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 Name
 Gislene Noel
 Address
 227-15 147th Ave

 Email
 gislenenoel@yahoo.com
 City
 Queens

 Phone
 +19179958380
 State Zip
 NY, 11413

# II. SCOPE OF WORK

This agreement includes all materials and labor charges for a Solar Grid Inter-tied PV system, to be installed at the residence at the above address. The Contract price, system cost, includes solar PV modules and inverter(s) plus all related hardware, disconnect switches, wiring, and all labor charges for a complete installation. Addendum "A" highlights the installation package-level details. Addendum "B" will highlight any additional work needed to accommodate the solar array installation. If an estimate is provided prior to full engineering inspection, SUNco reserves the right to provide an adjusted price after the engineering inspection. Both parties have the right to cancel this Agreement with no penalty if the adjusted price is not agreed upon.

# III. TIME OF COMPLETION

The work to be performed under this contract shall be commenced within 90 days from the date of the issuance of pre-approval letter from CONED, confirming net-metering agreement and rebate calculations and permit has been received from the city. The work will be substantially completed within 14 days after delivery of equipment and commencement of installation. Commencement and completion of installation is subject to equipment availability.

# IV. SOLAR SYSTEM EQUIPMENT PURCHASED

17 X PREMIUM SOLAR PANELS + PREMIUM MICROINVERTERS

6.12 KW SOLAR DISTRIBUTED GENERATION UNIT

## V. ASSURANCES INCLUDED

SUNCO Installed Solar System; 25 Year Panel Performance Warranty

25 Year Micro Inverter Warranty 10 Year Workmanship Warranty

5 Year Roof Penetration Warranty

Plans Stamped by State of New York Registered Architect

System Cost Overview

Designed wind load; 110 mph No Shingle Cutting, won't void roof manufacturer's warranty

\*Warranty Documents Available Upon Request

## VI. FINANCIAL BREAKDOWN

Homeowner Initials:

Homeowner agrees to pay SUNco a total price of ("System Cost"):

Available Solar Electric Generating Equipment Federal Tax Credit:

\$ 27480

30% of after rebate cost, IRS Form 5695

Available Solar Electric Generating Equipment State Tax Credit:

25% of after rebate cost, maximum \$5,000, NY Tax Form IT-255

Calculation of Available New York City Property Tax Abatement: \$ 18320

New York City Form PTA4

NET SYSTEM COST \$ 40800

Homeowner Signature: x 05 / 06 / 2023

DATE

Note: Filing of NY State Tax Form IT-255 and Form 5695 is the responsibility of the Homeowner. SUNco Solar does not give tax advice or guarantee the tax credits or tax abatements. Homeowner is advised to consult with a tax adviser regarding their qualifications to take the credits and amount they may qualify for in any given year. It is the responsibility of the Homeowner to verify all available incentive amounts listed on this contract. NYS Tax Credit applies to Primary Residence Only. If Homeowner does not receive the above tax credits, abatement, or rebate the Homeowner is still responsible for the entire system cost.



