

## PSEG LONG ISLAND

Solar Liberty is selling the power from this system to PSEG LI through the Long Island Feed-In-Tariff program for a 34,272 310-Watt panel installation.

According to Newsday (Released 5/13/14) – *“The cemetery will host 10 megawatts of capacity that will be spread over 34,000 photovoltaic panels, making it the second-largest array in New York State after the 32-megawatt project at Brookhaven National Lab... The Annex is one of 69 projects recently awarded by PSEG under a program to encourage commercial solar development on Long Island. The utility guarantees purchase of 100 megawatts Island wide at a fixed price for 20 years, said Michael Voltz, director of energy efficiency and renewables for PSEG.”*

### PSEG Long Island Solar 2018



Babylon, NY



10,600 kW



Offsets 11,329 tons of CO<sub>2</sub> per year

Contact: John Westphal, P.E., P.M.P.  
Director of Engineering and Operations Support  
PSEG Solar Source LLC  
Ph: 973-430-7566  
Email: [John.Westphal@pseg.com](mailto:John.Westphal@pseg.com)



PSEG Long Island

**SOLARLIBERTY®**  
THE FUTURE OF ENERGY INDEPENDENCE

## SUNY ALBANY

SUNY Albany is receiving PPA financing for this ballasted roof mounted system. The solar array features 4,815 390 and 395-Watt panels, which will supply about 60% of the estimated electricity used by the new Emerging Technology and Entrepreneurship Complex (ETEC) building on campus.

According to [www.timesunion.com](http://www.timesunion.com) (Released 4/12/21)-

*“This unique Podium rooftop project will showcase a creative solar solution that will make a state-of-the-art building even more sustainable while addressing climate change and moving our state closer to achieving its ambitious clean energy goals,” said NYPA President and CEO Gil C. Quiniones. The new systems will provide for the electricity needs of the \$180 million ETEC building expected to open this summer.”*

### SUNY Albany Solar 2021



Albany, NY



1,883.17 kW



Offsets 1,840 tons of CO<sub>2</sub> per year

Contact: Indu Lnu, Energy Manager  
SUNY Albany  
Ph.: 518-442-3183  
E-mail: [ilnu@albany.edu](mailto:ilnu@albany.edu)



## Office & Staff

Solar Liberty currently has 86 full- and part-time employees that are all dedicated to growing solar power across New York State and its surrounding areas. Below is the contact information for all Solar Liberty employees:

Headquarters:

6500 Sheridan Dr., Suite 120  
Buffalo, NY 14221  
P: (716) 634-3780  
F: (716) 634-3756

Fed Tax ID: 20-0242309  
NYSERDA Installer ID: 4116  
Ownership Structure: S-Corporation  
Web: [www.solarliberty.com](http://www.solarliberty.com)  
DUNS Number: 184748098

Solar Liberty staff routinely carries out the following services:

- **Financing - Adam Rizzo (President)**
  - Solar Liberty internally funds and has multiple established relationships with a variety of financial entities that fund PPAs, leases and the procurement of solar electric systems. We work as a conduit between our customer and financial partner to ensure successful funding of projects at the agreed to cost.
- **Engineering – Nathan Rizzo (Vice President/NABCEP Certified) and Lance Lombardo (Lead Electrical Engineer/NABCEP Certified)**
  - Our in-house engineering staff completes all mechanical and electrical related designs.
- **Project Management- Carter Powell (Senior Project Manager)**
  - Organize on-going meetings with all stakeholders to ensure an adherence to agreed to milestones and timelines.
  - Responsible for securing all permits, environmental assessments and approvals from involved AHJ agencies and the utility.
  - All third-party inspections (ex: Professional Engineering services).
- **Procurement/ Warehousing- Brian Leiser (Warehouse Manager)**
  - Solar Liberty will procure and warehouse all the materials required for the solar arrays we install. This includes, but is not limited to, solar panels, inverters, racking/ mounting systems, wiring, grounding mechanisms, and all other Balance of System components.
  - We have a 65,000 sq. ft. warehouse located in Buffalo, NY.
- **Construction- Aaron Caccamise (Construction Manager)**
  - Solar Liberty has 5 solar installation and electrical teams to deploy.
  - We will partner with various companies as dictated by the project scope and application. For example, a common partner to Solar Liberty is Allegro Power, a leader in solar installations.
  - We arrange all of the construction equipment necessary for the site.
- **Safety – Joe Vigneron (Safety Officer)**
  - Solar Liberty's Safety Officer is a certified OSHA 500 instructor who requires that all Solar Liberty field staff is OSHA 30 certified and provides ongoing safety training at our weekly safety meetings.



