

**PROPOSAL REQUEST FOR THE
TOWN OF STUYVESANT TOWN HALL
POWER PURCHASE LEASE
NYSERDA PON 2112**

CONTRACT BID PACKAGE

PREPARED FOR:

TOWN OF STUYVESANT

MA#213907.00

March 2013

PREPARED BY:

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NOTICE TO BIDDERS

PLEASE TAKE NOTICE, the Town of Stuyvesant invites and seeks sealed bids for entering into a power purchase lease agreement for the design, installation, maintenance, and monitoring of a roof mounted, photovoltaic system to provide 100% of the annual historic usage at the Town of Stuyvesant Town Hall facility, in accordance with the specifications and filed with the Town Clerk.

The system installation will include all required permits, materials, tools, labor, new equipment; training, support, and expertise, under the requirements to install for customer interconnect to the utility grid and commission system for use under the NYSERDA Incentive Program PON 2112.

The bid proposal shall confirm that the bidding person or entity shall fully comply with all required Federal and State laws, rules and regulations.

Bids will be received by the Town Clerk of the Town of Stuyvesant, Town Hall, 5 Sunset Drive, PO Box 250, Stuyvesant, NY 12173, until 2:00 p.m. on Tuesday, April 2, 2013, at which time and place they will be publicly opened and read aloud, with the contract being awarded as soon as practicable thereafter upon review and consideration by the Town Board.

No bid will be accepted unless a signed Certification of Non-Collusion is submitted with the bid.

The Stuyvesant Town Board expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items, as the interest of the Town may appear to require.

No bidder may withdraw his/her bid within twenty-five (25) days after the actual date of the bid opening.

Dated March 14, 2013

INSTRUCTIONS TO BIDDERS

1. Components of Bid Package

Contained herein are the components of the bid package for the photovoltaic system lease in accordance with NYSERDA PON 2112, associated with the Town of Stuyvesant Town Hall Facility project. All bidders will take notice, review, and complete these components in order to offer a bid for the work.

The components are:

- Instructions to Bidders
- Bid Form
- Certification of Non-Collusion by Bidder
- Contract Agreement
- NYSERDA PON 2112 Documents

2. Scope of Work

- A. The system installation will include all required permits, materials, tools, labor, new equipment; training, support, and expertise, under the requirements to install for customer interconnect to the utility grid and commission system for use under the NYSERDA Incentive Program PON 2112.
- B. The contractor shall furnish all labor and materials required to install a roof mounted, grid tied, photovoltaic system, capable of providing 100% of the annual historic usage (16,555 kWh) at the Town of Stuyvesant Town Hall facility.
- C. The contractor shall be responsible for the complete design and installation of the system.
- D. The PV system shall include a Utility Style AC meter located near the inverter. This meter will provide a method of recording total energy generated by the PV system.
- E. The contractor shall collect and record reading from the system a minimum of every three (3) months or as required by NYSERDA for a period of 3 years.
- F. The term of the lease shall commence on the operation date of the system, and shall continue for a 20 year period. At the end of the term the contractor, at its own expense shall remove the system. If the Town so chooses, the following alternative options:
 1. Town shall have option to extend the agreement for an additional 5 year period. This option may be extended at the end of each new term for the useful life of the system.
 2. Town shall have the option to purchase the system at a negotiated fair market value.
- G. The roles of the Client as the site owner / landlord and power off-taker are limited to good faith negotiation of the land lease agreement and the separate power purchase agreement, issuance of appropriate permits and cooperation with other activities.

- H. The Contractor will be responsible for all development, permitting, design, construction, operation and maintenance, and all aspects of ownership and operation of the solar photovoltaic system for the 20 year term of the agreement.
- I. The Contractor shall be responsible for making every effort to install the system in a timely manner. If the Contractor cannot complete the project in the timeframe agreed upon at contract signing or is otherwise in material breach of the specification or agreement terms, the Contractor agrees to allow the Client to select an alternate contractor to develop the project.