- 1. CHANGES IN THE WORK. Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modification or addition to the work shall be executed only when both the Owner and the Contractor have signed a Contract Change Order. The Change Order may also increase the price of the systems and time within which the contract is to be completed. Any Change Order forms for changes or Extra Work shall be incorporated in and become a part of the contract. Please be aware quantities of solar panels & inverters are subject to change to substantially similar or better equipment.
- 2. **RESPONSIBILITIES OF THE PARTIES.** Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Owner shall pay for any expense incurred due to such conditions. The Owner is responsible to supply electricity to the site as necessary for installation. Owner agrees to provide Contractor and equipment access to the property, the electric meter, electric panel and provide toilet facilities. If access to the property is not allowed, the Owner agrees to pay a fee of fifty dollars per day to the contractor until access is granted. The Owner is responsible for having sufficient funds to comply with this agreement. The Owner assumes all responsibility for pre-existing or future violations unrelated to the scope of work set forth in this agreement. This is a cash transaction unless otherwise specified. The Owner is responsible to remove or protect any personal property and Contractor is not responsible for it or for any carpets, ceilings, walls, drapes, furniture, driveways, lawns, siding, shrubs, cars, etc.
- 3. **DELAYS.** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time; funding of loans; disbursement of funds into funding control or escrow; acts of neglect or omission of Owner, Owner's employees, or Owner's agent; acts of God; stormy or inclement weather; strikes, lockouts, boycotts, or other labor union activities; Extra Work ordered by Owner; acts of public enemy; riots or civil commotion; inability to secure material through regular recognized channels; imposition of government priority or allocation of materials; failure of Owner to make payments when due; or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; or for acts of independent contractors; or holidays; or other causes beyond Contractor's reasonable control.
- 4. PLANS & SPECIFICATIONS. If plans and specifications are prepared for this job, they shall be attached to and become a part of the agreement.
- 5. **SUBCONTRACTS.** The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.
- 6. **FEES, TAXES AND ASSESMENTS.** Owner will pay for taxes and assessments of all descriptions. Contractor will obtain and pay for all required building permits, as well as any hook-up charges required by public entities and the like.
- 7. COMPLETION AND OCCUPANCY. Owner agrees to sign and record a Notice of Completion within five (5) days after substantial project completion. Substantial project completion is defined as all major solar components installed. Major solar components are Racking, Solar PV Modules & Inverter(s). If the project achieves substantial project completion but Owner fails to record Notice of Completion within fourteen (14) days, then Owner hereby appoints Contractor as Owner's Agent to sign and record a Notice of Completion on behalf of Owner. This Agency is irrevocable and is an Agency coupled with an interest. In the event the Owner receives benefits of electricity production from the system for a period of seven days or longer, before the Contractor has received all payment due under this contract, such usage shall constitute full and unqualified acceptance of all the Contractor's work by the Owner and the Owner agrees that such usage shall be a waiver of any and all claims against the contractor.

Homeowner Initials: X



- 8. **INSURANCE AND DEPOSITS**. Owner will procure and maintain, at Owner's expense and before the commencement of any work hereunder, fire insurance for construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, Contractor, and to include sufficient funds to protect Contractor, subcontractors and construction lender as their interests may appear. Should Owner fail to do so, Contractor may procure such insurance as agent for and at the expenses of Owner but is not required to do so. If the project is destroyed or damaged by accident, disaster, or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor in rebuilding or restoring the project shall be paid by the Owner as Extra Work.
- 9. **RIGHT TO STOP WORK**. Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this agreement. Contractor may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the Contractor may have. Such failure to make payment when due, is a material breach of this agreement. Owner acknowledges that the additional costs for the delay in stopping and starting the project shall be treated as an Extra Work and allow Contractor additional costs in accordance with paragraph one hereof. If payments are not received within 90 days from the date due, Contractor has the exclusive right to reclaim all of the equipment and Owner hereby grants the Contractor the right to access the property to reclaim the equipment.
- 10. **CLEAN-UP.** Contractor will remove from Owner's property debris and surplus material created by this operation and leave it in a neat and broom-clean condition.
- 11. **LIMITATIONS**. No legal action of any character or state agency complaints arising from or related to this contract, or the performance thereof shall be commenced by either party against the other more than one year after completion of the project or cessation of work under this contract.
- 12. **COMPLIANCE WITH LAWS**. In connection with the performance by Contractor, pursuant to this agreement, Contractor shall comply with all federal, state, county and local laws, ordinances and regulations. The homeowner may have rights under the New York State Home Energy Fair Practices Act (HEFPA). Inquiries about HEFPA may be made with the Department of Public Service. For consumer complaints that cannot be resolved with the company, you may contact the New York State Department of Public Service (DPS). DPS complaints may be directed as follows: Website: www.dps.ny.gov/complaints, Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a 4:00p), or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223
- 13. **ATTORNEY FEES**. In the event there is any litigation or arbitration arising out of this agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.
- 14. **PAYMENT.** Loan customer will have their payment dispersed by the solar lender institution with no action needed at predetermined milestones. Cash customers are responsible for the following payment schedule, 10% upfront, 50% upon scheduling install, 40% upon substantial project completion. Upon satisfactory full payment being made by the Owner for the work performed, the Contractor shall, furnish to the persons contracting for the improvement, a full and unconditional release from any claim or Mechanic's Lien for the work. If payment isn't received for work performed SUNco Solar reserves the right to file claims or Mechanic's Lien for the work.
- 15. **UNUSUAL CONDITIONS.** The price stated on this Agreement pertains to homes with normal site conditions. Unusual site conditions, including complicated roof surfaces, difficult access, or other circumstances requiring significant extra labor will add an additional labor cost to the price. Any additional labor or hardware cost necessitated by site conditions must be approved, in writing, by the Customer prior to beginning of installation.



