installation Company within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Installation Company within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Installation Company do not agree on the wording of such credit in connection with such materials, the Installation Company may use such materials, but agrees not to include such credit.

(c) An Eligible Installer may post the information about NYSERDA's Wind Incentive Program on their website. The website must provide a link to one of the NYSERDA wind program web-pages. For example: http://www.nyserda.ny.gov/Energy-Efficiency-and-Renewable-Programs/Renewables/Small-Wind.aspx.

13. Notices

By signing this Agreement, the Installer and Installation Company agree to participation in accordance with these terms and conditions. Installer consents to receive notices via electronic mail at the e-mail address listed below.

14. Certification

Eligible Installer: I certify that all information provided in this application, including any attachments, is true and correct to the best of my knowledge. I have reviewed the eligibility criteria and I understand that I will be required to provide additional information to NYSERDA and to verify individual system eligibility. I have read and understand the above Terms and Conditions which are part of this application and agree to abide by them.

Installer Signature_____Date_____

Print Name and Title_____

E-Mail Address for Notices as called for in Paragraph 13:

_____

Installation Company: The Eligible Installer may submit Applications for Incentives for Wind energy systems on behalf of the Installation Company. The Customer Purchase Agreement shall be executed by the Installation Company and the Installation Company shall maintain the required insurance for the term of this Agreement. All Incentive payments by NYSERDA, under this Agreement, are to be made be made payable to the Installation Company named below:

Company Name _____

Signature of authorized company official _____Date_____

Print Name _____

Print Title _____

NYSERDA Authorized Staff Signature

_____ Date_____

EXHIBIT B

REVISED 5/12

STANDARD TERMS AND CONDITIONS

FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the

Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds $5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and

plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (http://www.dos.state.ny.us/coog/foil2.html) and NYSERDA's Regulations, Part 501 (http://www.nyserda.ny.gov/en/About/~/media/Files/About/Contact/NYSERDARegulations.ashx).

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION**.** The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development

Division for Small Business

30 South Pearl St -- 7th Floor

Albany, New York 12245

Telephone: 518-292-5220

Fax: 518-292-5884

http://www.esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development

Division of Minority and Women's Business Development

30 South Pearl St -- 2nd Floor

Albany, New York 12245

Telephone: 518-292-5250

Fax: 518-292-5803

http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding $100,000 for the purchase of goods and services:

a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).

b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).

c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law (See www.ogs.ny.gov/about/regs/ida.asp).

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations.[a]

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

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[a] This is only a summary; the full text of Part 504 can be accessed at: http://www.nyserda.ny.gov/en/About/~/media/Files/About/Contact/NYSERDARegulations.ashx)

(g)(1) “Receipt of an Invoice” means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(g) “Set-off” means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

(1) any defects in the delivered goods, property or services;

(2) any defects in the invoice; or

(3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be

extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars ($10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or

regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Eligible Wind Turbine Application Form

Attachment H - PON 2439

Contact Information

Name of Applicant _____

Name of Firm _____

Mailing Address _____

City _____ State _____ Zip _____

E-mail _____ Phone Number _____ Fax _____

Wind Turbine Information

Make of Wind Turbine:_____

Wind turbine power output at 11 m/s per the power curve from IEC 61400-12-1: _____

Identify testing laboratory or organization:

_____

_____

Checklist (This form will be returned if the following are not complete and included or attached)

☐ Technical information and specifications on the wind turbine, inverter, and tower.

AND

☐ Evidence that an international organization, accredited to ISO/IEC Guide 65 or EN45011, has certified that the turbine meets the appropriate sections of IEC 61400 for acoustics, durability, safety, and performance standards.

NYSERDA is a member of the Interstate Turbine Advisory Council (ITAC), established under the Clean Energy States Alliance. One of ITAC's goals is to establish a collaborative group of public clean energy programs to evaluate and identify small and medium wind turbines that fit the performance and durability expectations of incentive providers. ITAC has published its Unified List of Turbines, which is available at http://www.cleanenergystates.org/projects/ITAC/itac-unified-list-of-wind-turbines/. NYSERDA has adopted this list for all turbine sizes included in the list. NYSERDA reserves the right to impose additional restrictions or relax ITAC's requirements dependent on program needs.

Certification Statement- Review and sign for NYSERDA's review.

I certify that all information provided in this form, including all attachments, are true and correct to the best of my knowledge.

Applicant Signature _____ Date _____

All forms and Attachments should be sent to:

New York State Energy Research and Development Authority
PON 2439: Wind Turbine Application
17 Columbia Circle
Albany, NY 12203-6399 FAXED FORMS WILL NOT BE ACCEPTED.

Forms, attachments and links may alternatively be e-mailed to SmallWind@nyserda.ny.gov.

For Internal Use Only

Date Received by NYSERDA _____

Completed Form and All Required Attachments _____ Yes _____ No

Approved _____ Date _____

Denied _____ Date _____

Attachment I Electric Utility Information PON 2439

Applicant Name:

Site Address:

Installer:

NYS Net Metering Law Section that identifies that this technology is eligible:

Utility Tariff that applies to this technology and site:

	Account #	Name on Utility Bill	Service Address	Utility Provider	NYISO Zone	Recent 12 month total usage (kWh)	Start (mm/yy)	End (mm/yy)
Host Site Meter								
Satellite Meter 1								
Satellite Meter 2								
Satellite Meter 3								
Satellite Meter 4								

Note: The host account and each satellite account being used to document load which justifies the size of the wind turbine for which incentives are being requested, must pay the RPS surcharge.