



Solar Thermal Incentive Program
Program Opportunity Notice (PON) 2149 Rev. 01
\$14,063,299 Available

**Solar Thermal (ST) Incentive Project Applications and Solar Thermal Installer/Contractor Applications Accepted
December 10, 2010 through December 31, 2015
By 5:00 PM Eastern Time***

The New York State Energy Research and Development Authority (NYSERDA) requests applications from qualified Solar Thermal (ST) Installers/Contractors to participate in the Solar Thermal Incentive Program (Program). Qualified Solar Thermal system installers/contractors are required to submit participation applications to become eligible installers/contractors. Participation applications will be accepted at any time while the program is open.

To be considered for participation in the Program, ST Installer/Contractor applicants must submit one [1] clearly labeled, completed and signed application package as detailed in (Solar Thermal Installer/Contractor Eligibility Application Instructions and Application to NYSEDA. The application package can be emailed to STForms@nyserda.ny.gov or may be mailed to the address provided below.

Once a Participation Agreement with NYSEDA has an executed, an Eligible installer/contractor can submit projects to the Program for consideration of incentives. Program incentives are available on a first-come, first-served basis. The Program offers two types of incentives for eligible projects:

1. *Displaced kWh incentive:* Incentive applied to the total project cost based on displaced kWh (available only for projects that displace electrically heated domestic hot water). The full value of the incentive must be credited to the total project cost (cost of project before incentives).

To access incentives, Eligible Installer/Contractor must submit completed and signed incentive application package into PowerClerk as detailed in Program Manual for each project.

All Program questions should be directed to Marci Brunner at (518) 862-1090, ext. 3415 or mlb@nyserda.ny.gov.

All Contractual questions should be directed to Venice Forbes at (518) 862-1090, ext. 3507 or vwf@nyserda.ny.gov.

**Solar Thermal Installer/Contractor Application PON 2149
Attn: Program Manager
NYS Energy Research and Development Authority
17 Columbia Circle
Albany, NY 12203-6399**

Installer/Contractor applicant questions should be directed to Diane Stacey at (518) 862-1090, ext. 3297 or dms@nyserda.ny.gov.

Please indicate that you are calling in reference to PON 2149.

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*Late, incomplete, or unsigned applications will be returned. Faxed or e-mailed applications will not be accepted. Applications will not be accepted at any other NYSEDA location other than the address above. If changes are made to this solicitation, notification will be posted on NYSEDA's website at www.nyserda.ny.gov.

I. INTRODUCTION

WHAT IS THE SOLAR THERMAL INCENTIVE PROGRAM?

The New York State Energy Research and Development Authority (NYSERDA) provides incentives for the installation of new Solar Thermal systems for the production of hot water displacing electrically and fossil fuel heated hot water. System incentives are capped at \$4,000.00 per site/meter for residential systems and \$25,000.00 per site/meter for nonresidential applicants. Funding for the Solar Thermal Incentive Program ("Program") has been allocated by the New York State Public Service Commission through the Renewable Portfolio Standard (RPS) program and Regional Greenhouse Gas Initiative. The goal of the program is to install 35.1 MW of Solar Thermal capacity by 12/31/2015. Incentives will be granted on a first-come, first-served basis, and applications will be accepted through December 31, 2015, or until funds are fully committed, whichever comes first.

HOW DOES THE PROGRAM WORK?

Financial incentives are available for qualified customers who wish to install Solar Thermal systems through applications submitted by an "Installer/Contractor." Installers/Contractors have demonstrated technical competence in the Solar Thermal field and who have signed a written Participation Agreement with NYSERDA to abide by certain ST Program terms and conditions. Incentives are paid directly to the Contractor but must be passed on in full to the customer as a reduction in the customer's out-of-pocket cost. Installers/Contractors are responsible for preparing and submitting all necessary incentive paperwork to NYSERDA.

Solar Thermal system installers who have met one of the following credentialing criteria are encouraged to participate

1. NABCEP Certification (North American Board of Certified Energy Practitioners):
Installers who choose to become credentialed through NABCEP must fulfill one of the following requirements:
 - A. Hold the NABCEP Solar Heating Installer Certification
Or
 - B. Have completed both the NABCEP Solar Heating Entry Level Program, by completing coursework offered by a registered NABCEP Entry Level Exam Provider, **and** passed the NABCEP Solar Heating Entry Level Exam.
NOTE: Installers who choose 'B' as a participation path must, within 24 months of their becoming a participant in the Program, comply with 'A'. Failure to meet this deadline could result in a loss of eligibility.
2. Journeymen that have completed an approved NYS DOL Apprenticeship Program through the United Association of Plumbers, Fitters, Welders, and HVAC Service Techs Apprentice Program including UA approved solar thermal training.
3. A Solar Thermal manufacturer's certification which includes 18 hours of manufacturer's specific training and demonstration of equivalent experience.

More information on how to become an Eligible Installer/Contractor can be found in the Eligible Installer/Contractor Instructions and Application Package..

In addition to financing that may be offered through an Installer/Contractor, the Program offers financing through Green Jobs-Green New York (GJGNY). Information on financing options, terms and qualification criteria can be found on NYSERDA's web site at the following link:

<http://www.nyserda.ny.gov/solar-financing>

Installer/contractor tools to facilitate customer use of GJGNY financing are attached to this solicitation.

II. PROGRAM REQUIREMENTS

GENERAL PROGRAM RULES

The following rules apply to the Program and to the payment of incentives:

- **Eligibility for Solar Thermal Program Incentives.** 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, Niagara Mohawk Power Corporation, Orange and Rockland Utilities, Inc. and Rochester Gas and Electric Corporation who contribute to the Renewable Portfolio Standard/System Benefits Charge (sometimes referred to as 'RPS'/'SBC' on utility electric bills).
- **For Residential Projects:** A "Clipboard" Energy Efficiency Audit must be performed. A clipboard energy audit consists of two components: an interview of the home/building owners to ascertain energy use habits and the age of the building, and an inspection of the building to identify energy saving opportunities.

The inspection component of the Clipboard Audit includes an assessment of the hard-wired lighting systems and free-standing light fixtures, appliance ages and whether they are ENERGY STAR® qualified, the presence of advanced power strips, existence of “vampire loads” related to consumer electronics and battery chargers, use of programmable thermostats or timers for air conditioners, age and condition of the doors and windows, and details on recent energy efficiency upgrades, such as installation of insulation. The Clipboard Audit should take no more than 60 minutes. The Clipboard audit also includes a debriefing, during which the Installer/Contractor will review with the homeowner the results of the Clipboard Audit. The Installer/Contractor will also provide informational brochures on low cost/no cost tips for reducing energy consumption, as well as other NYSERDA, and utility, energy efficiency programs. The Installer/Contractor will also leave a list of Home Performance Contractors who the homeowner can contact should they be interested in making more comprehensive energy efficiency improvements to their home.

At the end of the inspection, the installer will leave a copy of the audit report with the homeowner. However, the homeowner is not required to implement energy efficiency measures as prerequisite to receiving incentives through the Solar Thermal Program.

Non-Residential Projects: Building owners are provided with information on ENERGY STAR’s Portfolio Manager Benchmarking Tool or other equivalent tool. If requested by the building owner, the Participating Contractor shall assist them to enter utility bill information into the Tool in order to produce a EUI (Energy Use Index) and, where applicable, an ENERGY STAR score. Customers will not be required to benchmark or implement energy efficiency measures as a pre-requisite to receiving Program incentives. A copy of the signed acknowledgement must accompany the application and be uploaded into Powerclerk at time of application.

Incentive highlights:

- Incentives are paid directly to the Contractor and must be passed on in the full amount to the customer. They will not be provided directly to customers purchasing or installing ST Systems.
- Incentives are only available for new equipment and ST Systems that have not been installed (partially or completely) prior to NYSERDA receiving a project application.
- Incentives are calculated based upon estimated displaced electrical usage. Incentives are available to residential (single and multifamily), non-residential, and non-profit customers who use a Contractor participating in the Solar Thermal Program. Equipment and systems must be certified by the Solar Rating and Certification Corporation (SRCC). Incentives are based on SRCC for OG 300 systems, Solar Pathfinder or RETScreen performance estimates for SRCC OG 100 Components. Typical Solar Thermal systems can only displace 50-80% of the thermal load associated with the production of domestic hot water. Therefore, the displaced kWh cannot exceed 80% of the total calculated existing thermal load.
- NYSERDA reserves the right to establish and enforce a per month capacity limit on Eligible Installers and Contractors. Applications received after this limit is reached will not be accepted

Limitation - This solicitation does not commit NYSERDA to award a contract, pay any costs incurred in preparing any application. NYSERDA reserves the right to accept or reject any or all applications received, and to cancel in part or in its entirety the solicitation when it is in NYSERDA’s best interest.

III. INCENTIVE APPLICATION REQUIREMENTS – see Solar Thermal Program Manual

ADDITIONAL INFORMATION AND ATTACHMENTS

Information for Eligible Installers and Customers

Customer Guide
Project Application Form*
Incentive_Payment
Change Request Form*
Addendum Agreement*
***Needs to be completed by an Eligible Installer/Contractor**

Information to Become an Eligible Installer/Contractor

Installer/Contractor Application Package

GJGNY

Green Jobs-Green New York Financing Contractor Application
ProForma Tools

Specific Program Rules

NYSERDA Solar ST Program Manual
Field Inspection Guidelines

**Solar Thermal Incentive Program
Program Opportunity Notice PON 2149 – ST Program Rev 01**

**Summary of Revisions
EFFECTIVE October 17, 2014**

- Added Change Request Form
- Solar Installer/Contractor App
 1. Added UA Credentialing path

- Revised Addendum to include Lease Agreements and GJGNY financing
- Removed Requirement to submit Customer Purchase Agreement
- Removal of Monitoring Reporting Requirement
- Modified Utility Bill Requirement
- Added GJGNY financing
- Renaming of Forms
- New E-mail address for Change forms and Incentive Requests

SOLAR THERMAL INCENTIVE PROGRAM PROJECT APPLICATION FORM

Contractor Name _____ Installer Name _____ Installer # _____ Cell Phone _____

Customer Name _____ Customer Phone No. _____

Installation Address _____ City _____ Zip _____

Electric Utility Service Territory _____ Customer sector type Residential Non-Residential

Customer sub-sector Single Family Residence 2-4 Family Residential Multifamily Agricultural
 Educational Municipality Government Industrial Other

Total Annual Electric Usage _____ kWh Hot water heater portion of usage _____ kWh or BTUh for Non-RPS

Displaced by ST (not to exceed 80% of hot water portion) _____ kWh Will Project use GJGNY? Yes No

Submit calculations with application and check off below the method used to calculate displaced kWh: SRCC OG-300 _____

RETscreen Solar Pathfinder Thermal T-Sol PolySun Other (requires NYSERDA pre-approval) _____

For Existing Building, no. of people in household _____ or for New Construction, no. of bedrooms plus 1 _____

Residential: Gallons per day (GPD) used _____ Non-Residential, GPD used-please show calculations _____

Existing Hot Water appliance: Manufacturer _____ Model Number _____ Quantity _____

If fossil fuel funded, check one of the following:

gas oil propane

Equipment: Solar Thermal System: SRCC OG-300 Certified? (check one) Yes No (Please upload SRCC Datasheet)

Mfg/Solar Collectors _____ Quantity _____ Cost \$ _____

Solar Water Tanks _____ Size in Gallons _____ Cost \$ _____

Balance of System _____ \$ _____

Installation/Labor Cost _____ \$ _____

Other _____ \$ _____

Other _____ \$ _____

**TOTAL COST BEFORE
NYSERDA INCENTIVE** \$ _____

NYSERDA INCENTIVE \$ _____

*Cost to Customer after Incentive (Total Less
Incentive)* _____ \$ _____

CERTIFICATION STATEMENT:

I certify that all information provided in this application, including worksheets, analysis, permits and approvals, is true and correct to the best of my knowledge. I also attest that the customer contributes to the Renewable Portfolio Standard/Systems Benefit Charge if applying for Electric/RPS funding.

