

Attachment D
RENEWABLE HEAT NY BIOMASS BOILER PROGRAM
Addendum to the Customer Purchase Agreement

All Customer Purchase Agreements must include an executed copy of this Addendum to be eligible to apply for Renewable Heat NY Program incentives. The Eligible Installer is identified below as “Installer”; the Customer/Owner is identified below as “Customer.” Please email NYSERDA at RHNY@nyserda.ny.gov regarding any questions, or to check the status of your application.

Renewable Heat NY incentives are only available for the installation of new, eligible systems that have not been installed (partially or completely) prior to NYSERDA approval of the Incentive Application and Manual J Calculation (Attachment B). Incentives will not be provided directly to Customers but are paid to the NYSERDA Eligible Installer, who must apply the entire incentive amount to the Customer’s system cost. The Customer and the Contractor/Installer must both sign the Incentive Payment Request form (Attachment C) upon completion of the project, prior to submittal to NYSERDA.

Recycling Incentive: For customers replacing an existing indoor or outdoor wood boiler, NYSERDA will provide a \$4,000 recycling incentive for proper retirement of the old outdoor or indoor wood boiler. The Customer and Eligible Installer/Contractor must complete and submit the Recycling Form (Attachment E) along with a receipt from the recycling center and other required documentation as proof of recycling and proper disposal of the existing wood boiler. The incentive is paid directly to the Installer/Contractor and must be passed on in the full amount to the customer.

Qualified Customers: Incentives are available to small commercial and institutional customers, and residential home owners installing eligible equipment in their facilities located in New York State.

Review of System Design: NYSERDA will review the design of the boiler system and consider issues including, but not limited to, proper sizing of the boiler and thermal storage system, pellet storage (as applicable), right-sizing of distribution system and expected output, control strategies, good venting practices, etc. NYSERDA approval of the Incentive Application is contingent on adherence to the proposed system design. Installers must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be revoked.

Quality Control: For quality control purposes, Customer must provide NYSERDA or its representative with reasonable access to the biomass boiler for inspection purposes. Final incentive payments may be contingent on NYSERDA inspection of the installed biomass boiler.

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 project.

NYSERDA is authorized to use biomass boiler 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.state.ny.us) and an accountant/tax adviser for details on eligibility for any tax credits provided in the law, regardless of whether the Installer has provided information regarding any 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 Contractor/Installer to include any and all costs associated with the complete installation of the proposed biomass boiler system in the Customer Purchase Agreement. If additional costs are sought from the Customer, the Customer Purchase Agreement may be cancelled without penalty and the customer may seek a full refund of any deposit paid to Contractor/Installer or costs the Customer incurred under this Agreement, less any reasonable site visit fees charged by the Company/Installer.

Incentive Estimate: If the Installer does not submit a completed Project Application (Attachment B) 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 Purchase Agreement without penalty and seek a full refund of any deposit paid to Installer or costs he or she incurred under this Customer Purchase Agreement, less any reasonable site visit fees charged by the Company/Installer.

Biomass boiler system completion/commissioning: The Company/Installer agrees to complete the installation of the 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 Company/Installer will be required to return any and all incentive payments to NYSERDA if this milestone has not been met.

Coordination of Programs: The installer/contractor should survey the entire home or building, including the exterior to look for any insulation or air-sealing gaps that may result in lost efficiency. Customers will not be required to implement energy-efficiency measures as a pre-requisite of receiving a Renewable Heat NY incentive. Homeowners are encouraged to call 1-877-NY-SMART or visit www.nyserda.ny.gov/homeperformance to apply to the Home Performance with ENERGY STAR to implement additional energy-efficiency measures. Small commercial customers should also call 1-877-NY-SMART or visit <http://www.nyserda.ny.gov/Governor-Initiatives/Green-Jobs-Green-New-York/Small-Business-and-Not-for-Profits.aspx> for information on incentives for additional energy-efficiency improvements.

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>

Warranty: The Eligible Installer/ Contractor must provide the purchaser of the boiler system with a one year full cost warranty including labor, repair or replacement of defective components or systems, and an additional two year period for the repair or replacement of all parts. The Installer/Contractor is responsible for providing warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer. The Installer/Contractor has the option to extend the required warranty through an extended warranty offer via an optional customer service agreement.

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:
http://www.nysconsumer.gov/educating/home_ownership/home_improvement_series.htm



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

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

System Attributes: When assessing and reporting on the progress of the RHNY program, or on the composition of the energy generated and/or consumed in NYS, NYSERDA and the NYS Department of Public Service reserve the right to include will include all energy created by any project receiving funds through the RHNY 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 NYSERDA’s programs, whenever any such report, evaluation, or review may be conducted or issued.

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

Certification Statement: By signing, all parties certify that they have read and understand the above information and requirements and agree to abide by them. NYSERDA will not accept an application from an Installer if the date of the signed contract with the customer is over 30 days prior to receipt.

Customer: By signing below, the customer certifies that he or she resides or operates a business in New York State and seeks to install a new, eligible cord wood or pellet boiler that has not been installed (partially or completely) prior to NYSERDA approval of the Incentive Application.

Customer Signature _____ Date _____

Print Customer Name _____

Eligible Installer/Contractor: By signing below, the Installer/Contractor certifies that he or she is: (1) Eligible to participate in NYSERDA’s 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 Purchase Agreement.

Eligible Installer/Contractor Signature: _____ Date _____

Print Name: _____