3. **General Requirements of the Contractor**

- A. Negotiating and executing a Lease/Power purchase Agreement with the Town of Stuyvesant (Client).
- B. The Contractor shall coordinate with the Client regarding disruption of building.
- C. The Contractor shall determine the appropriate system size and interconnection procedure with National Grid, consistent with the average annual historical usage and the offset approved by NationalGrid. The project shall comply with all specifications in NationalGrid interconnection process.
- D. The Contractor shall design the solar photovoltaic system, including all site work and interconnection with the NationalGrid electric distribution system. The Contractor shall obtain the required utility interconnection agreement. The Contractor shall coordinate with NationalGrid and file all forms required for interconnection between the utility grid and the solar photovoltaic system.
- E. The Contractor shall purchase all necessary equipment (e.g. solar photovoltaic modules, inverters, combiner boxes, monitoring systems, mounting hardware, and all necessary equipment) and materials needed for the installation of a fully functioning and code-compliant grid-tied solar photovoltaic system located on the roof of the existing town hall building. Purchases shall be in accordance with field measurements taken at the proper time during the construction process.
- F. The Contractor shall provide all materials, tools, supervision, labor and equipment necessary for installation of the solar photovoltaic system.
- G. The Contractor's installation crew must follow OSHA regulations, including but not limited to standard 1926 - Safety and Health Regulations for Construction.
- H. The Contractor shall install all equipment and materials, and the Contractor shall follow all NationalGrid Interconnection Procedures, for the solar photovoltaic system.
- I. The Contractor shall submit to the Town Building Inspector, as part of the Town's Building Permit, preliminary and final construction phase shop drawings, revised as needed to meet the design, as follows:
 - i. Structural drawings stamped by a NY-licensed Professional Engineer.
 - ii. Electrical 3-line drawings for each sub-array stamped by a NY-licensed

Professional Engineer.

- J. The Contractor shall be responsible for preparing all required documentation, apply to NYSERDA under Program Opportunity Notice 2112 (PON).
- K. The Contractor shall comply with any and all building codes and standards, applicable utility rules and tariffs, and any and all federal, state, and local technical and installation specifications and guidelines as may be developed and established.
- L. Where additional details or instructions are required to complete the work, the Contractor is deemed to have made an allowance in the bid for completing such work, consistent with adjoining or similar details and/or the best accepted practices of the trade, whichever is more expensive.
- M. Contractor is responsible for complying with NYS Labor Department prevailing wage requirements for municipal projects.

4. Qualifications of Bidders

- A. The annual economic benefit to the Town of Stuyvesant as calculated from the lease fee amount and the savings under the Power Purchase Agreement.
- B. The qualifications of the Bidder in developing similar roof mounted, lease agreement, NYSERDA PON 2112, PV solar projects,
- C. The plan set forth by the Bidder's proposal to minimize risk of damage to the Town's building roof or any other facilities of the Town,
- D. The plan set forth by the Bidder's proposal to minimize regulatory and legal risks associated with the system installation at the town hall,
- E. Comprehensiveness of the Bidder's proposal package,
- F. Commitment and readiness of the Bidder to adhere to the anticipated schedule to complete and submit NYSERDA PON 2112 application.
- G. The law requires that contracts for public work in the State of New York be awarded to the lowest responsible bidder as will promote the public interest. In order to assist the Town in determining whether the apparent low bidder meets this standard, the Town reserves the right to require the apparent low bidder to submit the following:

To furnish the Town within 5 calendar days from the date of the request, a statement containing the following:

- (a) a description (including project name, location and owner) of any competitively bid project on which the bidder submitted the low bid but was not awarded a contract, within the previous five (5) years,
- (b) a current detailed financial statement showing assets, liabilities and

net worth, net total billings and average backlogs of uncompleted work on outstanding contracts for each of the previous three (3) years,

- (c) a list of the officers and principals of the bidder's legal entity, and a list of all subsidiary or affiliated companies in which the bidder's principals have any financial interest,
- (d) a description of any projects which the bidder or his predecessors failed to complete or any litigation in which the bidder has been involved in the previous three (3) years, including a list of project names, locations and owners,
- (e) a list and description of all contracts completed by the bidder within the previous three (3) years,
- (f) a list of at least three (3) project references (including project names, locations, owners, contact persons, and telephone numbers) which included work similar in scope, complexity, and material value as this proposed project.

5. Codes, Standards & Permits

- A. All work shall be performed in strict accordance with all applicable Town, State, and Federal codes and standards, including but not limited to:
 - i. Local codes, zoning laws, and all local authorities having jurisdiction (AHJ)
 - ii. Local utility's technical requirements for interconnection with solar energy systems
 - iii. All applicable Solar PV-specific standards set forth by the Solar America Board for Codes and Standards
 - iv. IEEE 1547 Standard for Interconnecting Distributed Resources with Electric Power
 - v. UL-1741 "Inverters, Converters, and Interconnection System Equipment for Use with Distributed Energy Resources"
 - vii. UL-1703 "Flat-Plate Modules and Panels"
 - viii. All products shall be UL listed or certified by other Nationally Recognized Testing Laboratory (NRTL) whenever possible
 - ix. NFPA 70: National Electrical Code 2011
 - (a) Article 690, Solar Electric Systems
 - (b) Article 705, Interconnected Electrical Power Production Sources
 - x. ANSI C12.1 "Code for Electricity Metering"
 - xi. FCC electromagnetic Interference (EMI) Part 15 A & B
 - xii. NYS Labor Department prevailing wage requirements and schedules for municipal projects.
- B. Prior to commencement of any work, Contractor is required to file and obtain ALL permits.
- C. At completion of work, Contractor is required to provide all required signoffs from all authorities having jurisdiction over the work specified in this document.