Installer* or Contractor Signature _____ Date _____

***If executed by Installer, Installer and Contractor certify that Installer is authorized by Contractor to do so.**

Print Contractor Name _____

Customer Signature _____ Date _____

Print Customer Name _____

Solar Thermal (ST) Incentive Program ADDENDUM to the AGREEMENT

Please check appropriate box below.

This is an Addendum to a Customer Purchase Agreement

All Customer Purchase Agreements submitted in connection with an Application for Incentives under PON 2149 must include a fully executed copy of this Addendum to the Customer Purchase Agreement to be eligible to apply for Solar ST Program incentives. The Eligible Installer is identified below as “Installer”, the Customer/Owner is identified below as “Customer,” and the Eligible Installer’s Contractor is identified as the “Contractor.” Once executed by Contractor and Customer, this Addendum shall be incorporated into and shall become part of the Customer Purchase Agreement. _____(initial)(Customer)

This is an Addendum to a Lease Agreement

All Leases (Agreements) submitted in connection with an Application for Incentives under PON 2149 must include a fully executed copy of this Addendum to the Lease (“Addendum”). The Contractor or Lessor under the principal Agreement to which this Addendum is attached is identified below as Contractor; the Customer/Lessee is identified below as “Customer.” Once executed by Contractor and Customer this Addendum shall be incorporated into and shall become part of the Customer Agreement. _____(initial)(Customer)

Attorney Consultation: This Agreement is a legally binding document; you may wish to consult with an attorney before signing.

Conflicting Terms: In the event of a conflict between the terms 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.

Incentives are only available for the installation of new equipment and ST Systems that have not been installed (partially or completely) prior to the *Project Application* achieving a status of ‘Submitted via Internet’. Incentives will not be provided directly to Customers but are paid to the Contractor, who must apply the entire approved amount to the Customer’s cost via a corresponding reduction in Customer’s Total System Cost. The Final Invoice Checklist, completed and signed by the Installer/Contractor and Customer at the time of commissioning, must accompany the Final Incentive Request Form submission.

Solar Thermal Program Incentives:

The Program offers the following incentive:

1. *Displaced kWh incentive:* Incentive applied to the total project cost based on displaced kWh. The full value of the incentive must be credited to the total project cost (cost of project before incentives).

The Incentive will not be provided directly to Customers but are paid to the Contractor, who must apply the entire approved amount to the Customer’s cost via a corresponding reduction in Customer’s Total System Cost.

Qualified Customers:

The *Displaced kWh incentive* is 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/System Benefits Charge (sometimes referred to as “RPS/SBC” as a line item on utility electric bills).

Review of System Design: NYSERDA will review the design of the Solar Thermal System considering issues including, but not limited to, existing thermal demand, system layout, orientation, shading, expected output, etc. NYSERDA approval of the Incentive Application is contingent on adherence to the proposed system design. Installers/Contractors must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be revoked.

Solar Thermal (ST) Incentive Program ADDENDUM to the AGREEMENT

All potential system output losses (after all equipment losses are applied) associated with shading, system orientation, tilt angle, must be included. Such losses must be detailed in each application package using industry accepted shading and orientation tools, verifiable assumptions and calculations. In cases where trees or any other obstruction must be removed or moved in order to meet the program rules, incentive payments will not be made until the obstructions are removed and a new shading analysis and photos have been submitted and reviewed by NYSERDA. Any trees or obstructions must be clearly labeled in the site map.

Qualified Sites/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, Niagara Mohawk Power Corporation, Orange and Rockland Utilities, Inc. and Rochester Gas and Electric Corporation who contribute to the Renewable Portfolio Standard/System Benefits Charge (sometimes referred to as “RPS/SBC” as a line item on utility electric bills).

Warranty for Purchase Agreements: Both the Eligible Installer and the Contractor shall offer a full/transferable warranty to the purchaser of the ST System installed under this Customer Purchase Agreement for a period of five (5) years from the date the system is marked ‘Completed’ by NYSERDA. This warranty covers all components of the system against breakdown or degradation in thermal output of more than ten percent from their original rated thermal output. This warranty covers the full costs, including labor and repair or replacement of defective components or systems.

Warranty for Leases: At a minimum, the **Contractor** shall offer a full parts and labor warranty to the Customer for the initial term of this Agreement. Under no circumstance will Customers be responsible for any labor and repair or replacement costs of defective components or systems over the initial term of this Agreement the customer shall not be responsible for lease payments during periods when the system is in disrepair and not functioning. Should the customer sell the residence at which this solar facility is located, the production guarantee is fully transferrable to a new lessee, consistent with the terms of the lease agreement.

RENEWABLE PORTFOLIO STANDARD (RPS) ATTRIBUTES: Orders issued by the NYS Public Service Commission 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, or displaced, 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.

Quality Control: For quality control purposes, all parties including the Customer must provide NYSERDA or its representative with reasonable access to the Solar Thermal System for inspection purposes. Final incentive payment may be contingent on NYSERDA inspection of the installed Solar Thermal System.

Publicity and Site Events: Customers and Installers are required to collaborate with NYSERDA’s Director of Communications should they prepare any press release or plan any news conference related to the Solar Thermal System. NYSERDA is authorized to use Solar Thermal system photographs in brochures, on its website, and in other print materials.

Tax Incentives: Customers are encouraged to consult the Internal Revenue Service (See www.irs.gov), the NYS Department of Taxation and Finance (See www.tax.ny.gov) and with an accountant/tax adviser for details on eligibility for the tax credit provided in the law, regardless of whether the Installer/Contractor has provided

Solar Thermal (ST) Incentive Program ADDENDUM to the AGREEMENT

information regarding the expected tax benefits (real property, federal or state tax incentives, or sales and use tax exemptions).

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

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

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

Solar Thermal system completion/commissioning: The Contractor/Installer agrees to complete the installation of the ST system, and request all necessary inspections, within 120 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Contractor will be required to return any and all incentive payments to NYSERDA if this milestone has not been met.

Clipboard Audit: The Installer/Contractor agrees to complete a clipboard audit consisting of two main components: an interview of the home/building owners to ascertain energy use habits, and identify potential energy efficiency measures, especially low- and no-cost measures that could reduce the electricity load of the building. The Participating Contractor shall conclude the *Clipboard Audit* with a homeowner debriefing and provide the homeowner with a copy of the *Clipboard Audit Report*. Customers will not be required to implement the energy efficiency measures identified in the *Clipboard Audit* as a pre-requisite to receiving an incentive through the Solar Thermal Program.

Non Residential Energy Assessment: The Contractor/Installer will provide non-residential building owners with information on Energy Star's Portfolio Manager Benchmarking Tool or other equivalent tool and, if requested by the building owner, assist them to enter utility bill information into the Tool in order to produce an EUI (Energy use index) and, where applicable, an Energy Star score. Customers will not be required to benchmark or implement energy efficiency measures as a pre-requisite for receiving an incentive through the Program.

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

Consumer Information: New York consumers and customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information:
http://www.ag.ny.gov/bureaus/consumer_frauds/tips/home_improvements.html

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

Solar Thermal (ST) Incentive Program ADDENDUM to the AGREEMENT

Communication with Customer: Installer, Company and Customer agree that NYSERDA may, at NYSERDA’s discretion, communicate by voice and/or written format with any Solar Thermal System Customer with respect to any matter relevant to a proposed or installed Solar Thermal System. Such communications may be in reply to an inquiry from a Customer or at NYSERDA’s initiation.

Disclaimer: The Customer understands that neither NYSERDA nor the State of New York: (1) endorse any Eligible Installer/Contractor; or (2) guarantee, warranty, or in any way represent or assume liability for any work proposed or carried out by an Eligible Installer/Contractor. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any solar electric generation system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the solar generation systems or the adequacy or safety of such measures.

Statement of Acknowledgement: By signing, all parties acknowledge that they have read and understand the above information and requirements and agree to abide by them. NYSERDA will not accept a project application from an Installer/Contractor if the date of the signed Agreement with the Customer is more than 30 days prior to submittal.

Customer: By signing below, the Customer agrees that the site contributes to the Renewable Portfolio Standard (RPS)/ System Benefits Charge (SBC) through a monthly electric utility bill.

Customer Signature _____

Print Name _____ Date _____

Contractor: By signing below, the Contractor certifies that he or she is: (1) Eligible to participate in NYSERDA’s Solar Thermal Incentive Program; (2) in compliance with Terms and Conditions of NYSERDA’s program; and (3) is bound by the Terms and Conditions of this Customer Agreement.

Contractor Signature* _____

Print Name _____ Date _____

*If executed by Installer, Installer and Contractor certify that Installer is authorized by Contractor to do so.



Email this form to STforms@nyserda.ny.gov

Rev. 01

Solar Thermal Incentive Program Change Request Form

Date _____ 4 Digit Installer # _____ 5 Digit Application # _____

Check one: **Change Order** _____ **Cancellation** _____ **Extension Request** _____

Electric Utility _____ **ATTACH REVISED 1-LINE DRAWING IF APPLICABLE and refer to section 5.4 of Solar Thermal Manual for Program rules.**

Will project use GJGNY financing? _____ No _____ Yes (If yes, submit a new ProForma Tool)

Reason for Change/Cancel/Extension _____

COMPLETE THE SECTION BELOW ONLY IF THIS IS A CHANGE ORDER

NEW SYSTEM

Displaced by ST	kWh		
Total Price	\$	*Is this an OG-300 System?	<input type="checkbox"/> yes <input type="checkbox"/> no
NYSERDA Incentive	\$	*Is an additional incentive requested?	<input type="checkbox"/> yes <input type="checkbox"/> no
Equipment:	Quantity	Cost	Manufacturer & Model Number
Solar Water Tanks		\$	Gallons
Solar Water Collector		\$	
Other		\$	

To accept , sign below and return.

Contractor Signature _____ Date _____

If executed by Installer, Contractor certifies that Installer is authorized by Contractor to do so.

Customer Name _____

Customer Signature _____ Date _____

<p>For NYSERDA use only.</p> <p>Approved in PC by _____</p> <p>Date _____</p>	<p>PO # _____</p> <p>Original PO Amount: _____</p> <p>Amount of Increase: _____</p> <p>New PO Amount: _____ Fund Code _____</p>
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E-mail this form to STinvoices@nyserda.ny.gov



SOLAR Thermal INCENTIVE PROGRAM Incentive Request Form

Rev. 01

Please refer to Program Manual, Section 2.7 for naming protocol of incentive requests. All documents must be scanned as a single pdf.

Contractor Name _____ Installer Name _____

NYSERDA Project No. _____ -- _____ Customer Name _____

Installation Address _____

Total Approved Incentive Amount \$ _____

If insurance will expire soon, email current Certificate of Insurance to ela@nyserda.ny.gov.