- 16. **MEDIA RELEASE**. Owner authorizes Contractor to publish photographs and videos or audio taken before, during or after the Work, for use in Contractor's printed publications and website(s). Owner acknowledges that participation in publications and websites produced by Contractor is voluntary and they will receive no financial compensation.
- 17. **ARBITRATION.** All claims and disputes arising under or relating to this contract are to be settled by binding arbitration in the State of New York or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction. The prevailing party shall be entitled to recover from the non-prevailing party all of their costs and attorney's fees related to the claims and disputes raised by either party. Notice: by signing this agreement the homeowner is agreeing to have any dispute arising out of or related to the agreement decided by neutral arbitration and homeowner is giving up any rights homeowner might possess to have the dispute litigated in a court and decided by a jury. This contract shall be governed by and constructed in all respect in accordance with, and governed by, the laws of the state of Utah, without regard to conflict of law principles. By signing this agreement Homeowner is further giving up homeowner rights to discovery and appeal applicable to court proceedings, unless those rights are specifically included in this section. If homeowner refuses to submit to arbitration after agreeing to this provision, homeowner may be compelled to arbitrate under the authority of applicable law. Homeowner agrees that homeowner's agreement to this section is voluntary. Homeowner has read and understands the foregoing and agrees to submit disputes arising out of or related to the agreement to neutral arbitration.

Homeowner Initials: X

- 18. **LIMITATION OF DAMAGES.** Notwithstanding anything to the contrary contained in any other provision of this Agreement, the parties agree that the recovery by any party, of any liabilities, damages, costs or other expenses as a result of any breach or nonfulfillment by a party of any of its covenants, agreements or other obligations under this Agreement, shall be limited to actual damages, not to exceed the system cost, and shall not include or apply to, nor shall any party be entitled to recover, any indirect, consequential, exemplary or punitive damages (including, and damages on account of possible electric savings, diminution of value, lost use of property) suffered or incurred by any party.
- 19. **LIENS.** You grant SUNco a first position secured interest in the solar system installed at your location. SUNco may file a UCC-1 on the solar system identified in this contract and installed under this contract, listing the Homeowner as the debtor on the obligation. SUNco shall only release the UCC-1 after all the System Cost is paid in full.
- 20. **ENTIRE CONTRACT**. No employee or representative of SUNco is authorized to make any promise to you that is not contained in this contract provided to homeowner and executed by SUNco. Both homeowner and SUNco acknowledge that they are not relying on any verbal agreements not contained in this Contract, Addendums A & D, Fee schedule, or Exhibit 1.
- Larger Print: To accommodate all Customers, Contractor will provide a copy of this Agreement and General Terms and Conditions in larger-sized text upon request.