- Operations and Maintenance - Frank Colosimo (Service Coordinator)
  - As New York based company with teams deployed throughout the state, Solar Liberty is a local service provider to anywhere in the State.
  - Our dedicated team is involved with the ongoing operational and maintenance support of over 4,000 solar installations in New York State. Our Operations and Maintenance team consists of mechanical engineers, electrical engineers, system performance monitoring technicians, electricians, installers, and customer support staff.

# Solar Liberty Municipal Installations

Town of Hanover  
 Randolph Fire Co.  
 Town of Tonawanda.  
 Town of Tonawanda.  
 Town of Tonawanda  
 Town of Tonawanda  
 Village of Dobb's Ferry  
 Village of Dobb's Ferry  
 Town of Clarence  
 Town of Tonawanda  
 City of Syracuse  
 Town of West Seneca  
 Town of West Seneca  
 Town of West Seneca  
 Town of Newfane  
 Terry's Corners Fire  
 Company  
 Oswego County  
 Town of Evans  
 Town of Evans  
 Town of Evans  
 Town of Evans  
 Oswego County  
 Oswego County  
 Town of Evans  
 Town of Evans  
 Village of Hobart  
 Madison County Landfill  
 Farmersville Fire District  
 Sheridan Park Fire  
 Department  
 Village of Briarcliff Manor  
 Village of Pleasantville  
 Village of Millerton

Town of Lyndon  
 Town of Clifton Park  
 City of Rome  
 Town of East Bloomfield  
 Town of Amherst  
 City of Rome  
 Town of Williamson  
 City of Oswego  
 Town of Vestal  
 City of Rome  
 Town of Arkwright  
 City of Oswego  
 Town of Ashford  
 Town of Sherman  
 Village of Sherman  
 Village of East Aurora  
 Town of Sherman  
 Town of Orchard Park  
 Town of Orchard Park  
 Town of Clarence  
 Westcott Reservoir  
 Town of Orchard Park  
 Town of Vernon  
 Wyoming Correctional Facility at  
 NYS DOC Attica  
 Town of Brant  
 Village of Victor  
 Oswego County  
 Town of Alden  
 NFTA Frontier Garage  
 Westchester County  
 Westchester County  
 NYPA-Niagara Falls DPW  
 Central Garage  
 Town of Steuben

Tompkins County  
 Tompkins County  
 Tompkins County  
 Tompkins County  
 Tompkins County  
 Tompkins County  
 Tompkins County  
 Kenilworth Fire District  
 City of Rome  
 Village of Briarcliff Manor  
 CDTA  
 Cooperative Extension of  
 Tompkins County  
 Town of Ulysses  
 Town of Ulysses  
 Town of Dryden  
 Town of Dryden  
 Conewango Fire  
 Department  
 Oswego County  
 Village of Ardsley



### **Photovoltaic Generating System Purchase and Sale Contract**

This Installation Agreement (the “**Agreement**”), dated as of 2/12/2025 (the “**Effective Date**”) is by and between the parties listed below (each a “**Party**” and collectively the “**Parties**”).

<b>Customer:</b>		<b>Contractor:</b>	
Name and Address	Town of New Lisbon Charlene Wells 908 Country Highway 16 Garratsville NY, 13342	Name and Address	<b>Solar Liberty Energy Systems, Inc.</b> 6500 Sheridan Drive, Suite 120 Buffalo, NY 14221 Attention: Legal Department
Phone	Phone	Phone	(716) 634-3780
E-mail	Email	Fax	(716) 634-3756
		E-mail	Nathan.rizzo@solarliberty.com
<b>Index of Exhibits</b>			
<b>Exhibit</b>		<b>Title</b>	
<b>A</b>		Site Plan	
<b>B</b>		NYSERDA Sun Incentive Program Addendum to Agreement	
<b>C</b>		Generation System Disclosure Form	
<b>D</b>		Panel Warranty	
<b>E</b>		Inverter Warranty	

### **PREAMBLE**

**WHEREAS** Customer is the owner of the real property identified in Section 1 below as the Installation Location or Site (as defined below); and