NYSERDA PO# (click on link in PC "show contract details" to find PO#) _____ Amount Requested \$ _____

Date of Installation _____

ITEMS TO BE INCLUDED WITH THIS REQUEST (This request will be denied if the following are not included)

_____ Acceptance of system by the Authority having Jurisdiction (AHJ)

_____ Any and all required permits including applicable utility, state, city and town permits.

CERTIFICATION STATEMENT: I certify that all information provided in this form, including all attachments, are true and correct to the best of my knowledge. _____ (installer/contractor initials)

Must be initialed

All installation and interconnection responsibilities have been completed by the Installer/Contractor as outlined in the Solar PV Program Manual. _____ (Installer/Contractor initial).

I attest that the ST system is interconnected and operational, and further agree to notify NYSERDA should the ST system be non-operational for any 4 week period of time going forward. _____ (Customer initial)

Customer Signature _____ Date _____

Print Customer Name: _____

Contractor Signature _____ Date _____

Print Contractor Name _____

If executed by Installer, Installer and Contractor certify that Installer is authorized by Contractor to do so.



Solar Thermal Incentive Program Manual

PON 2149

October 2014 - revision 01



New York State Energy and Research Development Authority

17 Columbia Circle

Albany, NY 12203-6399

(518) 862-1090

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1.0 PROGRAM SUMMARY

1.1 What Is The Solar Thermal (ST) Program?

The New York State Energy Research and Development Authority (NYSERDA) provide incentives for the installation of new Solar Thermal (ST) systems for the production of hot water to displace electrically heated domestic hot water. Incentives for displaced kWhs are capped at \$4,000 per site/meter for residential systems and \$25,000 per site/meter for nonresidential applicants. Funding for the displaced kWh incentive in the Solar Thermal Program (“Program”) has been allocated by the New York State Public Service Commission through the Renewable Portfolio Standard (RPS) and Regional Greenhouse Gas initiative (RGGI). . Incentives funded through the RPS and RGGI will be granted on a first-come, first-served basis, and applications will be accepted through December 31, 2015, or until funds are fully committed, whichever comes first. RPS funding is only available for solar thermal systems that retain electric backup heating systems. The Program does not provides incentives or financing for solar thermal systems used for space heating, pool heating or combination systems (systems that provide domestic hot water (DHW) and space heating).

1.2 How Does the Solar Thermal Program Work?

Financial incentives are available for qualified customers who wish to install Solar Thermal systems through applications submitted by an Eligible Installer/Contractor. The Eligible Installer/Contractor has signed a participation agreement with NYSERDA, agreeing to abide by the terms and conditions of the Program. The full amount of the approved NYSERDA incentive must appear in the customer purchase agreement in the form of a reduction in the customer’s out-of-pocket cost. Incentives are paid directly to the Contractor. Installers/Contractors are responsible for preparing and submitting all necessary incentive paperwork to NYSERDA. Solar Thermal customers may be eligible to finance the purchase of their Solar Thermal system through NYSERDA’s Green Jobs/Green New York (GJGNY) Program using either a Smart Energy Loan or On-Bill Recovery. Residential Customers: may apply online or download an application at www.energyfinancesolutions.com.

Commercial Customers: Visit: www.nyserdera.ny.gov/small-commercial-financing. see PON 2293 for further information on financing: [PON 2293](#).

On average, incentives for a typical residential or commercial system are expected to cover approximately 15 to 20% of the installed cost of a ST Systems.

1.3 INSTALLER QUALIFICATIONS

To be considered for eligibility to participate in the Program, the applicant must provide the requested information in the following areas:

Applicants may qualify for eligibility to participate under sections 1, 2, or 3 below:

1. NABCEP Certification (North American Board of Certified Energy Practitioners):

Installers who choose to become credentialed through NABCEP must fulfill one of the following requirements:

A. Hold the NABCEP Solar Heating Installer Certification

Or

B. Have completed both the NABCEP Solar Heating Entry Level Program, by completing coursework offered by a registered NABCEP Entry Level Exam Provider, **and** passed the NABCEP Solar Heating Entry Level Exam.

NOTE: Installers who choose 'B' as a participation path must, within 24 months of their becoming a participant in the Program, comply with 'A'. Failure to meet this deadline could result in a loss of eligibility.

2. Journeymen that have completed an approved NYS DOL Apprenticeship Program through the United Association of Plumbers, Fitters, Welders, and HVAC Service Techs Apprentice Program including UA approved solar thermal training.

3. A Solar Thermal manufacturer's certification which includes 18 hours of manufacturer's specific training and demonstration of equivalent experience.

Experience – Installer will be evaluated on past performance in NYSERDA Programs; areas of responsibility within their firm or organization; installation experience; experience in performing shading analysis; credentials; employment history; customer satisfaction; and other relevant experience. References and contact information to allow verification must be provided.

Customer References – Provide three (3) written and signed business references for completed ST installations. References for installations where the installer had a primary role in installing the system are preferred. Verifiable references for specific projects should be accompanied by a brief description of the systems installed and the applicant's role in the project.

Performance Under Other NYSERDA Programs – An Installer Application will not be processed if the applicant is listed as the Installer on a delinquent system or where unresolved customer or performance issues exist on any similar NYSERDA program.

1.4 Contractor Qualifications

Interested qualified companies, together with a qualified installer, may apply to participate in the Program at any time while the program is open. When making application, contractor should provide resumes of key personnel including ownership, management, sales, installation and design/engineering. Contractors must also provide three company references. Once a company becomes a participant in the ST Program, they may submit project applications for qualified customers to the ST Program and qualify for financial incentives and/or financing.

A Participating Contractor may use any business structure that is legal for conducting this type of business in the State of New York (corporation, LLC, sole proprietorship, etc.). To become a participating Contractor, the Contractor must be able to meet all ST Program requirements including required insurance coverage and have the capability to provide warranty services on all ST systems installed, as required by the ST Program and NY State law.

Participating Contractor must comply with all local authority requirements for registration and licensing that apply to the installation of ST systems.

Participating Contractors must employ, or hire subcontractors that employ, installers who meet one of the credentialing requirements detailed in Section 1.3.

A System installed by a Contractor who is not a participant in the Program is not eligible for Program incentives.

2.0 GENERAL PROGRAM RULES

2.1 Program Incentives - Incentive applied to the total project cost based on displaced kWh. The Incentive is only available for ST systems that displace electrically heated domestic hot water. The Incentive is available on a first-come, first-served basis. The Incentive will only be reserved for customers once an application has been approved by NYSERDA. The Incentive will continue to be available through December 31, 2015, or until funds are fully expended, whichever occurs first. The current Incentive rate is \$1.50 per displaced kWh; the incentive rate may be adjusted as necessary based on available budget or market conditions. The maximum incentive amount available per site/meter is of \$4,000 for a residential system and \$25,000 for a non-residential system

The Incentive is reserved for Solar Thermal Systems installed by participating Installers/Contractors. The Incentive is available only for new equipment and Solar Thermal Systems that have not been installed (partially or completely) prior to an incentive application achieving a Program status of 'Submitted via internet'. . The Incentive will not be provided directly to customers purchasing or installing Solar Thermal systems.

The full amount of the approved NYSERDA Incentive must appear in the customer purchase agreement in the form of a reduction in the customer's out-of-pocket cost.

When approved, the incentive amount will appear on the approval letter that Installer/Contractor receives from NYSERDA. Installers/Contractors are responsible for sending a copy of the approval letter to the customer. This amount will not change assuming the ST System is installed, as approved, and within the Terms and Conditions of NYSERDA's Solar Thermal Program.

The RPS incentive for Solar Thermal systems installed through the Solar Program is available for qualified customers only. Qualified customers are those who pay the Renewable Portfolio Standard (RPS)/System Benefits Charge (SBC) as part of their electricity bills. Homeowners whose systems qualify for the Incentive through this PON are prohibited from receiving incentives through another funding source or NYSERDA program for the same system. NYSERDA reserves the right to limit the number of incentives per customer/site/meter.

The Incentive is based on displaced electrical usage based upon Solar Rating and Certification Corporation (SRCC) OG-300 estimates of system production and/or standard industry software such as RETScreen, or SolarPathfinder thermal program. For solar collector manufacturers who have SRCC OG-100 collector ratings and have applied for a SRCC OG-300 system rating but have not yet received a rating, an estimate based on the panel's SRCC OG-100 rating and along with calculations from RETScreen, Solar Pathfinder Thermal or other approved method may be provided. NYSERDA will review the energy production data to determine the accuracy of the estimated production. In addition to system output, the Installer/Contractor must identify and quantify the DHW thermal load to be offset. Estimates of system production and or thermal load

that are determined to be highly inaccurate may result in the manufacturer or installer being disqualified from participation in the Program.

NYSERDA reserves the right to make changes in the incentive level. Any revisions in the incentive level will be posted on NYSERDA's website, and Installers/Contractors will also be informed via email. A customer's application received by NYSERDA after an incentive change will be automatically changed and processed at the new incentive level. Installers/Contractors and customers are prohibited from cancelling submitted applications and re-applying if incentives are increased the following months.

2.2 Incentive Calculations

Incentives are calculated based upon estimated displaced electrical usage. Typical Solar Thermal systems can only displace 50-80% of the thermal load. Therefore, the displaced kWh cannot exceed 80% of the total calculated existing thermal load.

Example: The Solar family has an annual electrical usage of 12,259 kWh as detailed on their utility bill. They currently have an electric hot water heater, there are 4 persons living in the residence. A RETScreen analysis indicates that 3,309 kWh or 27% of that yearly electric bill is attributed to hot water. The ST system proposed by Installer is expected to displace 76% (76% < 80%) of their hot water load.

Example: $3309 \text{ kWh} * 0.76 = 2515 \text{ kWh displaced @ } \$1.50 = \$3,772.50$ as the maximum incentive.

2.3 Total Capacity Limit

NYSERDA reserves the right to establish and enforce a per month capacity limit on Installers and Contractors. Applications received after this limit is reached will not be accepted.

2.4 Cancellation Requests

A request to cancel a project must be submitted to NYSERDA using the NYSERDA Change Request Form. The form must be sent to STForms@nyserda.ny.gov and use the subject line naming convention provided below.

Cancellation Request, ST (4 digit installer # + Application #) - Name of Customer

Should a project wish to move forward after cancellation, the Installer/ Contractor must submit a new project application. In this case, the incentive level and all rules in effect at the time the new project application is received will apply.

2.5 90-Day Project Extensions

A project extension may be granted, upon written request, on a case-by-case basis if there are *legitimate and verifiable reasons* related to new construction or equipment availability. Project extensions may be granted in 90-day increments. To request an extension, Installer/Contractor must submit and have approved by NYSERDA Change Request Form. The form must be sent to STForms@nyserda.ny.gov and use the subject line naming convention provided below.

90 Day Project Extension, ST (4 digit installer # + Application #) - Name of Customer

2.6 Change Orders

Any system modifications or equipment changes **must be approved** by NYSERDA in writing

before a system is installed. Failure to get NYSERDA approval on any and all modifications may result in revocation of the incentive reservation or nonpayment of the incentive.

Change order requests shall state the reason for the change, the original equipment quantity and catalog numbers, the proposed equipment quantity and catalog numbers, changes in cost, changes in incentive amount and any changes in the collector configuration, piping, controls or insulation levels. All proposed change requests must include the customer's signed acknowledgement of the proposed changes.

Submittal of a Change Request Form is required for all system modifications. The form must be sent to STForms@nyserda.ny.gov and use the subject line naming convention provided below.