#### Addendum A

# Standard Installation Package

The Standard Installation Package includes external wiring to be run in a professional manner that meets all codes using material designed to be installed outside and exposed to normal weather elements. Wiring will be run as inconspicuously as possible; however, some wiring may be visible along the roof or outside the wall. Contractor will do whatever is reasonable to hide wires under the solar array. Wiring will generally be run in gray PVC conduit or equivalent. SUNco standard ten-year transferable warranty includes all generation system components against breakdown or degradation in electrical output of more than 10% from the original rated electrical output. SUNco standard five-year penetration warranty guarantees that any roof penetration we make will be watertight for at least 5 years. This warranty protects from any abnormal wear and tear of leaks from penetrations to the roof. Any issues that are not the result of normal wear and tear are not covered by SUNco. Acts of God and damage caused by hurricanes (or similar storms, wind, or weather) will not be covered. The warranty covers the full cost, including labor, repair, and replacement of defective components or systems. Solar Inverters, conduit, and electrical disconnect will be installed on the exterior of the house within 5 feet of the electrical meter if possible, or internally adjacent to an existing breaker panel within 5 feet of the panel. Contractor will determine the most code-compliant location based on data collected from site inspection. If the inverter(s) cannot be located within 5 feet of either the meter or electric panel, additional charges will apply, and be determined by the Installation Manager upon a site inspection. Solar racking system is installed with aluminum "L" feet secured with stainless steel hardware and sealed to the roof using a contractor proprietary flashing and sealing system.

Homeowner Signature:	<i>x</i>	Shel	05 / 06 / 2023
			DATE

#### Addendum B

#### Additional Work To Be Performed

#### PITCHED ROOF WORK

Remove existing layers of shingles. Inspect decking. Include up to 5 sheets of plywood if needed, any additional is \$95/sheet. Install aluminum drip edge at roof perimeter, Ice & Water shield at gutter lines and valleys to code and at the base of all roof penetrations, install synthetic underlayment, starter strip, and install Architectural shingle with manufacturer's 30-year warranty or greater. Replace pipe flashings with new aluminum pipe boot, reflash existing chimney with roofing cement. New metal flashing is additional. Existing step flashings to remain if existing.

## LOW-SLOPE ROOF WORK

For any low slope portion of the roof where a solar array will be installed, remove layers of existing roofing, inspect decking, and include up to 5 sheets of plywood if needed, any additional is \$95/sheet. Install aluminum edge at roof perimeter, install base sheet and cap sheet. Includes clean-up and debris removal.

Includes clean-up, debris removal, and magnetic nail sweep. Property to be left in broom-swept condition. If a satellite dish exists, SUNco is not responsible for lost signal, re-installation of a satellite dish or any costs associated with re-installment.

During the installation of the roofing system, there exists the possibility of stress cracks, popped screws, rotten plywood, rotten bending or cracked beams, etc... in the underlying construction. There is no way to predict this will occur and any damages are specifically excluded from this contract. If gutters exist on the home currently, there is no guarantee the gutters will be salvaged. Contractor is NOT responsible for existing skylights, gutter systems, or covers. There is no guarantee pooling will not occur on low-slope roofs after replacement. The Owner is responsible to remove or protect any personal property and Contractor is not responsible for it or for any carpets, ceilings, walls, drapes, furniture, driveways, lawns, siding, shrubs, cars, interior damage caused by hatch and/or skylight removal, etc. Any additional work outside of this scope, including new skylights, gutters & detached structures, will be an additional cost. Any additional work or costs will be agreed upon by both parties prior to additional work being started. Owner agrees to pay a \$250 truck roll cost for any service calls for issues unrelated to Contractor's scope of work. Homeowners with central air need to inform contractor of any freon lines that are in any nailing zones prior to the project start date. Contractor is not responsible for hitting freon lines that are in the nailing zone of the roof installation unless informed and shown to contractor prior to the project start date.

SPOKEN PROMISES CAN LEAD TO MISUNDERSTANDINGS. WE WILL GLADLY PUT ALL PROMISES IN WRITING

Roof work includes the removal of old solar panels.