- D. The Contractor shall be responsible for payments of all fees necessary to obtain required permits and sign-offs.
- E. Installation of solar photovoltaic system shall not in any way cause malfunction of the existing facility electrical systems or affect in any way warranties of Client's property.

6. Incentives

- A. Contractor is entitled to the acquisition of the below solar energy incentives. It is the responsibility of the Contractor to acquire these at no cost to Client:
 - i. Federal Investment Tax Credit (or 1603 if possible)
 - ii. Modified Accelerated Cost Recovery System (MACRS)
 - iii. NYSERDA SREC Sales Agreement

7. Lease/Power Purchase Contract

- A. Contractor shall supply a Lease/Power Purchase agreement As part of the Bid Package.
- B. Contractor shall enter into a Lease Agreement with the Client for the site where the Contractor will develop and operate the Solar Photovoltaic System, and to provide maintenance and monitoring of the system during the lease term.
- C. The Lease Agreement shall state the anticipated date upon which the Lease Agreement is to commence and any conditions placed on the commencement of Lease Agreement.
- D. The Contactor shall provide the Client with full assurance that the Lease Agreement payments will be paid in a schedule agreed upon by the Client and the Contractor. For purposes of bid, assume lease payments to be monthly.
- E. The Contactor shall provide the Client with full assurance that the Solar Photovoltaic System installed at the site will not affect the town roof, and the Contractor shall warrantee the town's roof from any damage as a result of the installation of the PV equipment and installation for a period of 6 months following the operational commissioning date.
- D. The Power Purchase Agreement shall provide the Client with full assurance that the benefits of the Power Purchase Agreement will be realized, including how the rates would be amended to ensure that the Town would still realize its economic benefit, if NYS legislation amends the regulations regarding Net Metering so as to eliminate this benefit.
- E. The Power Purchase Agreement shall provide penalties in the event that the solar photovoltaic system is not operational due to Contractor's fault (including failure of equipment or facilities owned by the Contractor) for any one period of more than 23 hours and 59 minutes.

- F. The Power Purchase Agreement shall bind the Contractor to provide not less than 80 percent of the stated initial rated power for the 20 year agreement duration, and require that replacements or upgrades as necessary shall be made at no cost to the Client to provide the minimum guaranteed power.

8. Submittals

- A. All of the equipment shall be registered with the proper jurisdictional departments, and copies shall be provided to Client upon filing.
- B. Product Data: Manufacturer's data sheets on all products being used, including:
 - i. Storage and handling requirements and recommendations.
 - ii. Installation methods and manuals.
- C. Manufacturer-detailed testing and commissioning procedures.
- D. Shop Drawings
 - i. Show exact locations of all installed hardware.
 - ii. Provide wiring diagrams for array and interconnecting hardware.
 - iii. Structural diagrams detailing exact position of all equipment used for structural support of photovoltaic sub-arrays.

9. Quality Assurance

- A. Contractor Qualifications: All work shall be performed by skilled workers regularly engaged and specializing in the installation of solar photovoltaic systems, in strict accordance with the installation directions of the approved manufacturers and as specified herein.
- B. Contractor shall employ on site at all times installation is ongoing at least one North American Board of Certified Energy Practitioners (NABCEP) Certified Installer who has previously played a supervising or managing role in a solar photovoltaic installation to supervise the installation.

10. Delivery, Storage and Handling

- A. Deliver photovoltaic modules properly packaged to provide protection against transportation damage.
- B. Adequately protect equipment that is placed in storage at the construction site from damage by vandalism, weather or contaminants.
- C. Follow manufacturer's recommendation on storage and exposure to extreme weather conditions.

11. Waste Removal

- A. Construction and demolition waste disposal must comply with all applicable Federal,

State, and Local Regulations.

- B. Contractor shall be responsible for the removal and off-site disposal of any and all materials considered waste during the course of the work, in accordance with all applicable laws.
- C. In the event there is damage to any portion of the town hall exterior or interior or any area affected by the work, the Contractor shall promptly repair, clean and restore to the full satisfaction of the Client, any and all damage at no additional cost or delay to the Client.

12. Substitutions

- A. No substitution of specified equipment or materials shall be allowed without prior written approval of the Client.
 - i. Any work that is described as 'by others' and is affected by these substitutions, becomes the responsibility of the Contractor.
- B. Any substitutions or reductions in this specification without prior written approval shall mandate a reduction in payment to the Contractor to be determined by the construction manager or the Client.