**WHEREAS** Seller desires to construct and sell and Customer desires to purchase a solar powered electric generation system described in this Agreement and shown in Exhibit A: Site Plan (the “System”) to produce electricity and possibly net metering credits; and

**NOW, THEREFORE**, in consideration of foregoing premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions.

### **TERMS AND CONDITIONS**

#### **1. Installation Location:**

Solar Liberty shall sell and install, and Customer agrees to purchase **System**, as further described below), at the following installation location: 908 Country Highway 16, Garratsville NY, 13342 (“Site”). Title to the System shall pass to Customer upon first activation of the System following successful inspection and interconnection approval (for grid-intertied systems).

**2. Expected Date of Installation:**

The System is expected to be installed by the later of 90 days after NYSERDA's financing approval. Nonetheless, while Solar Liberty intends to make every effort to meet this date, the Expected date of Installation is not a guaranteed installation date. Delays may arise due to several factors beyond the control of Solar Liberty including, customer delays in completing or returning paperwork, required repairs to rooftop, weather conditions, permitting delays, delays by the interconnection authority, wetland approval, historical landmark status, etc.

**3. System Cost Breakdown:**

<b>Description</b>	<b>Line Total</b>
Photovoltaic Modules	13,573.13
Inverter	2,714.63
Labor Cost	4,071.94
Permit Cost	814.39
Inspection Cost	542.93
Balance of System	5,429.25
<b>Total System Cost or Contract Price</b> (Before NYSERDA Incentive)	<b>27,146.27</b>

**4. DC Wattage for the System:**

Number of PV Panels	(x) Standard Rating (DC Watts)	Total (Nominal) DC Watts
12	460 W	5,520 W

**5. NYSERDA Incentive:**

<b>NYSERDA Incentive Rate</b>	<b>(x) Total System DC Watts</b>	<b>Total NYSERDA Incentive</b>
0.25	5,520 W	\$1,380

**6. System Cost After NYSERDA Incentive:**

<b>Total System Cost</b>	<b>(-) NYSERDA Incentive</b>	<b>Total Net System Cost</b>
\$27,146.27	\$1,380	\$25,766.27

**7. Proposed System:**

<b>System Type</b>	<b>Net Metering</b>	<b>Battery</b>	<b>Mounting Type</b>
Grid Tied	Yes	No	Roof

**8. Major Equipment Proposed:**

Solar Liberty and Customer agree to use the following equipment in the System:

<b>Brand of PV Modules</b>	REC	<b>Model of PV Modules</b>	REC460AA Pure-RX
<b>Brand of Inverter</b>	Enphase	<b>Model of Inverter</b>	IQ8X-M-80-US
<b>Brand of Mounting Equipment</b>	Solar Liberty	<b>Model of Mounting Equipment</b>	Solar Liberty

**9. Equipment Location:**

Customer understands and agrees to the appearances, locations and mountings as described in the table below:

<b>Location of Inverter and PV System Meter</b>	As Shown on Site Plan (“ <b>Site Plan</b> ”) attached as Appendix A.
<b>Location of DC Disconnect</b>	Exact Location TBD
<b>Location of Utility Lockable AC Disconnect</b>	Exact Location TBD

**10. Add-On Features:**

The following features were offered to Customer—(1) Squirrel Guard; (2) Snow Guard; (3) Sense Monitoring - Whole Home Consumption Monitoring; (4) EV Charging Station - Wall Mounted; (5) Battery Backup; and (6) Painted Conduit. Customer represents and warrants that



they have reviewed Section 8 of this Agreement and confirm that all of the above features that they wanted are listed under Add-On Features/Additional Equipment.

**11. Estimated Annual Output:**

Customer understands that the System output is dependent upon climatic conditions which are naturally variable, and therefore the actual output of the System over any consecutive twelve (12) month period may be higher or lower than the Estimated Annual Output stated below:

<b>Estimated Annual Output in kWh</b>	6,579.84 kWh
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**12. Payment for System:**

In consideration for Solar Liberty's installation of the System, Customer agrees to pay to Solar Liberty the Total System Cost ("Contract Price") as further described in **Section 6** and shall receive a full credit for all NYSEDA incentives collected. Payment in full shall be due and payable at the time that System is fully constructed by Solar Liberty. While Solar Liberty may assist with Customer obtaining financing, securing financing shall be Customer's sole responsibility and failure to secure financing shall not be an excuse for delay of payment. If the total Contract Price is not paid in full upon completion of the installation, Solar Liberty reserves the right to lock the System in a turned off, non-functioning position until full payment is received. Furthermore, failure to pay the agreed upon amount in a timely manner may result in the account being referred to collections or other legal action. In such cases, Solar Liberty shall be entitled to pre-judgment and post-judgment interest of 0.75% per month, court costs and attorney fees incurred in collection and enforcement of Solar Liberty's right to payment under this Agreement.