Change Order Form, ST (4 digit installer # + Application #) - Name of Customer

For projects accessing the Green Jobs Green New York (GJGNY) financing, a new Pro Forma tool must be submitted along with Change Order Form, and the subject line must also include the following information in the format provided below.

Proforma Tool, ST (4 digit installer # + Application #) - Name of Customer

You will receive an e-mail approval for change orders resulting in an increase in the incentive amount. All other changes will be approved in PowerClerk. Please check PowerClerk before contacting NYSERDA regarding change order approvals.

2.7 Incentive Payments

The Incentive will be paid to the Contractor in one final payment and will be tied to the completion of the installation and acceptance by the Authority Having Jurisdiction (AHJ). The NYSERDA incentive payment will not be paid until all documentation for all applicable utility, state, city or town permits and other inspections and approvals, as appropriate, are obtained and submitted to NYSERDA together with the Incentive Payment Request Form" and approved by NYSERDA. Installers/Contractors have 120 days from the date of award by NYSERDA to complete the installation.

All incentive payment requests must be e-mailed to STinvoices@nyserda.ny.gov and use the following subject line naming convention.

100%, ST (4 digit installer # + Application #) - Name of Customer

Each scanned incentive request should be named **using the same naming convention as outlined above and all documents must be scanned together as a single pdf**. Please do NOT include packing lists.

2.8 Incentive Structure

Where necessary, NYSERDA reserves the right to structure incentive payments differently to accommodate unique situations as determined by NYSERDA.

2.9 Clipboard Audits

For Residential Projects: A Clipboard Energy Efficiency Audit must be performed. A clipboard energy audit consists of two components: an interview of the home/building owners to determine energy use habits and the age of the building, and an inspection of the building to identify energy saving opportunities.

The inspection component of the Clipboard Audit includes an assessment of the hard-wired lighting systems and free-standing light fixtures, appliance ages and whether they are ENERGY STAR[®] qualified, the presence of advanced power strips, existence of “vampire loads” related to consumer electronics and battery chargers, use of programmable thermostats or timers for air conditioners, age and condition of the doors and windows, and details on recent energy efficiency upgrades, such as installation of insulation. The Clipboard Audit should take no more than 60 minutes.

The Clipboard audit also includes a debriefing, during which the Contractor will review with the homeowner the results of the Clipboard Audit. At the end of the debriefing the installer will leave a copy of the Clipboard Audit Report (‘Report’) with the owner, which will include a description of the home. The contractor will also leave a list of Home Performance Contractors that could install more comprehensive energy efficiency measures, and informational brochures with details of utility or NYSERDA energy efficiency programs.

Customers will not be required to implement energy efficiency measures as a pre-requisite to participating in the ST program. A copy of the Clipboard Audit must accompany the application and be uploaded into Power Clerk at time of application.

2.10 Non Residential Energy Assessment

For Non-Residential Projects: Building owners are provided with information on ENERGY STAR’s Portfolio Manager Benchmarking Tool or other equivalent tool. If requested by the building owner, the Participating Contractor shall assist them to enter utility bill information into the Tool in order to produce a EUI (Energy Use Index) and, where applicable, an ENERGY STAR score. Customers will not be required to benchmark or implement energy efficiency measures as a pre-requisite to participating in the ST Program.

A copy of the signed acknowledgement letter must accompany the application and be uploaded into Powerclerk at time of application.

2.11 System Losses

Applications shall indicate all potential ST system output losses (actual thermal energy generated and equivalent kilowatt hours or kWh displaced after all equipment losses are applied) associated with shading, system orientation, tilt angle, etc. and must be analyzed and detailed by the Installer/Contractor for each ST System. A system that is shaded by trees, that faces east or west, or that is installed on a flat roof, will have outputs that will be less than ideal. All impacts on system output must be quantified and will be considered during the review of the project application submitted by the Installer/Contractor.

2.12 Coordination with other NYSERDA Programs

NYSERDA reserves the right to restrict applications for the ST Program where the applicant’s participation in another NYSERDA program would constitute “double dipping” or a conflict between programs.

2.13 Financing

Solar Thermal customers may be eligible to finance the purchase of their Solar Thermal system through NYSERDA’s Green Jobs/Green New York (GJGNY) financing Program using either a Smart Energy Loan or On-Bill Recovery. Customers whose ST system received the displaced kWh incentive are eligible to finance the balance of their system cost through GJGNY financing. GJGNY financing is also ‘fuel neutral’ and, therefore, is available for projects that displace either electrically, or fossil fuel, heated domestic hot water.

Residential Customers: Residential customers may apply for GJGNY financing online or download an application at www.energyfinancesolutions.com. The GJGNY financing is only available for residential PV systems installed on **existing homes of four units or less**. Customers can apply online or download an application at www.energyfinancesolutions.com.

Non-Residential Customers: (includes Not-for-Profit and Small Business Customers): Non-Residential customers may also be eligible low-interest small commercial financing offered through GJGNY. These customers must request that a NYSERDA Participating Contractor submit a Request for Financing to NYSERDA on their behalf. After the project application has been reviewed, a letter will be sent to customers notifying them of the project's financing eligibility status (approved/denied). Customers whose ST projects are approved for financing will then take the NYSERDA approval letter to a participating lender to apply for financing. For more information on NYSERDA's low-interest loan options for small business and not-for-profit customer's visit: www.nyserda.ny.gov/small-commercial-financing.

To access the GJGNY loan, Participating Contractors must register with the GJGNY loan servicer, Energy Finance Solutions (EFS). To register, Participating Contractors must complete and submit an *EFS Contractor Application Packet*. The Contractor Packet consists of the following documentation:

- EFS Contractor Application
- EFS Participation Agreement
- ACH Authorization Form (allows for electronic transfer of loan proceeds –optional)
- IRS form W-9
- Certificate of Insurance

Contractors email a complete *EFS Contractor Application Packet* to:

efs@energyfinancesolutions.com and should expect a response within 5 days that will either:

- Notify Participating Contractors of Approval
- Request additional information

2.14 Tax Credits

Customers may also be eligible for State and Federal tax credits. It is recommended that ST Program participants contact a tax adviser to determine eligibility for tax credits.

3.0 SPECIFIC PROGRAM RULES

3.1 New Components

All components installed as part of an approved ST System must be new. With the exception of the monitoring meter(s), the use of used or refurbished equipment is not permitted under the Program.

3.2 Qualified Solar Collectors

All ST Collectors must be certified as meeting all applicable standards of the Solar Rating and Certification Corporation and detailed in the eligible list found on PowerClerk. PowerClerk is a database used to track applications.

4.0 SYSTEM REQUIREMENTS

4.1 Displaced Electrical Usage

Solar Thermal projects funded under the Renewable Portfolio Standard (RPS) must demonstrate the method used for establishing the existing thermal load, and displaced electrical usage calculated in kWh. The thermal Energy generated by the ST System must offset the customer's electricity purchases (or BTU's purchased for fossil fuel systems receiving GJGNY financing).

Thermal Energy generated by the ST System must offset the customer's electricity (or fossil fuel) purchases but not to exceed 80% of the existing load.

4.2 Approved System Design

ST Systems must be installed in accordance with the design and ST System components submitted in the application and approved by NYSERDA. Any change in ST System design from the approved design must be approved in writing by NYSERDA prior to installation of the ST System. Incentives will not be paid for ST Systems that are installed prior to the project achieving 'Submitted via Internet' status, or for ST Systems that are not installed according to the design submitted to and approved by NYSERDA.

4.3 Code Compliant Interconnection

The Installer/Contractor is required to ensure that all approved ST Systems that are designed to be interconnected to the heating or domestic hot water systems have a code compliant interconnection.

4.4 Other Plumbing and Electrical Components

All other Plumbing and electrical components of each ST System including, but not limited to, piping, fittings, insulations, tanks, vessels, valves, controls, safety devices, and associated wiring must be certified as meeting the requirements of all relevant national and New York State codes and standards.

4.5 Compliance with Laws and Codes

All approved ST 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 Environmental Quality Review (SEQR), the New York State Building Code, New York State Plumbing Code, the National Electric Code, Fire Codes and all applicable State, city, town, or local ordinances or permit requirements.

4.6 ST System Warranty

The Installer and the Contractor must provide the purchaser of the ST System with a full five year transferable warranty. The warranty must cover all components of the generating system against breakdown or degradation in thermal output of more than ten percent from the original rated thermal output. The warranty shall cover the full costs, including labor, of repair or replacement of defective components or systems. The Installer and the Contractor are responsible for providing warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer.

4.6 Annual Follow up Visits

The Installer or the Contractor must conduct annual follow up visits for the first two years of operation in order to verify that the system is operating properly and make any necessary adjustments to improve system performance.

4.7 Maintenance Manual

Upon final completion of the installation, the Installer or Contractor shall provide the customer with a maintenance manual containing manufacturer information on all the major components along with a schedule or any regular required system maintenance to be performed.

4.8 Mechanical Execution of Work

All solar thermal equipment and accessories shall be installed in a neat and professional manner.

5.0 APPLICATION PROCESS

Each Application for Incentives must include a complete and accurate copy of each of the following:

5.1 Project Application Form

The Installer/Contractor must submit all application documents electronically, using PowerClerk.

5.2 Site Map

The site map must include the location of all ST System components including collectors and water tanks, roof type, system orientation and tilt angle, point of connection with existing plumbing system, customer name and address, and Installer/Contractor name and Installer number.

5.3 Photos

There must be photo(s) of the collector location from both the ground and roof level. Photos from the ground must be taken looking south, north, east, and west.

The installer must submit photos of the major system components, including the collectors, tank, and circulator pump. A manufacturer's equipment datasheet may satisfy this requirement.

5.4 Schematics Drawing

All applications will require a legible diagram using unique line characteristics and standard symbols to clearly describe the solar thermal system as installed. The one line diagram shall include, but not be limited to, the collectors, water tanks, heat exchanger(s), pumps, meters, piping lengths and sizes, controls, insulation requirements, associated wiring. Manufacturers' catalog numbers for the key components and other relevant equipment as applicable shall be provided. For SRCC OG-300 rated systems, the diagram on the SRCC certification document may be used to satisfy this requirement.

5.5 Existing Thermal Load and System Production

Calculation or data detailing the existing thermal load for DHW usage must accompany an estimate of annual system production (displaced kWh) and be submitted as part of the application process.

For residential systems installed on one to four family homes, the SRCC OG-300 system rating may be used to size and estimate the annual system production in kWh if the properly sized system falls within Program guidelines for maximum displaced load of 80%.

For all calculations, installers shall assume a storage tank water temperature of 120 degrees in the design. Should the installer use a higher temperature, they must provide justification of the higher value with the application.

For larger non-residential systems, non OG-300 or residential systems using OG-100 components, a more detailed estimate of system production, and existing thermal load calculations will need to be provided in conjunction with a more detailed system design including a one-line drawing as noted above. Calculations and methods used to determine the system production in nonresidential systems must be included in the application.

5.6 System Loss Analysis

Installers must calculate all potential system output losses (kilowatt hours or kWh, or equivalent BTU_h for fossil fuel based systems), generated after all equipment losses associated with shading, system orientation, tilt angle, etc are applied. Such losses must be detailed using industry accepted shading and orientation tools, verifiable assumptions, and calculations. Incentives will not be approved where losses due to system shading and orientation exceed 25% of what the ideal system for that location would be without any site losses. In cases where trees or any other obstruction must be removed or moved in order to meet the program rules, incentive payment will not be made until a new system loss analysis and photos have been submitted and reviewed by NYSERDA.