13. Operations and Maintenance

- A. The Contractor shall be solely responsible for operation and maintenance of the solar photovoltaic system.
- B. The Contractor shall make regularly scheduled maintenance visits to the Site, or at least twice per year, to carry out all component manufacturer recommended maintenance and trade best practices, to keep the solar photovoltaic system fully functioning and to specifically ensure that no damage to the roof, or other possible issues are caused by the solar photovoltaic system.

14. Preparation of Bids

Prepare the bid on the official Bid Form included in these documents. Fill in all blank spaces legibly. The Bid Form must contain an original signature.

Contractor shall include with their bid a copy of the proposed Lease/Power Purchase agreement(s).

BID FORM

TO: The Town Board of the Town of Stuyvesant.

In compliance with your Notice to Contractors, published in the _____ dated _____, the undersigned, _____ proposes and agrees as follows:

1. To perform all work associated with the Town of Stuyvesant Power Purchase Lease associated with the installation of a roof mounted grid tied PV system at the Town Hall in accordance with the prices so named in this bid in a workerlike manner, in accordance with the plans and specifications, all of which are a part of the contract hereto annexed.
2. To complete all work as specified, on which this bid is based, within ninety (90) days after the starting date specified in the Town's Notice to Proceed.

[The Notice to Proceed shall be issued by the Town Board. It is anticipated that this will occur on or about one week after bid opening date.]
3. To furnish the Town within 5 calendar days from the date of the request, if identified as the apparent low bidder and if requested by the Town, a statement of qualifications as described in Article 3 of Instructions to Bidders.
4. To enter into a contract within ten (10) calendar days from the date of acceptance of this bid.

In compliance with the Instructions to Bidders, the undersigned declares that he/she has examined the list of materials and informed himself/herself fully in regard to all conditions pertaining to the materials required. He/she has examined the plans and specifications for the materials and the contract documents relating thereto, has read all addenda furnished prior to the opening of bids, and has satisfied himself/herself relative to the work to be performed.

Bid Response Form – Stuyvesant, NY Town Hall Solar Photovoltaic System, NYSERDA PON 2112

Contractor

Company Name:

Contact:

- Please provide contact mailing address email and phone number.

PV System

Total System Capacity (kW-DC):

Total System Capacity (kW-AC):

Production Estimate

Estimated annual electricity production (kWh/yr):

- Provide PV Watt.

Equipment Lease Fee (system cost to Town)

Proposed total lease fee (lump sum or annual):

Power Purchase Agreement Pricing

Proposed initial power pricing (cents/kWh):

Future Power Pricing Formula (Flat, Indexed, Fixed, Growth, other)

Acknowledgement

I acknowledge that I have read and understand the terms outlined in the Bid Specification provided with this form; I warrant that the system proposed fully complies with the requirements set forth in the Bid Specification and that the quoted price represents all necessary costs and risks associated with the installation.

Signature:

Print Name:

CERTIFICATION OF NON-COLLUSION BY BIDDER

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices, with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or to any competitor, before the time of the bid opening.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Town Clerk of the Municipality to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

(4) The fact that a bidder (a) has published price lists, rates, or tariffs, covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (1).

(5) Any bid hereafter made to any public authority or to any official of any public authority created by the State or any political subdivision, by a corporate bidder for work of services performed or to be performed or goods sold or to be sold where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in the lead paragraph of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation/partnership/individual.

(State of NEW YORK)
(County of _____)

Sworn to before me this _____ day
of _____, 20____.

Notary Public

(officer's/partner's/ individual's) name printed

(officer's/partner's/individual's) signature

(Corp./Partnership/Individual) name printed

(Corp./Partnership/Individual) signature

**NYSERDA DOCUMENTS
PON 2112**

Attachment E-1
PON 2112 – Solar PV Program
ADDENDUM to the POWER PURCHASE AGREEMENT or LEASE

NEW YORK STATE REQUIRED PROVISIONS

All Power Purchase Agreements or Leases (Agreements) submitted in connection with an Application for Incentives under PON 2112 must include a fully executed copy of this Addendum to power Purchase Agreement or 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 Agreement.

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: Solar PV Program incentives are only available for the installation of new equipment and PV Systems that have not been installed (partially or completely) prior to NYSERDA approval of the Incentive Application. Incentives will not be provided directly to Customers but are paid to the Contractor, who must then apply the entire approved amount to the Customer’s cost via a corresponding reduction in Customer’s monthly payments or PPA rate. The Final Invoice Checklist, completed and signed by the Contractor and Customer at the time of commissioning, must accompany the Final Incentive Payment Form submission. The NYSERDA Solar PV incentive for this PV System is anticipated to be \$ _____.