**13. Cash Price Quoted:**

The Contract Price is quoted as a cash price that is payable when due. Customer is responsible for arranging financing at Customer's expense so that payment can be made in a timely manner. If Customer uses a financing option, including payment by Credit Card, and the financing option requires Contractor to pay a finance charge to complete the transaction, Customer agrees to pay all such surcharges and excises assessed by its credit card company or finance company.

**14. Price and Change Orders:** The System shall be installed for the Contract Price subject to specification changes, process modifications and price changes ("Change Order(s)") resulting from (1) technical assumptions such as the location of the electrical panel and the point of interconnection that are different from actual circumstances; (2) soil or bedrock conditions that result in refusal of the helical piles to reach a depth of six feet or our trenches to reach a depth

of 18 inches; (3) aged or poor conditioned roof shingles; (4) aged or poor conditioned electrical system; (5) material changes in the price of equipment or supplies; or (6) any problematic technical conditions not known to Solar Liberty at the signing of the contract.

**15. Standard of Work:**

All work shall be completed in compliance with all building codes and other applicable laws, including the New York State Building Code and the National Electrical Code. All components will be UL, or CSA, or ETL or similarly listed as required by NEC. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform the work.

**16. Turnkey System and Additional Costs:**

Customer has relied upon Solar Liberty to include any and all costs associated with the complete design, procurement, and installation of the System to be included in the Contract Price. If additional costs are required by Solar Liberty, Solar Liberty shall submit a written request to Customer explaining the reason for such additional costs and the additional amounts that are being sought. Solar Liberty and Customer shall make reasonable efforts to agree on a change order and revised Contract Price. If the parties are unable to come to an agreement within thirty (30) days of written notice, Solar Liberty shall be entitled to a change order for cost of the change plus 15% markup.

**17. Permitting:**

Solar Liberty shall obtain a building permit, if required, and electrical inspections necessary for the work to be performed. Solar Liberty shall pay the out-of-pocket fee for the building permit up to a maximum of 814.3877. Customer shall be responsible for any of the building permit fee above this maximum amount. Additionally, Customer is responsible for any costs associated with bringing its existing premises, electrical system or building up to code to pass building and electrical inspections.

**18. New Equipment:**

Solar Liberty agrees that any equipment used for the System shall be new equipment. Except for any other obligations that are explicitly and specifically set forth herein, Solar Liberty is only responsible for the installation of a fully operational System for Customer.

**19. NYSERDA Eligibility:**

Solar Liberty is eligible to receive the NYSERDA incentive rebate as shown above pursuant to NYSERDA NY-Sun Residential/Small Commercial (<200 kW) Incentive Program (“NYSERDA NY-Sun Incentive Program”). This NYSERDA incentive rebate will be completely passed on to Customer, thus reducing the Total System Cost as shown above. If for any reason, the NYSERDA incentive rebate is not approved, Customer or Solar Liberty may terminate this Agreement before the start of the installation and any payments made by Customer to Solar Liberty will be refunded less out of pocket expenses incurred to date. Due to funding by NYSERDA, the provisions of the NY SUN Incentive Program Addendum to Agreement attached hereto as Exhibit B must be fully executed by the Parties and the terms are incorporated herein by reference to the extent required by law.

**20. Monitoring:**

Functioning monitoring software and equipment is included with the installation so the Customer can monitor the performance of Customer’s System, and Solar Liberty can troubleshoot problems remotely when Customer’s requests. However, for System monitoring to function, the monitoring equipment must be always connected to a working internet account provided by Customer. If internet access is not available at the time of installation of the System, Solar Liberty can set up System monitoring at a later date at Customer’s expense. Moreover, lack of System monitoring may interfere with the processing of your manufacturer’s warranty claims for defective equipment and could even result in manufacturer refusing to replace defective equipment. Sometimes Solar Liberty can use System monitoring to remotely diagnose problems with your System. Without access to System monitoring, Solar Liberty can’t service your System remotely resulting in additional in-person service calls at the Customer’s expense.