5.7 Domestic Hot Water - Gallons Used

When calculating the usage for residential, the number of persons in the household shall be used. For new construction or where the number is not known, use the number of bedrooms plus one.

Example: A three bedroom house would be sized for four people. In order to determine the number of gallons, use the formula $20 + [15(\text{residents}-1)]$.

$$\begin{aligned} 20 + [15(4-1)] &= \\ 20 + [15(3)] &= \\ 20 + 45 &= 65 \text{ gallons per day} \end{aligned}$$

Commercial systems may require more detailed calculations. Installers/Contractors may need to account for water temperature and seasonal use patterns in their calculations.

Example: A commercial carwash washes 50 cars per day, and each car takes about 10 gallons of hot water.

$$50 \text{ cars} \times 10 \text{ gallons per car} = 500 \text{ gallons per day.}$$

5.8 Utility Bill for Non-Residential Applicants Only

For systems accessing the displaced kWh incentive, a copy of the customer's utility bill or other proof (for new construction applications) that the customer pays (or will pay, in the case of new construction) the Renewable Portfolio Standard/System Benefits Charge must be included. The site address on the utility bill must match the installation site address on the Project Application Form. The customer's historic usage for the past twelve (12) months will be required. For new construction, information on anticipated electric usage, including that

usage to be displaced by the ST system is required. The Installer/Contractor must submit detailed calculations for review. Please provide evidence of other fuel billing for fossil-fuel, non-RPS funding.

5.9 Permits

Copies of all necessary permits, approvals, certificates, etc. must be attached for all non-residential systems. Residential customers may submit permits with the application or with the incentive request. Incentive requests for ST Systems without permits will be rejected. All permits must clearly reference installation of the approved ST System at the customer site. If permit(s) are not needed for installation, a signed letter from the Town Code Officer or Authority Having Jurisdiction (AHJ) must be submitted stating that no building permit is required. These systems may also require plumbing and electrical permits.

5.10 Addendum to Customer Purchase/Lease Agreement

Addendum to Customer Purchase Agreement in the form provided must be completed and signed by both the customer and the Contractor.

NOTE: Although not part of a project application, the Customer Purchase Agreement is an important document as it is the contract between the homeowner and Contractor. The Customer Purchase Agreement should include the following and be signed by both parties.

- Installation location including town, street, and number, if applicable;
- Installation schedule (a realistic installation schedule that takes into account NYSERDA review requirements). For example, project applications should not have an expected installation date that does not include adequate time for NYSERDA to receive, review, and notify the Contractor and the customer regarding the status or approval of an application;
- System description, including a description of the ST System being purchased and an outline of system specifications, the make and model of major system components, identification and SRCC Certification;
- Estimate of annual thermal usage and energy displaced in kWh or equivalent BTUh for non-RPS funding that summarizes the results of the System Loss Analysis;
- Total system and itemized costs broken down as follows: cost of collector(s), cost of water tanks(s), balance of system (piping, fittings, insulation, controls, etc.), and labor and overhead (labor, permitting, etc.);
- Applicable incentives. The Customer Purchase Agreement must clearly show the full amount of approved NYSERDA Incentive.
- An explanation and estimate of any and all costs that the customer will incur associated with the development, installation, and commissioning of ST Systems that are not included in the Contractor's price quote;
- Payment schedule;
- ST System Warranty. A full warranty to the purchaser of the ST generation system installed under the Agreement for a period of five years after installation. The warranty must cover all components of the ST System

against breakdown or degradation in thermal output of more than ten percent from the original rated thermal output. The warranty must cover the full costs, including labor and repair or replacement of defective components or systems.

NOTE: Although not part of a project application, the Lease Agreement is an important document as it is the contract between the homeowner and Contractor. The Lease Agreement should include the following and be signed by both parties.

- Installation location; including town, street, and number, if applicable;
- Installation schedule (a realistic installation schedule that takes into account NYSERDA and utility review requirements. For example, project applications should not have an expected installation date that does not include adequate time for NYSERDA to receive, review, and notify the Contractor regarding the status or approval of an application;
- System description, including a description of the ST System being purchased and an outline of system specifications, the make and model of major system components, identification and SRCC Certification (if applicable).
- Estimate of annual energy used to heat hot water and energy displaced in kWh or equivalent BTUs for non-RPS funding that summarizes the results of the System Loss Analysis;
- Total system cost and applicable incentives. The Lease or Power Purchase Agreement must reflect the entire amount of the approved NYSERDA Incentive;
- An explanation and estimate of any and all costs that the customer will incur associated with the development, installation, and commissioning of ST System that are not included in the Contractor's price quote;
- Payment schedule;
- Warranty: At a minimum, the Contractor shall offer a full parts and labor warranty to the Customer for the initial term of the Lease Agreement. Under no circumstance will Customers be responsible for any labor and repair or replacement costs of defective components or systems over the initial term of the Lease Agreement, and the customer shall not be responsible for lease payments during periods when the system is in disrepair and not functioning. Should the customer sell the site at which this ST project is located, the production guarantee is fully transferrable to a new lessee, consistent with the terms of the lease agreement.

6.0 QUALITY ASSURANCE AND COMPLIANCE

NYSERDA maintains the integrity of its ST Program through an independent Quality, Standards and Compliance (QSC) team which manages the quality assurance system for the ST Program. The quality assurance system has several components including review of qualifications and credentials, paperwork audits, establishment of program standards and a comprehensive field inspection. QA Field inspection includes verification of contracted scope of work, accuracy of site analysis, comparison of installation to submitted design drawings and the delivered quality of the ST installation. NYSERDA QSC or its representatives may make a reasonable number of visits to the customer site before, during and/or after installation of a ST System.

Field QA inspections are typically conducted by a qualified independent third party chosen by NYSERDA.

Such visit(s) will be at a time convenient to the customer. The customer is given the option of having the Installer or contractor attend the field inspection. If the customer declines to have the installer or contractor present at the time of the field inspection, no notice of scheduled field inspections is sent out. If the customer accepts the attendance of the installer and contractor, a notice of the scheduled field inspections will be sent to both a week in advance. We will make an effort to accommodate the schedule of the installer and contractor, but the customer's schedule and efficient scheduling of inspections take precedence.

6.1 Field Inspection of Completed Projects

NYSERDA selects specific "completed" projects for QA field inspection following a sampling protocol. The sampling protocol utilizes random sampling of completed units with sampling rates primarily based upon the current ST program status of the Eligible Installer and "Contractor."

NYSERDA intends to conduct field inspections on 15% of units installed by full status installers and contractors. Probationary and Suspended status installers and contractors will be subjected to 30% inspection overall and up to 100% inspection on specific units for cause.

Provisional installers and contractors will initially be subjected to up to 100% inspection and after demonstrated competency their inspection rate will be lowered to 30%.

The purpose of the site visit(s) is to provide NYSERDA with an opportunity to evaluate the accuracy of the site analysis, design paperwork, and the installed ST System in order to determine the actual kWh displaced for program evaluation purposes and to verify that the ST System was installed according to all ST Program requirements including applicable code.

Following the QA Field Inspection NYSERDA will produce a detailed report and determine whether the project fully complies with all program requirements and meets acceptable standards of workmanship. The report will be made available to the installer and contractor approximately 15 days after the inspection following an internal review and scoring by NYSERDA. The report will be made available to the owner upon submission of a request directly to NYSERDA.

NYSERDA may select any completed project at any point in the future for Field Inspection based upon customer complaints, warranty related issues or a review of the work done by an Installer or Contractor under status review or program disciplinary action.

6.2 Handling Non-Conformance and Corrective Action

The QA report generated from the field inspection will provide details of all evaluated elements of the project and list any non-conformances that were identified. The report will identify the overall score of the project and whether this result passes or fails program requirements.

Projects that have non-conformances related to critical (Health & Safety) or major (System Performance) attributes will automatically fail. Projects that have only non-conformances to minor or incidental attributes may pass or fail based upon their overall merits.

All non-conformances are expected to be addressed and corrected with regard to future work conducted in the ST program. Acknowledgement and plans for preventing future problems may be requested with the report.

While some non-conformances cannot be corrected post installation, others can be remedied through corrective action to the documentation, incentive applied to the project or remediation of the installation or its components.

When NYSERDA seeks specific corrective action, a Corrective Action notice will be provided with the QA report. The Corrective Action notice must be either disputed within 15 days by contacting NYSERDA or remedied within 30 days. Sufficient evidence of the remediation must be provided to NYSERDA to document the completion of the required corrective action. NYSERDA may at its option conduct a field verification of the remediated installation.

NYSERDA retains the right to provide a copy of the QA report or specific information from the QA Field Inspection directly to the owner, all authorities having local jurisdiction or the interconnecting utility based upon health, safety and compliance concerns. In an emergency NYSERDA or its representatives may shut down the system. NYSERDA will notify the installer or contractor whenever it takes such action as soon as is practicable.

NYSERDA may, at NYSERDA's discretion, communicate by voice and/or written format with any ST System customer with respect to any matter relevant to a proposed or installed ST System. Such communications may be in reply to an inquiry from a customer or at NYSERDA's initiation.

6.3 Prescriptive Probation and Disciplinary Action

When an installer or contractor either fails to consistently complete projects which pass NYSERDA's QA evaluation or fails to respond to or remedy Corrective Action notices, NYSERDA will review the contractor or installer status in the ST Program.

An installer or contractor may be moved to either a probation status in which specific results and a timeline for demonstrating those results will be prescribed and monitored or to a disciplinary status such as suspension or termination from the ST Program.

The complete details of the Participation Status and Review Process are stated in Article 6 of the SOLAR ST PROGRAM PARTICIPATION AGREEMENT.

7.0 NYSERDA LOGO AND PARTNER PORTAL

7.1 Use of Logo

NYSERDA has very strict policies with regard to our logo. There are very few companies that are eligible to use a version of NYSERDA's logo on their marketing materials. For these purposes, we have established three distinctive attribution marks: Sponsored by NYSERDA, Supported by NYSERDA, and an Independent Contractor to NYSERDA. These attribution marks are distributed by NYSERDA and are evaluated on an individual basis for their appropriateness.

The Sponsored by NYSERDA logo is specifically for Events that NYSERDA has provided funding to sponsor. The Supported by NYSERDA is intended specifically for companies that have received a contract award from NYSERDA, and NYSERDA is funding specific research, development, or deployment of an energy efficient technology, or service. The Independent contractor logo is reserved for those contractors who have been tasked specifically with customer outreach on NYSERDA's behalf.

In the case of Solar Installers, ESCOs, participating builders, building contractors, and other organizations that have been qualified by NYSERDA, but not contracted, or funded by NYSERDA, it is not appropriate for them to use NYSERDA's logo on their organizations' website, or any marketing materials including business cards. In the future, should you have a need for NYSERDA's logo, you may request one at the following website: <http://www.nyserda.ny.gov/About/Resources/Logo-Requests.aspx>

7.2 Partner Portal

NYSERDA has a *Partner Portal* on NYSERDA's website for eligible Solar Thermal Installers/Contractors who participate in the PON 2112 PV Incentive Program. Partner Portal: <http://cmsapps.nyserda.ny.gov/PartnerPortal/>

Currently the Partner Portal contains information such as past Solar Thermal conference call/webinar summaries, upcoming training announcements and other documents and links pertaining to the Solar Thermal Incentive Program. Your user name is your email address, and your password is the same. After logging in, choose "Advanced Technologies."