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

Losses: All potential system output losses (after all equipment losses are applied) associated with shading, system orientation, tilt angle, etc. may not exceed 20% of optimal system output to receive the full incentive. Such losses must be detailed in each application package using industry accepted shading and orientation tools, verifiable assumptions and calculations. Systems with losses greater than 20% of optimal output due to shading and orientation issues may be considered on a case-by-case basis. However, any available incentives for these systems will be prorated by output loss. In cases where trees or any other obstruction must be removed or moved in order to meet the program rules, incentive payments will not be made until 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 for PV Systems at sites in New York State that are 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, National Grid, Orange and Rockland Utilities, Inc. and Rochester Gas and Electric Corporation that contribute to the Renewable Portfolio Standard/System Benefits Charge (sometimes referred to as “RPS/SBC” as a line item on utility electric bills).

Warranty: 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 electrical output of more than one percent per year from the original rated electrical 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

Attachment E-1
PON 2112 – Solar PV Program
ADDENDUM to the POWER PURCHASE AGREEMENT or LEASE

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 or PPA 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 (DPS) will include all electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program, for the life of such projects, and the environmental attributes associated with such energy, whether metered or projected, as a part of any report, evaluation, or review of the RPS Program, whenever any such report, evaluation, or review may be conducted or issued, as renewable energy consumed in NYS. No party, including but not limited to owners, lessees/lessors, operators, and/or associated contractors shall agree to or enter any transaction that would or may be intended to result in the exportation or transmittal of any electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program to any party or system outside of New York State.

Fair Market Value: Fair Market Value, with respect to any calculation of the price for which the Customer may be entitled to purchase the PV System, will be determined through a fair and equitable process. The contribution of the value of any environmental attributes or renewable energy credits to the Fair Market Value shall be determined after consideration of the reservation by NYSERDA and DPS of the right to include the energy and associated attributes generated by the PV System in any assessment or reporting, as outlined herein.

Data Monitoring and Reporting: For a period of three years, the Contractor _____ Customer _____ [Please designate and initial] must take readings measuring the energy generation of the PV System every six months. For systems 25 kW and higher meter readings must be taken monthly and reported to NYSERDA every six months for the three year monitoring period. While the Customer may be responsible for taking meter readings, all meter readings must be submitted to NYSERDA by the Contractor.

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

Cost Estimate/Total System Price: The Customer has relied upon the Contractor to include any and all costs associated with the complete installation of the proposed PV system in the Agreement. For purposes of this Addendum, "complete installation" may or may not include non-incident site preparation, including but not limited to roof repair, structural work to the residence/site, or removal of trees and other obstructions; however the Contractor is required to disclose the scope of work and costs associated with any non-incident site preparation prior to execution of the Agreement. If additional costs are sought from the Customer, or for non-incident site preparation are not disclosed to the customer prior to installation of the solar facility, the Customer may cancel this Agreement 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 Contractor does not submit a completed Incentive Application to NYSERDA, or if the Incentive Application (a) is not approved by NYSERDA or (b) if NYSERDA approves a lower incentive, and any of the aforementioned results in a higher cost to the Customer under the Agreement, then the Customer may terminate this Agreement without penalty and seek a full refund of any deposit paid to Contractor or costs he or she incurred under this Agreement, less any reasonable site visit fees charged by the Contractor.

PV system completion/commissioning: The Contractor agrees to complete the installation of the PV system, and request all necessary inspections, within 120 days of NYSERDA's approval of the Incentive 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.

Attachment E-1
PON 2112 – Solar PV Program
ADDENDUM to the POWER PURCHASE AGREEMENT or LEASE

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 with an accountant/tax adviser for details on eligibility for the credit provided in the law, regardless of whether the Contractor has provided information regarding the expected tax benefits (real property, federal or state tax incentives, or sales and use tax exemptions).

Net Metering: Customers are encouraged to consult with their local utility regarding eligibility for net metering.

Clipboard Audit: The 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 the age of the building, and an inspection of the building to identify potential energy efficiency measures, especially low and no cost measures that could reduce the electricity load of the building. This would include an inspection of the hard-wired lighting systems and free-standing light fixtures, appliance ages and whether they are ENERGY STAR, the presence of advanced power strips for consumer electronics, 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 inquiries to the owner regarding any recent installation of insulation. The Contractor will conclude the audit with a homeowner debriefing. The Contractor will leave a copy of the inspection form with the owner at the end of the inspection. The form will include a description of the home, recommendations of changes to reduce electric consumption, and easy fixes the homeowner can do. The Contractor will also leave a list of Home Performance Contractors that could install more complex energy efficiency measures, informational brochures informing the owner of the details of utility or NYSERDA energy efficiency programs available to home owner, and a brochure of low cost/no cost tips for reducing energy consumption. The inspection should last no more than 60 minutes. Customers will not be required to implement energy efficiency measures as a pre-requisite of receiving a PV incentive.