**21. System Warranty:**

Solar Liberty shall offer a full and transferable warranty to the purchaser of the PV System installed under this Customer Purchase Agreement for a period of five (5) years after Solar Liberty has completed the installation and NYSERDA’s final approval has been provided according to the terms set forth in this section. This warranty covers all components of the System against breakdown or degradation in electrical output of more than ten percent from their original rated electrical output. This warranty covers the full cost, including labor and repair or replacement of defective components or equipment. Nothing in this Warranty limits the coverage of Customer under any warranty of a component of the system including Exhibit D: Panel Warranty, Exhibit E: Inverter Warranty or Exhibit F: Battery Warranty, if applicable. Nonetheless, the service of warranty claims after the warranty period of this Section is the sole responsibility of Customer unless such Customer has purchased a Service Plan. Assignment of any rights or obligation under this Agreement shall not serve to invalidate or limit this Warranty.

**22. Battery Warranty.**

If a battery back-up is installed under this Agreement, Solar Liberty shall offer a full warranty to the purchaser for the battery system for a period of one (1) year after installation. This warranty covers the battery system against breakdown and covers the full costs, including labor and repair or replacement of the battery. After the battery warranty period of one-year expires, Customer's Warranty for the Battery shall be solely determined by Exhibit F: Battery Warranty. In no event, shall this agreement be construed to warrant that the batteries shall supply power for a specific load for a particular length of time. If the manufacturer warranty in Exhibit F: Battery Warranty specifies that the battery shall last for a specific period-of-time, for a specific load, then the manufacturer of the battery and not Solar Liberty shall be responsible to cover the same.

**23. No Representations or Further Obligation.**

**EXCEPT AS OTHERWISE AGREED IN WRITING BETWEEN THE PARTIES OR EXPLICITLY STATED HEREIN, SOLAR LIBERTY DOES NOT MAKE, NOR SHALL IT BE DEEMED TO HAVE MADE, ANY PROMISES, REPRESENTATIONS, WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT INCLUDING THE PARTS, EQUIPMENT, SYSTEM OR SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.**

**24. Customer Maintenance and Record Keeping:**

Customer shall maintain system in proper operating condition. Customer shall report any malfunction as soon as it is noticed to Solar Liberty. Customer must read the PV system production meter every six (6) months for the first three (3) years of system operation and report total energy produced to Solar Liberty. Solar Liberty will then submit such data to NYSERDA. Notwithstanding the foregoing, the Parties may agree that Solar Liberty is responsible for taking such readings or measurements. In which case, upon reasonable request and notification by Solar Liberty, Customer will make the System available for inspection and meter reading by Solar Liberty during the five (5)-year warranty period.

**25. Structural Analysis, Roof Inspection and Cancellation:**

If this is a rooftop system, Customer represents and warrants that System may remain on the roof for a period longer than the effective life of the roof. Accordingly, Solar Liberty at its sole, reasonable discretion, may require Customer to repair or replace the roof if the age or condition of the roof reasonably merits such upgrade before we install your System. Furthermore, the solar system adds additional weight to the rooftop supporting structure that some roof structures are not in condition to support. Accordingly, Solar Liberty reserves the right to engage a professional engineer to perform a structural analysis of your rooftop.

Customer agrees to provide adequate access to Customer's attic and roof to enable the structural analysis during normal business hours. Solar Liberty may require, reinforcement of the roof prior to installation of the System, at Customer's sole expense. If Customer is required to repair, replace, or reinforce Customer's roof in Solar Liberty's sole discretion, Solar Liberty or Customer may terminate the Agreement at no further cost or obligation to Customer. If Customer cancels this Agreement for any reason other than as explicitly permitted in this Agreement, Customer shall pay Solar Liberty fifteen percent of the gross system cost as cancellation fee.

**26. Smoke & Carbon Monoxide Detectors.**

Customer, at its own expense, shall have or shall install smoke detectors and carbon monoxide detectors that are compliant with the general, building and/or fire codes of the permitting authority.