# Pre-Construction Cancellation Fee Schedule

STAGE	SUNco Cost	Cumulative Cancelation Cost
Site Survey & CAD Design	\$1,000	\$1,000
Full Engineering Plan Set, Asbestos Report, Shading Report, Utility Preliminary IC Submission, Electrical 3 Line Diagram	\$2,450	\$3,450
Permit Applications to NYC, Permit Fee, Electrical Permit & Building Permit, PE Engineering Stamped Drawings for Permit Application	\$1,500 + City Fee	\$4,950 + City Fee

Any deposit taken above the cumulative cancellation cost will be refunded to the homeowner promptly. Once the roof work has been started Customer agrees to pay SUNco, in addition to the above fee schedule, \$800/square for pitched roof work and/or \$1,250/square for flat roof work performed if the Customer cancels this agreement prior to the solar being installed & fully funded.

IF SUNCO CANNOT COMPLETE YOUR INSTALL ACCORDING TO THE TERMS IN THE AGREEMENT, SUNCO WILL NOT CHARGE THE HOMEOWNER A CANCELLATION FEE.

Homeowner Signature:	x	SNOU	05 / 06 / 2023
			DATE



# EXHIBIT 1

Homeowner Signature:

# Solar Financing Overview

Homeowner agrees to	Homeowner agrees to pay SUNco a total price of:	
	Amount to be covered by financing:	\$ 91600
	Down payment by Customer:	<u>\$0</u>
components installed. Major solar components are agrees to sign and record a Notice of Completion vat substantial project completion Owner agrees to completion but Owner fails to record the Notice of	e Racking, Solar PV Modules & Inverter(s). If the lender r with the lender within five (5) days after substantial proje pay a fee of fifty dollars per day until the contractor has	Substantial project completion is defined as all major solatequires a notice of completion to be submitted, the Ownect completion. If Owner does not fully fund their solar loate been paid in full. If the project achieves substantial project appoints Contractor as Owner's Agent to sign and recorderest.
	)	

05 / 06 / 2023

DATE



# **NOTICE OF CANCELLATION**

DATE OF TRANSACTION <u>05 / 06 / 20</u>23

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO

SUNCO SOLAR AT 150 EILEEN WAY SUITE 5 SYOSSET NY 11791 NO LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY FROM CONTRACT SIGNED DATE.

I HEREBY CANCEL THIS TRANSACTION (date if desiring to cancel)	
Homeowner Signature Upon Cancellation: X	
	DATE
I acknowledge receipt of this form, & that contractor orally informed me of my right to cancel.	
Homeowner Initials Upon Contract Signing X	05 / 06 / 2023

DATE



# **NOTICE OF CANCELLATION**

# DATE OF TRANSACTION 05 / 06 / 2023

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO

SUNCO SOLAR AT 150 EILEEN WAY SUITE 5 SYOSSET NY 11791 NO LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY FROM CONTRACT SIGNED DATE.

I HEREBY CANCEL THIS TRANSACTION (date if desiring to cancel)

I HEREBY CANCEL THIS TRANSACTION	(date if desiring to cancel)	
Homeowner Signature Upon Cancellation: X		
_		DATE



Subject:

Full Address

# LETTER OF AUTHORIZATION TO OBTAIN SOLAR INSTALLATION PERMIT

I authorize **SUNco SOLAR** to act and sign on my behalf in filing and obtaining all necessary applications and permits for the construction/installation of solar panels at the above address.

I certify that I am the owner of the property for which the permit is to be issued. Also, I authorize the installer to notarize any and all documents necessary for the completion of permit processing on my behalf.

This authorization also includes any amendment(s) that may be required by Con Edison, the Department of Buildings, or any other Governing Body prior to or after the installation is completed.