Non Residential Energy Assessment: If the site is non-residential, the Contractor will provide to Customer information on ENERGY STAR’s Portfolio Manager Benchmarking Tool or other equivalent tool and, if requested by Customer, 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. The Contractor will also provide informational brochures on NYSERDA and utility energy efficiency programs. Customers will not be required to benchmark or implement energy efficiency measures as a pre-requisite for receiving a PV incentive.

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: 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/pdf/home_improvment_brochure.pdf

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

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

Attachment E-1
PON 2112 – Solar PV Program
ADDENDUM to the POWER PURCHASE AGREEMENT or LEASE

Disclaimer: The Customer understands that neither NYSERDA nor the State of New York: (1) endorse any Contractor, Third Party Equipment Owner, (2) guaranty, warranty, or in any way represent or assume liability for any work proposed or carried out by a Contractor (3) endorses or recommends entry into this Agreement. 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 an application from a 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. Please email NYSERDA at PV@nyserdera.org regarding any questions, or to check the status of your application.

Customer Signature _____ Date _____

Print Name _____

Contractor: By signing below, the Contractor agrees 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 Agreement.

Contractor Signature _____ Date _____

Print Name _____



**Attachment D
CHANGE ORDER**

Email completed form to mts@nyserda.org

Date _____ NYSERDA Application No. _____

ORIGINAL PROPOSED

System Size		kW	
Total Price	\$		
NYSERDA Incentive	\$		
Equipment:	Quantity	Cost	Make and Model
Modules		\$	
Inverter(s)		\$	
Other		\$	

NEW SYSTEM

Attach revised 3-line drawing if applicable

System Size		kW	
Total Price	\$		
NYSERDA Incentive*	\$		*Is an additional incentive requested? <input type="checkbox"/> yes <input type="checkbox"/> no
Equipment:	Quantity	Cost	Make and Model
Modules		\$	
Inverter(s)		\$	
Other		\$	

To accept this change order, sign below and return.

Customer Name _____ Date _____

Customer Signature _____

Installer Name _____ Date _____

Installer Signature _____

For NYSEDA use only. Supplier Contract # _____ Purchase Order # _____

Approved in PC by _____ Date _____

Check one & note in PC: No change in incentive Decrease in incentive/amount \$ _____

Increase in incentive/amount \$ _____ Date entered in NEIS _____

**90 Day Project Extension Request Form
PON 2112**

Installer Name: Monolith Solar Associates, LLC	Date:
Project No.: PV _____	Application Approved Date:
Customer Name:	
Customer Address:	
Original date equipment was to be delivered:	
Proposed new equipment delivery date:	
Reason(s) extension is needed (be specific):	
If delay is caused by an outside party, such as a town or utility, please provide a contact name and number for verification:	

Installer Signature

Customer Signature

Date

Date

Please email this form to MTS@nyserda.org or fax to 518-862-1091, attention: Matthew Sousa

For Internal Use Only

Date Received by NYSERDA _____

Approved _____

Date _____

Denied _____

Date _____

FORM "K"
NIAGARA MOHAWK POWER CORPORATION
NEW YORK STATE STANDARDIZED CONTRACT
FOR INTERCONNECTION OF NEW DISTRIBUTED GENERATION UNITS
WITH CAPACITY OF 2 MW OR LESS CONNECTED IN PARALLEL WITH
UTILITY DISTRIBUTION SYSTEMS

Customer Information:

Name:

Address:

Telephone:

Fax:

Email:

NMPC Customer Account No.:

Company Information:

Name: Niagara Mohawk Power Corporation
d/b/a National Grid

Address: Distributed Generation Services
2nd Fl. East Office Bldg.
175 East Old Country Rd.
Hicksville, New York 11801-4257

Telephone: 516 545-4786

Fax: 516 545-6134

Email: DGS-NY@us.ngrid.com

DEFINITIONS

Dedicated Facilities means the equipment and facilities on the Company's system necessary to permit operation of the Unit in parallel with the Company's system.

Delivery Service means the services the Company may provide to deliver capacity or energy generated by Customer to a buyer to a delivery point(s), including related ancillary services.

"Net energy metering" means the use of a net energy meter to measure, during the billing period applicable to a customer-generator, the net amount of electricity supplied by an electric corporation and provided to the corporation by a customer-generator.

"SIR" means the New York State Standardized Interconnection Requirements for new distributed generation units with a nameplate capacity of 2 MW or less connected in parallel with the Company's distribution system

"Unit" means the distributed generation Unit with a nameplate capacity of 2 MW or less located on the Customer's premises at the time the company approves such Unit for operation in parallel with the Company's system. This Agreement relates only to such Unit, but a new agreement shall not be required if the customer makes physical alterations to the Unit that do not result in an increase in its nameplate generating capacity. The nameplate generating capacity of the Unit shall not exceed 2 MW.

