



## 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 and Power Purchase Agreements (Agreements) submitted in connection with an Application for Incentives under PON 2149 must include a fully executed copy of this Addendum to the Lease or Power Purchase Agreement (“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.

**Assumption of Responsibilities:** Should the Contractor or owner of the Solar Thermal System sell or transfer ownership of the System during the term of the Agreement, the Contractor/owner agrees that it will alert Customer in advance of such transfer or sale, and that, during the duration of the term of the Agreement, either: (1) the Contractor will remain responsible to the Customer for all obligations and responsibilities stated herein, or (2) under the agreement of sale the buyer will assume all responsibilities to Customer stated herein, if applicable.

**Incentives** 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 Incentive Request Form must be completed and signed by the Installer/Contractor and Customer. The Contractor is required to disclose the full amount of the NYSERDA incentive to the end-use customer. The Contractor cannot collect the value of the incentive upfront and reimburse the customer upon completion of the project, or upon receipt of the NYSERDA incentive.

**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.

**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

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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/or photos have been submitted and reviewed by NYSERDA. Any trees or obstructions must be clearly labeled in the site map.

**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 and Power Purchase Agreements:** At a minimum, the Contractor shall offer a production guarantee to the Customer for the initial term of this Agreement. This production guarantee will provide the customer with compensation if the system produces less than the guaranteed output as specified in the PPA or lease agreement. Guaranteed output may not allow cumulative degradation in output of more than one percent per year from the original rated output 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. Should the customer sell the residence at which this solar facility is located, the production guarantee is fully transferrable to a new lessee.

**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. The treatment of attributes detailed above apply to any project that receives funding from NYSERDA including, but not limited to funding from the Regional Green House Gas Initiative (RGGI).

**Inspection/Reporting/Commissioning:** 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](http://www.irs.gov)), the NYS Department of Taxation and Finance (See [www.tax.ny.gov](http://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 information regarding the expected tax benefits (real property, federal or state tax incentives, or sales and use tax exemptions).

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**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 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 GJGNY 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 clip board 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.

**Commercial, Agricultural, Not-for-Profit:** The Contractor/Installer will provide Commercial, Agricultural, Not-for-Profit 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](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>



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**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.

**Customer Signature** \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Contractor:** By signing below, the Installer and/or Contractor confirm that there is a fully-executed Agreement to install the Solar Thermal project that has been signed by both Installer/Contractor and Customer and that the costs and incentives stated on the NYSERDA approved application for incentive funding are complete and accurate. The Installer and/or Contractor is responsible for keeping this document on file. NYSERDA may request, at any time, that a signed copy of this addendum be provided.

**Contractor Signature\*** \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

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