SOLAR THERMAL (ST) INCENTIVE PROGRAM PARTICIPANT AGREEMENT

FOR ELIGIBLE INSTALLER “INSTALLER” AND “CONTRACTOR”

This Solar Thermal (ST) Program Participation Agreement (“Agreement”), including Exhibits C and D hereto (attached), and incorporating herein by reference the Solar Thermal Program Manual, as it may be revised, from time to time), is entered into by and between the New York State Energy Research and Development Authority (“NYSERDA”), having its principal place of business at 17 Columbia Circle, Albany, New York 12203-6399; the “Eligible Installer” (hereinafter “Installer”); and the “Contractor”, as identified on the Signature Form as executed and attached hereto, to govern the rights and responsibilities of NYSEDA, the Installer and the Contractor with respect to the procurement, construction and installation of Solar Thermal energy systems (“ST Systems”) approved under and through NYSEDA’s Solar Thermal (ST) Program Opportunity Notice (PON) 2149 (“ST Program”), and to otherwise effectuate the purposes of the ST Program. The terms, conditions and provisions of the ST Program are incorporated herein and made part hereof by reference.

WHEREAS, NYSEDA has been designated by the New York State Public Service Commission as the administrator of the New York State Renewable Portfolio Standard program, which program was established to increase the percentage of electricity consumed in the State that is derived from renewable generation sources; and

WHEREAS, NYSEDA has issued the ST Program for the purpose of furthering the objectives of the Renewable Portfolio Standard by supporting the development of the ST industry in New York State and by providing financial incentives (“Incentives”) for the installation of ST Systems that meet the requirements of the ST Program, NYSEDA and the Parties agree to be bound, for purposes of the ST Program, by the following terms and conditions; and

WHEREAS, NYSEDA may expand its Solar Thermal Program using funds from public sources separate from the Renewable Portfolio Standard program; and.

WHEREAS, the success and future of this publicly-funded program depends on the performance and integrity of the Parties in their dealings with the public and their installation of ST Systems; and

WHEREAS, this Agreement has been designed to foster and protect the integrity of the ST Program, and will be enforced; and

WHEREAS, in its role as administrator of the ST Program NYSEDA reserves the right to deny Installer or Contractor status to any applicant and to revoke such status where in its judgment such action is in the best interests of the ST Program.

Article 1: Participation in the ST Program

Section 1: The Installer is authorized to submit Project Application(s) to the ST Program on behalf of the Contractor and their customer(s). The Installer and Contractor will be responsible for all ST System installations for which a Project Application is submitted under this Agreement, regardless of whether the Installation was performed partially or completely by others. Both the Installer and the Contractor share responsibility for all work completed under the Project Application and incorporated customer contract. Work may be performed by employees of the Contractor or by subcontractors. All subcontractors must be explicitly listed on the customer contract. The Installer remains responsible for all installation work performed and for ensuring that all persons performing work under this Agreement complies with the requirements of the ST Program and with this Agreement.

Section 2: ST System installations must comply with the “Solar Thermal Program Manual” in effect at the time of NYSEDA’s acceptance of the Project Application, and must conform to the corresponding NYSEDA-approved Project Application. The Program Manual identifies the current incentives, rules for participation, submission requirements, ST System requirements, technical review processes, site visit protocols, and the procedures for securing incentive payments. The ST Program and Program Manual may be changed by NYSEDA at any time, and changes will be applicable to all ST Systems not yet approved by NYSEDA. Notice of all such changes will be provided to the Parties via their Designated E-Mail Addresses, as identified on the signature page of this Agreement. Notice of all such changes will also be posted on NYSEDA’s website.

SOLAR THERMAL (ST) INCENTIVE PROGRAM

Section 3: The Installer and Contractor, their employees and subcontractors shall treat customers fairly and in good faith, and shall deliver promised services in a timely, responsible, professional, and competent manner. The Installer and Contractor shall fairly represent the ST Program and the relationship of Installer and Contractor with NYSERDA to customers and the public. If it is determined that the Installer and Contractor are not fairly or accurately representing the ST Program and/or their relationship with NYSERDA, both the Installer and the Contractor will be subject to administrative review and their status within the ST Program may be affected. All installations completed through this program are subject to random field inspections. The selection of installations for inspection will be determined by NYSERDA according to standard NYSERDA protocol and the status of the Installer and Contractor. Written complaints received by NYSERDA from customers will be documented and investigated by NYSERDA or its representatives. Complaints from customers will be shared with the Installer and the Contractor unless determined by NYSERDA to be frivolous and/or have no merit

Section 4: The Installer and Contractor shall not, without prior written permission from NYSERDA, knowingly subcontract with employ or hire any individual or company to perform work related to an Project Application if said individual or company is currently in a probation or suspended status or whose past participation in PON 716, PON1050, PON 2112 or PON 2149, the (ST Program), or any other NYSERDA program has been suspended or terminated. A list of eligible Installers and Contractors is accessible on NYSERDA's website at: <http://www.nyserda.ny.gov/Contractors/Find-a-Contractor/Solar-Thermal-Installers.aspx>

Article 2: ST Program Incentives and Payments

Section 1: The amounts, limitations, and availability of incentives are as defined in the Program Manual in effect at the time that NYSERDA accepts the Project Application.

Section 2: NYSERDA reserves the right to change the ST Program Incentives in accordance with the NYS Public Service Commission's "Order Authorizing Funding and Implementation of the Solar Thermal Orders under Case 03-E-0188. Notice of all such changes will be provided to the Parties via their Designated E-Mail Address as identified on the signature page of this Agreement. Notice of all such changes will also be posted on NYSERDA's website.

Section 3: Incentive payments which result from this Agreement will be paid to the Contractor listed on the corresponding Project Application. Acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability of the Installer, the Contractor, representatives, and assigns to this Agreement. The Contractor is required to pass the entire approved Incentive to the Customer in a timely manner. The Incentive payment must be netted out of the customer balance due in the contract and may not be subject to prepayment by the customer.

Section 4: NYSERDA reserves the right to withhold approval of Project Applications at any time, for any reason. NYSERDA will not process a Project Application submitted by an Installer whose status designation is "Suspended", or if their Agreement has been terminated, or where the Contractor is a party on customer contract(s) that are the subject of unresolved application, installation, or performance issues.

Section 5: NYSERDA may charge the Installer and Contractor for any costs incurred by NYSERDA for additional design review or field inspections that are required due to the failure by the Installer and Contractor to submit a complete application, repetitive errors in design or installation or to make corrections or modifications as requested by NYSERDA.

Section 6: Notwithstanding any other provision of this Agreement, NYSERDA reserves the right to deny or alter payment of an Incentive, to exercise its Set-Off rights, or to seek reimbursement of incentives paid if, at any time, it learns that the approved ST system was not actually installed, was not installed by or under the supervision of the Installer, was not installed as required under the ST Program or this Agreement, was not installed according to the approved system design, or if a system was partially or completely installed prior to NYSERDA approval of the Project Application. NYSERDA may: (a) elect to not pay the incentive; (b) require changes before making any payments; (c) require reimbursement of incentives already paid unless the requested changes are made; or (d) withhold approval of Project Applications for other ST Systems.

SOLAR THERMAL (ST) INCENTIVE PROGRAM

Section 7: Incentive payments payable under this Agreement will be made pursuant to NYSERDA's Prompt Payment Policy as outlined in Exhibit D of this Agreement.

Article 3: Obligations between Installer and Contractor and Eligible Customers

Section 1: Contractor shall execute a written agreement with the customer for each ST System. Each such agreement shall meet the requirements identified in either Section 1.2 of the ST Manual, inclusive of the warranty provisions. Each agreement must incorporate the "Addendum to Agreement" executed by the Installer, Contractor and the Customer. An executed copy the Addendum must be attached to the associated the Project Application when submitted. NYSERDA may reject any Project Application received by NYSERDA more than thirty (30) days from the Customer's execution of the Addendum.

Section 2: The Parties agree that NYSERDA may, at NYSERDA's discretion, communicate by voice and/or written format with any ST System customer with respect to any matter relevant to a proposed or installed ST System. Such communications may be in reply to an inquiry from a customer or at NYSERDA's initiation.

Article 4: Renewable Attributes

Orders issued by the NYS Public Service Commission 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 towards the goal of any other program through which NYSERDA may allocate funding, 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., PON 2149, or any successor, to any party or system outside of New York State.

Article 5: Participation Status and Review Process

Section 1. Participation Status and Status Review Process

Participating Installers and Contractors shall be classified in one of the following designations: Provisional, Full, Probationary, Suspended or Terminated. Each designation shall be subject to limitations, or requirements associated with that designation. NYSERDA reserves the right to modify the definition, limitations, and requirements of these designations. An Installer's or Contractor's progression into and/or through any designation will be determined at NYSERDA's sole discretion.

6.1 Participation Status

Section 1. Provisional Status: All new Installers and Contractors will initially be classified as Provisional.

Applications submitted by Installers and Contractors in provisional status will receive enhanced review of both the Project Application and the Design Review; completed installations will be subject to enhanced Quality Assurance (QA) oversight.

Provisional Installer:

- A. Provisional Installers will be listed on NYSERDA's website and may be denoted as such. The listing must identify the Contractor that employs or subcontracts the Installer.

SOLAR THERMAL (ST) INCENTIVE PROGRAM

- B. Provisional Installers are limited to three (3) Project Applications at a given time. Additional Project Application(s) may be submitted after previous application(s) have passed NYSERDA design review, such that no more than three Project Applications are in design review at any given time.
- C. Provisional Installers must be onsite during the first three scheduled QA field inspections.
- D. Following the completion of the third project and the related QA field inspection, NYSERDA will conduct a formal review to evaluate a change in status. Evaluation for a change in status to Full Installer will be based upon the quality and consistency of all work submitted to the program and full compliance with ST Program rules including meeting credentialing requirements as described below.
- E. To be considered for a change in status to **Full** Installer, Provisional Installers must meet one of the credentialing standards referenced in the ST Program Manual. An installer will not be considered for Full Status until NABCEP certification is achieved if the NABCEP Certification Path (Path#1) is chosen. Reference ST Program Manual.

After one calendar year as a Provisional Installer, a review of all work submitted to the ST Program will be conducted. The installer will be reviewed for a change in status, continuation as a Provisional Installer or termination from the Program.

Provisional Contractor:

- A. **Provisional** Contractors will be listed on NYSERDA's website.
- B. **Provisional** Contractors are limited to three (3) pending Project Applications at a given time as long as all Installer requirements are followed for each submitted application. Additional Project Application(s) shall not be submitted to and will not be accepted by NYSERDA.
- C. Provisional Contractor's staff must be onsite during the first three scheduled QA field inspections.
- D. Following the completion of the third project and the related QA field inspection, NYSERDA will conduct a formal review to evaluate a change in status. Evaluation of a change in status to Full Contractor will be based upon the quality and consistency of all work submitted to the program and full compliance with ST Program rules.
- E. To be considered for a change in status to **Full** Contractor, a Provisional Contractor is required to maintain on staff or through a subcontract at least one Full status Installer.

After one calendar year as a Provisional Contractor a review of all work submitted to the ST Program will be conducted. The contractor will be reviewed for a change in status, continuation as a Provisional Contractor or termination from the Program.

Section 2. Full Status: Installers and Contractors who have successfully completed the terms of the provisional period and current Installers and Contractors who have demonstrated through past performance that they provide quality services through the Program will be placed in Full Status.