I. TERM AND TERMINATION

1.1 Term: This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated.

1.2 Termination: This Agreement may be terminated as follows:

- a. The Customer may terminate this Agreement at any time, by giving the Company sixty (60) days' written notice.
- b. Failure by the Customer to seek final acceptance by the Company within twelve (12) months after completion of the utility construction process described in the SIR shall automatically terminate this Agreement.
- c. Either Party may, by giving the other Party at least sixty (60) days' prior written notice, terminate this Agreement in the event that the other Party is in default of any of the material terms and conditions of this Agreement. The terminating Party shall specify in the notice the basis for the termination and shall provide a reasonable opportunity to cure the default.
- d. The Company may, by giving the customer at least sixty (60) days' prior written notice, terminate this Agreement for cause. The Customer's non-compliance with an upgrade to the SIR, unless the Customer's installation is "grandfathered," shall constitute good cause.

1.3 Disconnection and Survival of Obligations: Upon termination of this Agreement the Unit will be disconnected from the Company's electric system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

1.4 Suspension: This Agreement will be suspended during any period in which the Customer is not eligible for delivery service from the Company.

II. SCOPE OF AGREEMENT

2.1 Scope of Agreement: This Agreement relates solely to the conditions under which the Company and the Customer agree that the Unit may be interconnected to and operated in parallel with the Company's system.

2.2 Electricity Not Covered: The Company shall have no duty under this Agreement to account for, pay for, deliver, or return in kind any electricity produced by the Facility and delivered into the Company's System unless the system is net metered as described in Public Service Law Sections 66-j or 66-l.

III. INSTALLATION, OPERATION AND MAINTENANCE OF UNIT

3.1 Compliance with SIR: Subject to the provisions of this Agreement, the Company shall be required to interconnect the Unit to the Company's system, for purposes of parallel operation, if the Company accepts the Unit as in compliance with the SIR. The Customer shall have a continuing obligation to maintain and operate the Unit in compliance with the SIR.

3.2 Observation of the Unit - Construction Phase: The Company may, in its discretion and upon reasonable notice, conduct reasonable on-site verifications during the construction of the Unit. Whenever the Company chooses to exercise its right to conduct observations herein it shall specify to the Customer its reasons for its decision to conduct the observation. For purposes of this paragraph and paragraphs 3.3 through 3.5, the term "on-site verification" shall not include testing of the Unit, and verification tests shall not be required except as provided in paragraphs 3.3 and 3.4.

3.3 Observation of the Unit - Ten-day Period: The Company may conduct on-site verifications of the Unit and observe the execution of verification testing within a reasonable period of time, not exceeding ten (10) business days after system installation. The applicant's facility will be allowed to commence parallel operation upon satisfactory completion of the verification test. The applicant must have complied with and must continue to comply with all contractual and technical requirements.

3.4 Observation of the Unit - Post-Ten-day Period: If the Company does not perform an on-site verification of the Unit and observe the execution of verification testing within the ten-day period, the Customer will send the utility within five (5) days of the verification testing a written notification certifying that the Unit has been installed and tested in compliance with the SIR, the utility-accepted design and the equipment manufacturer's instructions. The Customer may begin to produce energy upon satisfactory completion of the verification test. After receiving the verification test notification, the Company will either issue to the applicant a formal letter of acceptance for interconnection, or may request that the applicant and utility set a date and time to conduct an on-site verification of the Unit and make reasonable inquiries of the Customer, but only for purposes of determining whether the verification tests were properly performed. The Customer shall not be required to perform the verification tests a second time, unless irregularities appear in the verification test report or there are other objective indications that the tests were not properly performed in the first instance.

3.5 Observation of the Unit - Operations: The Company may conduct on-site verification of the operations of the Unit after it commences operations if the Company has a reasonable basis for doing so based on its responsibility to provide continuous and reliable utility service or as authorized by the provisions of the Company's Retail Tariff relating to the verification of customer installations generally.

3.6 Costs of Dedicated Facilities: During the term of this Agreement, the Company shall design, construct and install the Dedicated Facilities. The Customer shall be responsible for paying the incremental capital cost of such Dedicated Facilities attributable to the Customer's Unit. All costs associated with the operation and maintenance of the Dedicated Facilities after the Unit first produces energy shall be the responsibility of the Company.

IV. DISCONNECTION OF THE UNIT

4.1 Emergency Disconnection: The Company may disconnect the Unit, without prior notice to the Customer (a) to eliminate conditions that constitute a potential hazard to Company personnel or the general public; (b) if pre-emergency or emergency conditions exist on the Company system; (c) if a hazardous condition relating to the Unit is observed by a utility inspection; or (d) if the Customer has tampered with any protective device. The Company shall notify the Customer of the emergency if circumstances permit.