**27. Subcontractors:**

Solar Liberty may at its discretion engage subcontractors to perform work hereunder, and Solar Liberty will fully pay such subcontractors and in all instances remain responsible for the proper completion of the Contract.

**28. Excavation:**

If this is a ground mount system or excavation is otherwise required, Customer agrees that the above pricing assumes that Solar Liberty will not encounter excessive rock or any bedrock during the excavation. Customer will further agree that if such rock is encountered, the additional costs of labor, material, and rental equipment to remove or work around it will be an extra charge, above the Total Contract Price, and will be the responsibility of Customer as noted in Exhibit G: Soil Condition Addendum.

**29. Interconnection Requirements:**

Solar Liberty will install and initiate operation of the System in compliance with all applicable distributed generation laws and rulings in effect at the time of the installation but will have no liability for future possible changes to such laws or rulings or their effect on the operation of the system. Customer will be required to enter into a metering agreement with the local electrical utility and Solar Liberty will assist Customer in doing so.

**30. Debris Removal, Landscaping and Grading.**

After completion of the installation of the System, Solar Liberty will remove all debris accumulated by the installation. Customer acknowledges that despite all efforts to the contrary by Solar Liberty, due to the nature of the work, some damage to lawn or garden may occur. Solar Liberty agrees to restore the land to rough grade condition. To the extent that it can be



done without causing delay to work, Solar Liberty will make a reasonable effort to permit Customer the opportunity to remove any plants from their working area; nevertheless, Solar Liberty shall not be responsible for any damage to the lawn, garden plants or landscaping.

**31. Harmful Conditions on Site:**

Customer hereby agrees to hold Solar Liberty harmless for any dangerous condition on Customer's property or harmful or dangerous behavior of any person's other than Solar Liberty's employees or agents which may occur during the installation of the System. Customer acknowledges that safety of Solar Liberty's employees and agents is of utmost importance to Solar Liberty. Accordingly, Solar Liberty reserves the right, according to its sole discretion, to interrupt work due to any dangerous or harmful condition or behavior.

**32. Governing Law:**

This Contract is governed by the laws of the State of New York and any disputes arising under this Contract shall be brought in the state courts of Erie County, New York. If any action or proceeding is brought by Solar Liberty in connection with the Contract, it shall be entitled to recover its costs and reasonable attorney fees.

**33. Entire Agreement and Amendments:**

This agreement, along with NYSERDA's Addendum to Customer Purchase Agreement, is the entire agreement between the parties and supersedes all other oral and written communications and representations. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the Parties and their respective successors and assigns as permitted by and in accordance with the terms hereof. Solar Liberty may assign this Agreement without notice to or the consent of Customer. This agreement may be amended only by an agreement in writing and signed by both parties or otherwise acknowledge by both parties through an email communication.

**34. Publicity:**

By executing this Contract, Customer hereby gives Solar Liberty permission to take images (including motion picture or still photographs) of the System at the Installation Location for any purposes in connection with promoting Solar Liberty, which may include advertising, promotion, and marketing.

**35. Force Majeure:**

Solar Liberty shall not be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of any act or event that prevents Solar Liberty from performing its obligations in accordance with this Agreement and is not the result of the fault or negligence of

Solar Liberty ("Force Majeure Event") including but not limited to storms, hurricanes, floods, lightning earthquakes, explosions or fires, acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, rebellion, delays in shipment of equipment, and strikes or labor disputes; provided that Solar Liberty shall promptly (i) exercise all reasonable efforts to minimize delay caused by such Force practicable after the Force Majeure Event.

**36. Change In Law or Regulatory Change:**

If there is any Change in Law after the Effective Date, then either (1) the Parties may negotiate in good faith, modifications to this Agreement in response to a Change in Law or (2) Solar Liberty may unilaterally cancel this Agreement with no obligation. "**Change in Law**" means (i) the change after the Effective Date of any applicable law, regulation, or written policy; (ii) change in conditions on the issuance of any applicable permit, incentive, grant, or approval for interconnection after the Effective Date; or (iii) a change in any utility rate schedule, tariff, amount of assumed incentive for the Project or change or deviation from established deadlines that impact Solar Liberty's development timelines.

**37. NYSERDA Disclaimer:**

The Customer understands that neither NYSERDA nor the State of New York: (1) endorses any contractor; or (2) guarantee, warranty, or in any way represent or assume liability for any work proposed or carried out by a contractor or installer. 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.