Full Installer:

- A. Full Installers will be listed on NYSERDA's website and may be denoted as such. Listing must designate the Contractor that employs or subcontracts the Installer.
- B. Full Installers must consistently deliver projects which fully pass QA field inspections.
- C. Full Installers must meet Program standards in terms of timely responses to NYSERDA communications and QA field inspection corrective action requests.
- D. Full Installers must take effective corrective actions to deficiencies in performance as identified by NYSERDA.
- E. Full Installers are required to meet one of the credentialing standards referenced in the ST Program Manual: Failure to satisfy this ST Program requirement and present appropriate documentation will result in an automatic change to **Probationary** status.

Full Contractor:

- A. Full Contractors will be listed on NYSERDA's website and may be denoted as such. Listing may designate Installer(s) employed or sub-contracted with the contractor.

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- B. Full Contractors must consistently deliver projects which fully pass QA field inspections.
- C. Full Contractors must meet Program standards in terms of timely responses to NYSERDA communications and QA field inspection corrective action requests.
- D. Full Contractors must take effective corrective actions to deficiencies in performance as identified by NYSERDA.
- E. Full Contractors are required to maintain on staff or through a subcontract at least one “Eligible Installer” that meets one of the credentialing standards referenced in the ST Program Manual. Failure to satisfy this ST Program requirement and present appropriate documentation will result in an automatic change to **Probationary** status.

Section 3. Probationary Status: Probationary Status is reserved for Installers and Contractors that have failed to meet the requirements of the ST Program. Probation is prescriptive in nature with both a specific list of results to be achieved and a time frame for achieving those results.

Installers and Contractors may be placed in probationary status for any of the following reasons:

- A. Violation of program rules or ethical standards; or
- B. Failure to consistently deliver completed projects which pass the QA Field Inspection standard; or
- C. Failure to take effective corrective actions on a critical or major deficiency or a repeated incidental or minor deficiency in work quality or performance; or
- D. Three (3) or more Corrective Action Notices that have not been responded to or remain unresolved for more than 30 days; or
- E. A lapse in required credentials.

The probationary period will not be less than 30 days. Projects completed by Installers and Contractors on Probationary status will receive enhanced QA oversight. During the probationary period, the Installer or Contractor:

- A. Will remain on the NYSERDA website
- B. May continue to submit new Project Applications, subject to restrictions based upon the reason for the Probationary status.
- C. Will be subject to higher QA inspection levels as outlined in the ST Program Manual.
- D. Must remediate all issues related to probation, as directed by NYSERDA.
- E. Must submit to the Program, in writing, an agreed-upon action plan designed to ensure future violations are avoided.
- F. Must demonstrate successful results through a specified number of completed projects.

Upon satisfactory completion of the action plan and all remediation, and upon review of probationary period QA results, NYSERDA will determine whether to return the Partner to Full Status, continue the Probationary period or to suspend and/or terminate the Partner.

Section 4. Suspended Status: Installers and Contractors that have failed to respond to prescriptive probation or have committed more serious violations of the ST Program rules will be placed in Suspended Status.

Installers and Contractors may be suspended from the Program if the Installer or Contractor:

- A. Fails to adequately fulfill the terms of the probationary period; or
- B. Is placed on probation for a second time within twelve (12) months; or
- C. Is under investigation for, or has been determined to have engaged in practices that have put the public or Program at risk; or
- D. Has a lapse in required credentials while on Probationary status; or
- E. Fails to consistently deliver completed projects which pass the QA Field Inspection standard.

During a suspension the Installer and/or Contractor:

- A. Will be removed from the NYSERDA website.
- B. Will not be allowed to submit new Project Applications to the ST Program.
- C. Must complete any work that is in progress when the Partner is suspended.

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- D. Is prohibited from representing him/herself as a participating Installer or Contractor except in the execution of remedial action.
- E. May, depending on the reasons for suspension, be directed by NYSERDA to remediate issues related to the suspension, and may require the Installer and/or Contractor to submit to the Program, in writing, an agreed-upon action plan designed to ensure future violations are avoided.

Suspended Installers and Contractors will either progress to probationary status upon satisfactory completion of the specified remedial activities or resolution of issues related to the suspension or they will be terminated from program participation. Nothing in this Program status relieves the Contractor of the responsibility to fulfill any outstanding obligations to the Program, or Program customers as directed by NYSERDA.

Section 5. Terminated Status: Terminated status is reserved for Installers and Contractors that have failed to respond to prescriptive and disciplinary measures or have committed serious violations of the program rules.

Installers and Contractors may be terminated from the Program if the Installer or Contractor:

- A. Has been on suspended status for more than 30 days and has been unresponsive to or failed to adequately fulfill the terms of their suspension; or
- B. Has had their credentials lapse while suspended; or
- C. Submits falsified documents or unauthorized signatures to the Program; or
- D. Commits illegal actions while participating in the ST Program; or
- E. Is convicted or has a principal who is convicted of a criminal charge that casts the Program in negative light or calls the integrity or workmanship of the Contractor into question; or
- F. Is in gross violation of program standards; or
- G. Repeatedly bills for uninstalled measures; or
- H. Fails to meet the terms of the Provisional period.

Installers and Contractors with this designation are prohibited from participation in the ST Program. Customers with incomplete projects will be notified of the Installers and/or Contractors termination and may be offered such remedies as NYSERDA deems appropriate. If appropriate, NYSERDA may notify the New York State Attorney General, the New York State Department of Labor, the Better Business Bureau, or others of NYSERDA's findings and decision to terminate the Installer and/or Contractor. Further, the officers and owners of the terminated Installer and/or Contractor are prohibited from being or becoming officers or owners of any other Program Partner. Nothing in this process relieves the Partner of the responsibility to fulfill any remaining obligation to the Program, or Program customers.

Section 6. Status Review Process: The Status Review Process for administering Probationary, Suspended, or Terminated status is as follows:

- A. NYSERDA will provide written notice of at least ten (10) business days of its intention to take action. This notice will outline specific reasons and provide supporting documentation for the proposed action.
- B. During this period, the Installer or Contractor will be provided with an opportunity to respond to the notice.
- C. If the Installer and/or Contractor fails to respond to NYSERDA prior to the end of the notice period, the action will go into effect without further notice.
- D. NYSERDA will promptly review any request for an appeal of the decision received before the end of the notice period.
- E. NYSERDA will confirm, reverse or place its action on hold based upon a review of all information received within ten (10) business days of receipt.
- F. Intended and final action letters will be sent via email and US mail. The ten day notice period commences on the date of the e-mail from NYSERDA.
- G. NYSERDA reserves the right to shorten these time periods, or to take immediate action, in the event of an emergency, as determined by NYSERDA.

SOLAR THERMAL (ST) INCENTIVE PROGRAM

Article 6: Insurance Requirements

Section 1: The Contractor, 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 of this Agreement. All such insurance shall be evidenced by insurance policies, each of which shall: (1) reference this Agreement number and name or be endorsed to cover the Contractor and the Installer as the insured, and NYSERDA and the State of New York as additional insured, and reference all work to be performed under the ST Program; (2) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and (3) be reasonably satisfactory to NYSERDA in all other respects. NYSERDA reserves the right to request insurance documentation and copies of subcontractor agreements for any subcontractor, and to request the identity of all individuals participating in the ST System installation.

Section 2: The types and amounts of insurance required to be maintained under this Section 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.

Section 3: Not less than 15 days prior to the date any policy furnished or carried pursuant to this Agreement will expire, the Contractor shall deliver to NYSERDA a certificate(s) of insurance evidencing the renewal of such policy(s), and the Contractor shall promptly pay all premiums thereon due. No work shall be performed under this Agreement without current insurance. NYSERDA will not accept Project Applications or make payments under this Agreement without current insurance certificates.

Section 4: 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, the Installer or the Contractor shall deliver to NYSERDA a certified copy of each policy upon request.

Section 5: Within five working days, or contemporaneously with the requirements of each insurance policy, the Installer or the Contractor shall notify NYSERDA in writing of the occurrence of any accident, event or incident involving personal injury or property damage that might reasonably result in any complaint or claim, in law or in equity, against the Installer, the Contractor, any non-Customer party to the applicable Customer Purchase Agreement or NYSERDA.

Article 7: Indemnification

The Installer and the Contractor 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, experts' and/or 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 Installer's or the Contractor's performance of this Agreement. The obligations of the Installer and the Contractor 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.

Article 8: Miscellaneous

Section 1: NYSERDA does not endorse, guarantee, or warrant any particular manufacturer, product, the Installer, or the Contractor, and NYSERDA disavows and provides no warranties, expressed or implied, for any product or services that may be rendered hereunder. The Installer's and the Contractor's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, manufacturers, etc.

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Section 2: The Parties acknowledge that neither NYSERDA nor any of its representatives are responsible for assuring that the design, engineering, construction and/or Installation of the ST System is proper or in compliance 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 any ST System, or the adequacy or safety of such measures. The scope of review by NYSERDA of the Installation of the ST Systems is limited solely to determining whether such ST Systems conform to ST Program terms, conditions, and requirements.

Section 3: This Agreement is the entire Agreement between NYSERDA, the Installer, and the Contractor and supersedes all other communications and representations. If either NYSERDA or the Parties desire 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.

Section 4. The status of the Installer and the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Installer, the Contractor's subcontractors, the Contractor and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment, agency, legal representation or other relationship between NYSERDA and Contractor or Installer for any reason, including but not limited to unemployment, workers' compensation, employee benefits, vicarious liability, professional liability coverage or indemnification. No party shall have the right, power or authority to obligate or bind the other in any manner not specified in this Agreement. Contractor and Installer expressly acknowledge NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Installers and Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees.

Section 5: The Parties shall collaborate with NYSERDA's Director of Communications to prepare any press release and to plan for any news conference concerning ST Systems installed under the ST Program. In addition the Installer or Contractor shall notify NYSERDA's Director of Communications regarding any media interview involving ST Systems installed under the ST Program.

Section 6: Commercial promotional materials, advertisements, informational brochures, and web site content produced by the Installer, the Contractor, or customer shall credit NYSERDA and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. Such content may be approved in advance by NYSERDA, and, after initial approval, such content may be used in subsequent promotional materials or advertisements without additional approvals. In the event that NYSERDA determines that the Installer or Contractor is presenting or publishing incorrect or misleading information regarding the ST Program or Installer's status in the ST Program the Installer or Contractor agrees to make appropriate modifications promptly upon notification by NYSERDA. If a website maintained by or for the Installer or Contractor includes references to NYSERDA and/or the ST Program, the website must include the following link: <http://www.nyserda.ny.gov/Funding-Opportunities/Current-Funding-Opportunities.aspx>

Section 7: This Agreement does not commit NYSERDA to approve any Project Application, pay any costs incurred in preparing a Project Application, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all Project Applications received, to negotiate with all qualified sources, or to cancel in part or in its entirety PON 2149 when it is in NYSERDA's best interest.

Section 8: This Agreement may be terminated by NYSERDA at any time upon notice to the Installer. If the Installer wishes to cancel or terminate this Agreement, NYSERDA may seek reimbursement of any incentives provided by NYSERDA regarding ST Systems that have not been completely installed, interconnected, and commissioned or that have not submitted three full years of ST System data readings as required in this Agreement.

Section 9: Installer agrees and consents to receive notices at the Designated E-Mail Addresses provided on the Signature Form of this Agreement.

SOLAR THERMAL (ST) INCENTIVE PROGRAM

Section 10: The Installer 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. This disclosure requirement extends to the Contractor 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 execution of this Agreement, NYSERDA may exercise its stop-work right pending further investigation, or terminate the Agreement; the Installer and/or Contractor may be subject to penalties for violation of any law which may apply in the particular circumstances. The Installer and/or Contractor 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.