4.2 Non-Emergency Disconnection: The Company may disconnect the Unit, after notice to the responsible party has been provided and a reasonable time to correct, consistent with the conditions, has elapsed, if (a) the Customer has failed to make available records of verification tests and maintenance of his protective devices; (b) the Unit system interferes with Company equipment or equipment belonging to other customers of the Company; (c) the Unit adversely affects the quality of service of adjoining customers.

4.3 Disconnection by Customer: The Customer may disconnect the Unit at any time.

4.4 Utility Obligation to Cure Adverse Effect: If, after the Customer meets all interconnection requirements, the operations of the Company are adversely affecting the performance of the Unit or the Customer's premises, the Company shall immediately take appropriate action to eliminate the adverse effect. If the Company determines that it needs to upgrade or reconfigure its system the Customer will not be responsible for the cost of new or additional equipment beyond the point of common coupling between the Customer and the Company.

V. ACCESS

5.1 Access to Premises: The Company shall have access to the disconnect switch of the Unit at all times. At reasonable hours and upon reasonable notice consistent with Section III of this Agreement, or at any time without notice in the event of an emergency (as defined in paragraph 4.1), the Company shall have access to the Premises.

5.2 Company and Customer Representatives: The Company shall designate, and shall provide to the Customer, the name and telephone number of a representative or representatives who can be reached at all times to allow the Customer to report an emergency and obtain the assistance of the Company. For the purpose of allowing access to the premises, the Customer shall provide the Company with the name and telephone number of a person who is responsible for providing access to the Premises.

5.3 Company Right to Access Company-Owned Facilities and Equipment: If necessary for the purposes of this Agreement, the Customer shall allow the Company access to the Company's equipment and facilities located on the Premises. To the extent that the Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Customer under this Agreement, the Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

VI. DISPUTE RESOLUTION

6.1 Good Faith Resolution of Disputes: Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

6.2 Mediation: If a dispute arises under this Agreement, and if it cannot be resolved by the Parties within ten (10) business days after written notice of the dispute, the parties agree to submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in New York State, in accordance with the then current CPR Institute for Dispute Resolution Mediation Procedure, or to mediation by a mediator provided by the New York Public Service Commission. The Parties agree to participate in good faith in the mediation for a period of up to 90 days. If the Parties are not successful in resolving their disputes through mediation, then the parties may refer the dispute for resolution to the New York Public Service Commission, which shall maintain continuing jurisdiction over this agreement.

6.3 Escrow: If there are amounts in dispute of more than two thousand dollars (\$2,000), the Customer shall either place such disputed amounts into an independent escrow account pending final resolution of the dispute in question, or provide to the Company an appropriate irrevocable standby letter of credit in lieu thereof.

VII. INSURANCE

7.1 The Customer is not required to provide general liability insurance coverage as part of this Agreement, the SIR, or any other Company requirement. Due to the risk of incurring damages however, the Public Service Commission recommends that every distributed generation customer protect itself with insurance.

7.2 Effect: The inability of the Company to require the Customer to provide general liability insurance coverage for operation of the Unit is not a waiver of any rights the Company may have to pursue remedies at law against the Customer to recover damages.

VIII. MISCELLANEOUS PROVISIONS

8.1 Beneficiaries: This Agreement is intended solely for the benefit of the parties hereto, and if a party is an agent, its principal. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any other person.

8.2 Severability: If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

8.3 Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, whether verbal or written.

8.4 Waiver: No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any agreement or covenant herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.\

8.5 Applicable Law: This Agreement shall be governed by and construed in accordance with the law of the State of New York.

8.6 Amendments: This Agreement shall not be amended unless the amendment is in writing and signed by the Company and the Customer.

8.7 Force Majeure: For purposes of this Agreement, "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will

promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible.

8.8 Assignment to Corporate Party: At any time during the term, the Customer may assign this Agreement to a corporation or other entity with limited liability, provided that the Customer obtains the consent of the Company. Such consent will not be withheld unless the Company can demonstrate that the corporate entity is not reasonably capable of performing the obligations of the assigning Customer under this Agreement.

8.9 Assignment to Individuals: At any time during the term, a Customer may assign this Agreement to another person, other than a corporation or other entity with limited liability, provided that the assignee is the owner, lessee, or is otherwise responsible for the Unit.

8.10 Permits and Approvals: Customer shall obtain all environmental and other permits lawfully required by governmental authorities prior to the construction and for the operation of the Unit during the term of this Agreement.

8.11 Limitation of Liability: Neither by inspection, if any, or non-rejection, nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Customer or leased by the Customer from third parties, including without limitation the Unit and any structures, equipment, wires, appliances or devices appurtenant thereto.

ACCEPTED AND AGREED:

Customer: _____

Date: _____

Company: _____

Niagara Mohawk Power Corporation d/b/a National Grid

Date: _____