**38. Consumer Credit Protection:**

In some consumer credit transactions, the United States Federal Trade Commission requires a three (3) day cooling off period for credit transactions. If Customer is a consumer as defined by the FTC, Customer may be permitted to cancel this Agreement prior to midnight on the third business day after the date of this transaction." For more information, please go to the FTC Website at <https://www.consumer.ftc.gov/articles/0176-buyers-remorse-when-ftcs-cooling-rule-may-help>. Any timely and written or recordable form of cancellation that includes your name, address and clearly states an intent to cancel, shall be an acceptable form of cancelation to Solar Liberty.

*{remainder of page left blank}*

**Customer: Town of New Lisbon  
Charlene Wells**

**Contractor: Solar Liberty Energy Systems,  
Inc.**

Signature: \_\_\_\_\_  
Name: Charlene Wells  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Nathan T. Rizzo  
Title: Vice President  
Date: \_\_\_\_\_

**EXHIBIT A: SITE PLAN**

See Attached





- NOTES: 1. EQUIPMENT LOCATION TO BE FIELD VERIFIED  
2. SITE COMPLIANCE WITH APPROPRIATE STATE AND LOCAL CODES TO BE VERIFIED BY AUTHORITY HAVING JURISDICTION



1 SITE PLAN & EQUIPMENT LAYOUT  
Scale: 1"=20'

PV SYSTEM SUMMARY	
TOTAL STC DC SYSTEM SIZE	5.52 kW
SOLAR MODULE MODEL	REC460AA PURE-RX
SOLAR MODULE STC DC RATING	460
SOLAR MODULE INFO	96.9" x 44.6" x 1.38", 78 lbs
SOLAR MODULE COUNT	12
RACKING SYSTEM	PITCHED ROOF RACKING (RIBBED ROOF)
PITCH OF ARRAY	3-12
STRING SIZE	[5M x 1S], [4M x 1S]
INVERTER MODEL	100X MICROINVERTERS
ARRAY AZIMUTH	246°
EAVE HEIGHT	10'
INTERCONNECTION VOLTAGE	240V/1Φ

SOLAR MODULE

INVERTER

AC COMBINER BOX

UTILITY METER

MAIN BREAKER PANEL

AC DISCONNECT

ELECTRICAL TRENCH

VENTING AND PATHWAYS

**LEGEND**

2 PV SYSTEM OVERVIEW  
Scale: N.T.S.



3 AERIAL VIEW  
Scale: N.T.S.

**General Notes**

THE INSTALLATION OF PV ACCORDANCE WITH THE MOST RECENT NATIONAL ELECTRIC AND BUILDING CODES AND STANDARDS, AS AMENDED BY JURISDICTION

ELECTRICAL STAMP AREA

THIS INFORMATION IS CONFIDENTIAL AND NOT BE LOANED, REPRODUCED, COPIED, OR OTHERWISE DISSEMINATED WITHOUT THE WRITTEN APPROVAL OF SOLAR LIBERTY.

No.	Revision/Issue	Date
1	Revised Site Plan	11/04/24
0	Original Site Plan	10/30/24

**SOLAR LIBERTY**  
THE POWER OF SUSTAINABLE INDEPENDENCE

6500 Sheridan Drive  
Suite 120  
Buffalo, NY 14221  
866-80-RENEW

**NABCEP  
CERTIFIED**  
PV Installation  
Professional

**Project Name and Address**

Town of New Lisbon  
908 Country Highway 16  
Garrettsville, NY  
13342

Drawn By	Created By
BAC	EV
Date	Date
10/30/2024	10/30/2024
Drawn	Sheet
AS NOTED	PV-S1

## EXHIBIT B: NYSERDA ADDENDUM

### ADDENDUM TO CUSTOMER AGREEMENT NY-Sun Incentive Program



*Please check appropriate box below.*

\_\_\_\_ This Agreement is related to a PV project receiving incentive funding under the NY-Sun Residential & Nonresidential Incentive Program

\_\_\_\_ This Agreement is related to a PV project receiving incentive funding under the NY-Sun Commercial & Industrial Incentive Program

**All Participating Contractors must incorporate this Addendum into the agreement between the Contractor and Customer (Agreement) for each PV project receiving incentives.**

The following terms will apply to all NY-Sun supported PV projects under the Residential & Nonresidential Program or Commercial & Industrial Program:

**Attorney Consultation:** The Agreement to which this Addendum is attached and made part 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 in any other contractual instrument between the Contractor and Customer and the terms of this Addendum, the terms of this Addendum shall control.