Municipality - DOB			
Section – Block - Lot			
		)	
Homeowner Signature:	X	SNOU	 05 / 06 / 2023

227-15 147th Ave

DATE



# SUNco SOLAR, 150 Eileen Way Suite 5, Syosset NY 11791, (212) 390-0838, support@suncoproject.com

	Generation System Disclosure Form				
<b>Customer Information</b>	Customer Information Gislene Noel				
Distribution Utility	227-15 147th Ave Con Edison				
Overview	This document describes your SOLAR PURCHASE. Read this document and the contract carefully so that you fully understand this agreement.				
	Under this contract, you will purchase a solar generation system installed on your property. You will own your system.				
Price, Fees, and Charges	The Price of your solar generation system is \$ 91600 You are responsible for the following payment schedule 10% upfront, 50% upon scheduling install, 40% upon completion of install.				
	Homeowner is responsible for applying for and receiving the Federal & State Tax Credit along with the New York City Property Tax Abatement. Check with your CPA/Financial advisor. Your Project may be eligible for New York NYSERDA rebate. This will be paid directly to the Contractor and credited to your account.				
Installation	Your solar system will be roof mounted, The work to be performed under this contract shall be commenced within 90 days from the date of the issuance of pre-approval letter from CONED, confirming net-metering agreement and rebate calculations and permit has been received from the city. The work will be substantially completed within 14 days after delivery of equipment and commencement of installation. Commencement and completion of installation is subject to equipment availability. Contractor is responsible for initiating interconnection.				
System Size and Generation	6.12 kW System Size, Manufactures performance warranty, at least 98 % of nominal power during first year. Thereafter max. 0.54 % degradation per year. At least 93.1 % of nominal power up to 10 years. At least 85% of nominal power up to 25 years. All data within measurement tolerances. Full warranties in accordance with the warranty terms of the manufacture's sales organization of your respective country.				
Maintenance and Repairs	SUNco standard five-year transferable warranty includes all components of the generation system against breakdown or degradation in electrical output of more than 10% from the original rated electrical output. The warranty covers full cost, including labor, repair, and replacement of defective components or systems.				
<b>Roof Warranty</b>	Roof penetrations are included in our 5 year transferable warranty.				

Length of Agreement and End of Contract, Term	Length of agreement is from starting the project until end of warranty period.
Early Termination and	If project is canceled after the 3 day recission, customer will be billed for costs
<b>Selling Your Property</b>	associated with the project. Customer is responsible for anything associated with the
	sale of the property. We do not move the system between houses.
<b>Estimated Benefits</b>	Homomer will own their solar system and substantially reduce their carbon footprint.
	There are additional monetary and tax benefits the homeowner may be eligible for.
Guarantees	This contract does not guarantee savings. This contract does not guarantee
	production.
Data Sharing and Privacy	Your data may be shared with trusted partners.
Policy	
Right to Cancel Without	You have the right to terminate the contract without penalty within three business
Penalty	days after signing the contract by notifying Provider (212) 390-0838 or
	support@suncoproject.com
<b>Customer Rights</b>	If you have inquiries or complaints that the Provider is unable to resolve, you have the
	right to call the Department of Public Service Helpline at 1-800-342-3377. You may file
	a complaint on the Helpline or by following the instructions at
	http://www.dps.ny.gov/complaints.html.
Other Important Terms	Please see full install agreement.
Preparer Name	Grant Young

Signature of Authorized Company Official or Representative: Snant Young Date: 05 / 06 / 2023

Signature of Customer: Date: 05 / 06 / 2023

Customer Name: <u>Gis</u>	lene Noel
Customer Company Name (if Applicable):	
Customer Address: 227	-15 147th Ave
City, State Zip Code:	
Account Number:	
Date (include Month, Day, Year): <u>05</u>	/ 06 / 2023
Attn:	
Energy Services	
Consolidated Edison Company of NY	
4 Irving Place	
New York, NY 10003	
To Whom It May Concern:	
I Gislene Noel , authorize my contra	actor
Print Customer Name & Company Name (If Applicable)	
to act on my behalf on all mat	ters
Print Installer Name & Installer Company Name	
pertaining to the installation of the $\frac{6.12}{\text{Size in AC KW}}$ Distributed Generation proj	ect to be installed
at my property at 227-15 147th Ave Queens	
Address of Installation, City, NY Zip code NY, 11413	
111, 11413	
If you have any guestions I can be reached at ±19170058380	
If you have any questions, I can be reached at <u>+19179958380</u>	•
Sincerely,	
05 / 06 / 2023	
Signature	<del></del>
Olalara Nasi	
Gislene Noel	
Print Name	