**SOLAR THERMAL (ST) INCENTIVE PROGRAM
PON 2149 – SOLAR THERMAL PROGRAM**

PARTICIPATION AGREEMENT No. _____

ELIGIBLE INSTALLER and CONTRACTOR SIGNATURE FORM

The Installer and Contractor certify that all of the information provided in the Solar Thermal Program Participation Application, including any attachments, is true and accurate, to the best of their knowledge. The Installer and Contractor have read and understand this Solar Thermal Program Participation Agreement and agree to abide by all terms and conditions; agree that all ST Systems will be designed and installed in accordance with PON 2149 and the Program Manual and in compliance with all applicable codes, accepted industry standards and best practices. The Installer and the Contractor acknowledge that failure to adhere to the terms and conditions of participation in the ST Program or to otherwise fail to follow ST Program requirements and procedures may result in a change to their status designation, including termination of this Participation Agreement. NYSERDA reserves the right to modify the provisions of this Agreement at any time during the term of this Agreement.

This Agreement shall become effective and binding when executed by the Installer, Contractor and NYSERDA. A newly signed Signature Form shall be submitted to NYSERDA on or before June 30th of each year following initial execution of this Agreement for the Installer and Contractor to retain **Full** or **Provisional** status. The obligation of the Installer and Contractor with respect to approved applications shall survive any expiration or termination of this Agreement. Execution of this Signature Form by NYSERDA will continue the Participation Agreement under the terms and conditions outlined in this Agreement and its attachments.

IN WITNESS WHEREOF, intending to be bound, NYSERDA, the Installer and Contractor have executed this Agreement.

Eligible Installer - Name (print name) _____

Signature _____ Date _____

Designated E-Mail Address _____

Contractor – Company Name _____

Print Signatory Name & Title _____

Signature _____ Date _____

Designated E-Mail Address _____

For NYSERDA use: NYSERDA Authorized Representative

Signature _____ Date _____

Name and Title **Cheryl Earley, Director of Contract Management**

SOLAR THERMAL (ST) INCENTIVE PROGRAM

EXHIBIT C

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 NYSEDA of any NYSEDA-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 NYSEDA a non-collusive bidding certification on Contractor's behalf.

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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 (www.nyserda.ny.gov/About/-/media/Files/About/Contact/NYSERDA-Regulations.pdf)

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.

SOLAR THERMAL (ST) INCENTIVE PROGRAM

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

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<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:

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- 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).

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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.¹

(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

¹ 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>

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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.

(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.

(h) “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

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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

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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 NYSEERDA 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 NYSEERDA, 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 NYSEERDA.

504.6. Interest Eligibility and Computation. If NYSEERDA fails to make Prompt Payment, NYSEERDA 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 NYSEERDA 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 NYSEERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSEERDA 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 NYSEERDA. 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 NYSEERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSEERDA'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 NYSEERDA'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 NYSEERDA 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

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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 NYSEERDA 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 NYSEERDA 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.

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ST INSTALLER/CONTRACTOR APPLICATION AND INSTRUCTIONS

The New York State Energy Research and Development Authority (NYSERDA) will accept applications to become an Installer/Contractor under PON 2149 while PON 2149 remains open. If approved, the applicant must abide by the terms of the Participation Agreements. Approved Installers/Contractors will be authorized to submit Project Applications for ST Systems meeting the requirements of the Solar Thermal Incentive Program (PON 2149), in accordance with the terms and conditions outlined in the Solar Thermal Incentive Program Participation Agreement and the Solar Thermal Program Manual.

Installers who propose to complete ST System installations for more than one Contractor must submit a separate ST Installer/Contractor Application for each such Contractor. Section B of the Application, Installer Credentials and Experience, is not required for subsequent applications by a individual Installer for different Contractors.

Installer/Contractor Agreement and Status Designation - New Installer applicants are assigned Provisional status, in accordance with the terms outlined in Solar Thermal Incentive Program PARTICIPATION AGREEMENT. Maintenance of the Installer status designation is contingent upon adherence to the ST Program's Participation Agreement. If an Installer, the Contractor with whom the Installer contracts with, its employees, or subcontractors do not meet Solar Thermal Incentive Program requirements, or terms and conditions, the Installer may be subject to disciplinary actions including NYSEDA assignment of a Probationary or Suspended status or termination of the Participation Agreement.

Installer Qualifications

Interested qualified Installers may apply to participate in the Program at any time while the program is open. To qualify to participate as an Eligible Installer, an individual must have fulfilled one of the credentialing paths detailed below and fulfill all other ST Program participation requirements. **Credentials must be submitted with application.**

1. NABCEP Certification (North American Board of Certified Energy Practitioners):
Installers who choose to become credentialed through NABCEP must fulfill one of the following requirements:
 - A. Hold the NABCEP Solar Heating Installer Certification
Or
 - B. Have completed both the NABCEP Solar Heating Entry Level Program, by completing coursework offered by a registered NABCEP Entry Level Exam Provider, **and** passed the NABCEP Solar Heating Entry Level Exam.
NOTE: Installers who choose 'B' as a participation path must, within 24 months of their becoming a participant in the Program, comply with 'A'. Failure to meet this deadline could result in a loss of eligibility.
2. Journeymen that have completed an approved NYS DOL Apprenticeship Program through the United Association of Plumbers, Fitters, Welders, and HVAC Service Techs Apprentice Program including UA approved solar thermal training.
3. A Solar Thermal manufacturer's certification which includes 18 hours of manufacturer's specific training and **demonstration of equivalent experience.**

Additional qualifications are based on the following:

Experience – Installer will be evaluated on past performance in NYSEDA Programs; areas of responsibility within their firm or organization; installation experience; experience in performing shading analysis; credentials; employment history; customer satisfaction; and other relevant experience. References and contact information to allow verification must be provided.

Customer References – Provide three (3) written and signed business references for completed ST installations. References for installations where the installer had a primary role in installing the system are preferred. Verifiable references for specific projects should be accompanied by a brief description of the systems installed and the applicant's role in the project.

Performance Under Other NYSEDA Programs – An Installer/Contractor Application will not be processed if the applicant is listed as the Installer on a delinquent system or where unresolved customer or performance issues exist with respect to PON 716, PON 1050, PON 2112, PON 2149 ST System or any similar NYSEDA program.

Contractor Qualifications

Interested qualified companies may apply to participate in the Program at any time while the program is open. When making application, contractor should describe the contractor's experience as a ST installation company, and include three company references. Participating Contractors must employ, or hire subcontractors that employ, installers who meet one of the credentialing requirements detailed in Section 1.3 of the Solar Thermal

Incentive Program Manual.

A Participating Contractor may use any business structure that is legal for conducting this type of business in the State of New York (corporation, LLC, sole proprietorship, etc.). A Participating Contractor must be able to meet all ST Program requirements including required insurance coverage and have the capability to provide warranty services on all ST systems installed, as required by the ST Program and NY State law.

Participating Contractor must comply with all local authority requirements for registration and licensing that apply to the installation of ST systems.

Upon approval by NYSERDA to be a participant in the ST Program, the following will be required for submission:

Participation Agreement – sign and return page **10 only**

Insurance Certificate – please note NYSERDA required language on sample Certificate

W-9 for Contractor

EFT for Contractor (optional)

Contractor Contact Form for Program Announcements and for Web listing

The Contractor will then be authorized to submit Project Applications for ST Systems meeting the requirements of PON 2149, in accordance with the terms and conditions outlined in the Solar Thermal Incentive Program Participation Agreement and the Solar Thermal Incentive Program Manual. A system installed by a Contractor who is not a participant in the Program is not eligible for Program incentives.

SOLAR THERMAL INCENTIVE PROGRAM
INSTALLER/CONTRACTOR APPLICATION

A. CONTACT INFORMATION

Installer Name _____

Mailing Address _____ City _____

State _____ Zip _____ - _____ Phone Number (____) _____ Fax (____) _____

Job Title _____ No. of Years in Current Position/Company _____

E-mail _____

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

Contractor/Company Name _____

Contact Name and Title _____

Mailing Address _____ City _____

State _____ Zip _____ - _____ Phone Number (____) _____ Fax (____) _____

E-mail _____

B. INSTALLER CREDENTIALS AND EXPERIENCE

Installer credentials attached (check at least one): NABCEP JOURNEYMEN MANUFACTURING

Number of years professionally installing ST systems _____ Number of years designing ST systems for installations _____

Total number of installations completed _____

Please list previous or current participation in any other state or utility program: _____

Confirm experience in the use of a Solar Pathfinder or other analytical tool such as a shading analysis for each installation. Yes / No (Circle one)
Shading analysis is a requirement of this program.

ST Customer References*

Name of Customer

Phone No.

System Size/Type

1. _____

2. _____

3. _____

*Please have the three references listed fill out the ST Installer Reference Questions (page 5) and return with application.

Installation experience of at least three ST systems is preferred. If three references for completed installations are not available, please attach relevant documentation to demonstrate experience related to installing a ST system. Additional references may be attached.

C. ADDITIONAL DOCUMENTS REQUIRED

Participation Agreement – Installer and Contractor **sign and return page 9 only**

Contractor’s description of experience and contact information for three references

Insurance Certificate for Contractor – please note NYSERDA required language on sample Certificate

W-9 for Contractor

Electronic Funds Transfer (EFT) Form for Contractor (optional)

Contractor Contact Form for Program Announcements and for Web listing

NYSERDA will not execute the Participation Agreement until the Contractor has provided the insurance certificate as specified in Article 7 of the SOLAR THERAM INCENTIVE PROGRAM PARTICIPATION AGREEMENT. NYSERDA will not approve project applications nor pay incentives unless complete and current insurance certificate is filed with NYSERDA’s Office of Contract Management.

D. CERTIFICATION STATEMENT

Has Installer or Contractor eligibility for any NYSERDA program ever been suspended or revoked? Yes / No (Circle one). Has Installer or Contractor been debarred or suspended by any government agency? If yes, please attach explanation on a separate page.

I certify that all information provided in this Form, including any attachments, is true and correct to the best of my knowledge. (Both signatures are required for NYSERDA to accept and review this Application)

Installer Signature _____ **Date** _____

Installer name (print name) _____

Contractor Signature - Corporate Officer _____ **Date** _____

Corporate Officer Name (print name and title) _____

Application Package may be emailed to STFORMS@nyserda.ny.gov or sent by mail to

ST Installer/Contractor Application PON 2149

Attn: Program Manager

NYSERDA

17 Columbia Circle

Albany, NY 12203-6399

The success and future of this publicly-funded program depends on the performance and integrity of Installers/Contractors in their dealings with the public and the installation of PV systems. The Installer/Contractor Guidelines and Installer/Contractor Participation Agreement have been designed to protect the integrity of the Program and will be enforced. In its role as administrator of the NY-Sun Incentive Program, NYSERDA reserves the right to deny Installer status to any applicant and to revoke such status where in its judgment such action is in the best interests of the program.

ST INSTALLER REFERENCE QUESTIONNAIRE

Please have each listed reference complete and sign. Include with Installer/Contractor Application submission

Installer Applicant Name: _____

1.) Please describe your experience with Mr. /Ms. _____

2.) What was his/her role in your project and were they on site during installation?

3.) Did you experience any problems?

If so how were they addressed?

4.) Would you recommend Mr./Ms. _____ to friends and neighbors?

Signed by

Reference _____ Date _____

Print Name _____ Phone No. _____