**Assumption of Responsibilities:** Should the Contractor or owner of the PV System, including any associated energy storage system installed under the NY-Sun Program, sell or transfer ownership of the PV System, including, if applicable, the associated energy storage system, during the term of the Agreement, the Contractor/owner agrees that it will alert Customer in advance of such transfer or sale, and that, during the duration of the term of the Agreement, either: (1) the Contractor will remain responsible to the Customer for all obligations and responsibilities stated herein, or (2) under the agreement of sale the buyer will assume all responsibilities to Customer stated herein, if applicable.

**Incentives:** Incentives are only available for the installation of new grid-connected PV Systems and energy storage systems that have not been installed (partially or completely) prior to the Project Application achieving a status of "Approved," as determined by NYSEDA. Incentives are reserved at the incentive level designated in the MW block in effect at the time of application submission. Incentives will not be provided directly to Customers but are paid to the Contractor, who must apply the entire approved amount to the Customer's cost via a corresponding reduction in Customer's Total System Cost or total payments. The Contractor is required to disclose the full amount of the NYSEDA incentive to the end-use customer. The Contractor is not permitted to collect the value of the incentive upfront and reimburse the customer upon completion of the project, or upon receipt of the NYSEDA incentive. Nonresidential projects may request a payment be made to another entity at time of application submission only. The Project Invoice will be submitted by the Contractor or Builder once the system has been installed and interconnected.

**Customer Agreement:** If the Agreement includes an energy storage system, such Agreement must contain a provision whereby Contractor describes how the Storage System will perform in the event of a power outage and how the Storage System will provide backup power. At a minimum, the Agreement shall include a statement that the Storage System will not power the customer's entire home in the event of a power outage and shall describe: (1) the percentage of charge the Storage System will draw from a paired PV System; (2) how many electrical circuits or appliances the Storage System can provide backup



## EXHIBIT B: NYSERDA ADDENDUM

### ADDENDUM TO CUSTOMER AGREEMENT NY-Sun Incentive Program



power for and at what amperages; (3) any reserve levels Contractor will establish for the Storage System; and (4) whether and how the Contractor may or will administer and operate the Storage System to optimize the customer's home energy production and consumption and/or for demand response or other utility-based programs.

**Inspection/Reporting/Commissioning:** For quality control purposes, all parties including the Customers must provide NYSERDA or its representative with reasonable access to the PV System, including any associated energy storage system installed under the NY-Sun Program, in order to conduct site inspections or remote monitoring services. Final incentive payment may be contingent on NYSERDA inspection of the installed PV System and/or energy storage system.

**Publicity and Site Events:** Customers and Contractors 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 and if applicable, the energy storage system. NYSERDA is authorized to use PV System and energy storage system photographs in brochures, on its website, and in other print materials.

**Tax Incentives:** Customers are encouraged to consult the Internal Revenue Service (See [www.irs.gov](http://www.irs.gov)), the NYS Department of Taxation and Finance (See [www.tax.ny.gov](http://www.tax.ny.gov)) and with an accountant/tax adviser for details on eligibility for the credit provided in the law, regardless of whether the Builder/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 may consult with their local utility regarding eligibility for net metering and applicable monthly Customer Benefit Contribution Charge for on-site renewable energy projects installed after January 1, 2022.

**Consumer Information:** New York consumers and customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information: [www.ag.ny.gov](http://www.ag.ny.gov)

The NYS Consumer Protection Board offers additional information with the following publications: [www.dos.ny.gov/consumerprotection/publications.html](http://www.dos.ny.gov/consumerprotection/publications.html)

Customer authorizes NYSERDA to add Customer to the mailing lists and to share Customer's information with New York State government and other entities doing business on NYSERDA's behalf. Customer reserves the right to unsubscribe at any time.

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

**Disclaimer:** The Customer understands that neither NYSERDA nor the State of New York: (1) endorse any Contractor; or (2) guarantee, warranty, or in any way represent or assume liability for any work proposed or carried out by a Contractor or Installer. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any solar electric generation system, including if applicable, any energy storage system, is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does