# APPENDIX A

# NEW YORK STATE STANDARDIZED CONTRACT FOR INTERCONNECTION OF NEW DISTRIBUTED GENERATION UNITS WITH CAPACITY OF 5 MW OR LESS CONNECTED IN PARALLEL WITH UTILITY DISTRIBUTION SYSTEMS

Interconnection Customer Information:	Culty Information:
Name: Gislene Noel	Name: CONed
Address: 227-15 147th Ave	Address:
Telephone: +19179958380	Telephone:
Fax:	Fax:
Email: gislenenoel@yahoo.com	Email:
Unit Application/File No.:	Utility Account Number:

# **DEFINITIONS**

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

Interconnection Customer means the owner of the Unit.

**Interconnection Facilities** means the equipment and facilities on the Utility's system necessary to permit operation of the Unit in parallel with the Utility's system

**Premises** means the real property where the Unit is located.

**SIR** means the New York State Standardized Interconnection Requirements for new distributed generation units with a nameplate capacity of 5 MW or less connected in parallel with the Utility's distribution system



**Unit** means the distributed generation facilities approved by the Utility for operation in parallel with the Utility's system. This Agreement relates only to such Unit, but a new agreement shall not be required if the Interconnection 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 5 MW.

Utility Means

# 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 Interconnection Customer may terminate this Agreement at any time, by giving the Utility sixty
    (60) days' written notice.
  - b. Failure by the Interconnection Customer to seek final acceptance by the Utility 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 Utility may, by giving the Interconnection Customer at least sixty (60) days' prior written notice, terminate this Agreement for cause. The Interconnection Customer's non-compliance with an upgrade to the SIR, unless the Interconnection 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 Utility'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 Interconnection Customer is not eligible for Delivery Service from the Utility

# II. SCOPE OF AGREEMENT

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



**2.2** Electricity Not Covered: The Utility 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 Utility's System.

# III. INSTALLATION, OPERATION AND MAINTENANCE OF UNIT

- **3.1** Compliance with SIR: Subject to the provisions of this Agreement, the Utility shall be required to interconnect the Unit to the Utility's system, for purposes of parallel operation, if the Utility accepts the Unit as in compliance with the SIR. The Interconnection 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 Utility may, in its discretion and upon reasonable notice, perform reasonable on-site verifications during the construction of the Unit. Whenever the Utility chooses to exercise its right to perform observations herein it shall specify to the Interconnection Customer its reasons for its decision to perform the observation. For purposes of this paragraph and paragraphs 3.3 through 3.5, the term "onsite 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 Utility may perform 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 Unit will be allowed to commence parallel operation upon satisfactory completion of the verification test. The Interconnection Customer 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 Utility does not perform an onsite verification of the Unit and observe the execution of verification testing within the ten-day period, the Interconnection 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 Interconnection Customer may begin to produce energy upon satisfactory completion of the verification test. After receiving the verification test notification, the Utility will either issue to the Interconnection Customer a formal letter of acceptance for interconnection, or may request that the applicant and utility set a date and time to perform an on-site verification of the Unit and make reasonable inquiries of the Interconnection Customer, but only for purposes of determining whether the verification tests were properly performed. The Interconnection 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 Utility may perform on-site verification of the operations of the Unit after it commences operations if the Utility 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 Utility's Retail Electric Tariff relating to the verification of Interconnection Customer installations generally.
- **3.6** Costs of Interconnection Facilities: During the term of this Agreement, the Utility shall design, construct and install the Interconnection Facilities. The Interconnection Customer shall be responsible for paying the incremental capital cost of such Interconnection Facilities attributable to the Interconnection 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 Utility.

# IV. DISCONNECTION OF THE UNIT

**4.1 Emergency Disconnection:** The Utility may disconnect the Unit, without prior notice to the Interconnection Customer (a) to eliminate conditions that constitute a potential hazard to Utility personnel or the general public; (b) if pre-emergency or emergency conditions exist on the Utility



system; (c) if a hazardous condition relating to the Unit is observed by a Utility inspection; or (d) if the Interconnection Customer has tampered with any protective device. The Utility shall notify the Interconnection Customer of the emergency if circumstances permit.

- **Non-Emergency Disconnection:** The Utility 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 Interconnection Customer has failed to make available records of verification tests and maintenance of his protective devices; (b) the Unit system interferes with Utility equipment or equipment belonging to other customers of the Utility; (c) the Unit adversely affects the quality of service of adjoining customers.
- **4.3 Disconnection by Interconnection Customer:** The Interconnection Customer may disconnect the Unit at any time.
- 4.4 Utility Obligation to Cure Adverse Effect: If, after the Interconnection Customer meets all interconnection requirements, the operations of the Utility are adversely affecting the performance of the Unit or the Customer's premises, the Utility shall immediately take appropriate action to eliminate the adverse effect. If the Utility determines that it needs to upgrade or reconfigure its system, the Interconnection Customer will not be responsible for the cost of new or additional equipment beyond the point of common coupling between the Interconnection Customer and the Utility.

# V. ACCESS

- **5.1** Access to Premises: The Utility 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 Utility shall have access to the Premises.
- **5.2 Utility and Interconnection Customer Representatives:** The Utility shall designate, and shall provide to the Interconnection Customer, the name and telephone number of a representative or representatives who can be reached at all times to allow the Interconnection Customer to report an emergency and obtain the assistance of the Utility. For the purpose of allowing access to the premises, the Interconnection Customer shall provide the Utility with the name and telephone number of a person who is responsible for providing access to the Premises.
- 5.3 Utility Right to Access Utility-Owned Facilities and Equipment: If necessary for the purposes of this Agreement, the Interconnection Customer shall allow the Utility access to the Utility's equipment and facilities located on the Premises. To the extent that the Interconnection Customer does not own all or any part of the property on which the Utility is required to locate its equipment or facilities to serve the Interconnection Customer under this Agreement, the Interconnection Customer shall secure and provide in favor of the Utility 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 Interconnection Customer shall either place such disputed amounts into an independent escrow account pending final resolution of the dispute in question, or provide to the Utility an appropriate irrevocable standby letter of credit in lieu thereof.

# VII. INSURANCE

- **7.1** The Interconnection Customer is not required to provide general liability insurance coverage as part of this Agreement, the SIR, or any other Utility requirement. Due to the risk of incurring damages however, the Public Service Commission recommends that every distributed generation Interconnection Customer protect itself with insurance.
- **7.2 Effect:** The inability of the Utility to require the Interconnection Customer to provide general liability insurance coverage for operation of the Unit is not a waiver of any rights the Utility may have to pursue remedies at law against the Interconnection 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 Utility 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 Interconnection Customer may assign this Agreement to a corporation or other entity with limited liability, provided that the Interconnection Customer obtains the consent of the Utility. Such consent will not be withheld unless the Utility can demonstrate that the corporate entity is not reasonably capable of performing the obligations of the assigning Interconnection Customer under this Agreement.
- **8.9** Assignment to Individuals: At any time during the term, the Interconnection 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:** Interconnection 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 Utility 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 Interconnection Customer or leased by the Interconnection Customer from third parties, including without limitation the Unit and any structures, equipment, wires, appliances or devices appurtenant thereto.

# **ACCEPTED AND AGREED:**

Interconnection Customer Gislene No			1
Signature:		$\subseteq N$	) y c
Printed Name:		Gislene Noel	
Title:	Homeowner		
Date:	05 / 06 /	2023	
<b>Utility Signature:</b>			
Printed Name:			
Title:			
Date:			