



Photovoltaic Generating System Purchase and Sale Contract

This Installation Agreement (the “**Agreement**”), dated as of October 15, 2020 (the “**Effective Date**”) is by and between the parties listed below (each a “**Party**” and collectively the “**Parties**”).

Customer:		Contractor:	
Name and Address	Town of Pittsford 170 W. Jefferson Rd. Pittsford, NY 14534	Name and Address	Solar Liberty Energy Systems, Inc. 6500 Sheridan Drive, Suite 120 Buffalo, NY 14221 Attention: Legal Department
Phone	585-248-6250	Phone	(716) 634-3780
Fax		Fax	(716) 634-3756
E-mail	pschenkel@townofpittsford.org	E-mail	akrizzo@solarliberty.com
Index of Exhibits			
Exhibit	Title		
A	Site Plan		
B	NYSERDA Sun Incentive Program Addendum to Agreement		
C	Panel Warranty		
D	Inverter Warranty		

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

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”) for the production of 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 as follows:

1. Installation Location:

Solar Liberty shall sell and install and Customer agrees to purchase **System**, as further described below), at the following installation location: 170 W. Jefferson Rd., Pittsford, NY 14534 (“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).

It has been a pleasure for Nate VerHague of Solar Liberty to serve you!

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:

Description	Line Total
Photovoltaic Modules	\$20,923.50
Inverter	\$4,184.70
Labor	\$6,277.05
Balance of System	\$8,369.40
Permitting	\$1,255.41
Inspection	\$836.94
Total System Cost or Contract Price (Before NYSERDA Incentive)	\$41,847.00

4. DC Wattage for the System:

Number of PV Panels	(x) Standard Rating (DC Watts)	Total (Nominal) DC Watts
43	360 W	15,480 W

5. NYSERDA Incentive:

NYSERDA Incentive Rate	(x) Total System DC Watts	Total NYSERDA Incentive
\$0.45	15,480 W	\$6,966.00

6. System Cost After NYSERDA Incentive:

Total System Cost	(-) NYSERDA Incentive	Total Net System Cost
\$41,847.00	\$6,966.00	\$34,881.00

7. Proposed System:

System Type	Net Metering	Battery (Yes/No)	Mounting Type
Yes	Yes	No	Roof Mount

8. Major Equipment Proposed:

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

Brand of PV Modules	Canadian Solar DC	Model of PV Modules	CS 3U-360
Brand of Inverter	SolarEdge	Model of Inverter	1 x SE7600H-US 1 x SE6000H-US
Brand of Mounting Equipment	Solar Liberty	Model of Mounting Equipment	Pitched Roof Racking
Additional Equipment	No Additional Equipment		

9. Equipment Location:

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

Location of Inverter and PV System Meter	As Shown on Site Plan (" Site Plan ") attached as Appendix A.
Location of DC Disconnect	Exact Location TBD
Location of Utility Lockable AC Disconnect	Exact Location TBD

10. 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:

Estimated Annual Output in kWh	17,300 kWh
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11. Payment for System:

In consideration for Solar Liberty’s installation of the System, Customer agrees to pay to Solar Liberty the system cost as further described in **Section 6**. Payment in full shall be due thirty (30) days after the date that the installation is inspected, approved and turned on. 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-judgement and post-judgement 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.

12. 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.

13. 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. In the event that 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 or Customer may terminate the Agreement without penalty or further cost to either party. Upon termination, Solar Liberty shall fully refund any amounts paid by Customer, less out of pocket expenses incurred to date.

14. Permitting:

Solar Liberty shall at its own expense obtain a building permit, if required, and electrical inspections necessary for the work to be performed. Customer is responsible for any costs associated with bringing its premises or home up to code in order to pass building and electrical inspections.

15. 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.

16. 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.

17. 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 systems. If a battery back-up is installed under this Agreement, the Eligible Customer and Solar Liberty shall offer a full warranty to the purchaser for the battery system for a period of two (2) years after installation. This warranty covers the battery system against breakdown and

covers the full costs, including labor and repair or replacement of the battery. Nothing in this Warranty limits the coverage of Customer under any warranty of a component of the system including Exhibit C: Panel Warranty and Exhibit D: Inverter Warranty. 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.

18. 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.

19. Structural Analysis, Roof Inspection and Cancellation:

Customer acknowledges 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 a five percent gross system cost as cancellation fee.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 course of 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.

26. Governing Law:

This Contract is governed by the laws of the State of New York and any disputes arising under this Contract shall be venued in the state courts of Erie County, New York. In the event that 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.

27. 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.

28. 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.

29. 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 project approval government authority or NYSERDA, 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.

30. 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.


31. 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, written or recordable form of cancellation that includes your name, address and clearly states an intent to cancel, shall be an acceptable form of cancellation to Solar Liberty.

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Customer: Town of Pittsford

Contractor: Solar Liberty Energy Systems, Inc.

Signature: 
Name: Town of Pittsford
Date: Oct 15, 2020

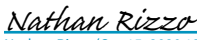
Signature: 
Name: Nathan T. Rizzo
Title: Vice President
Date: Oct 15, 2020

EXHIBIT A: SITE PLAN

See Attached

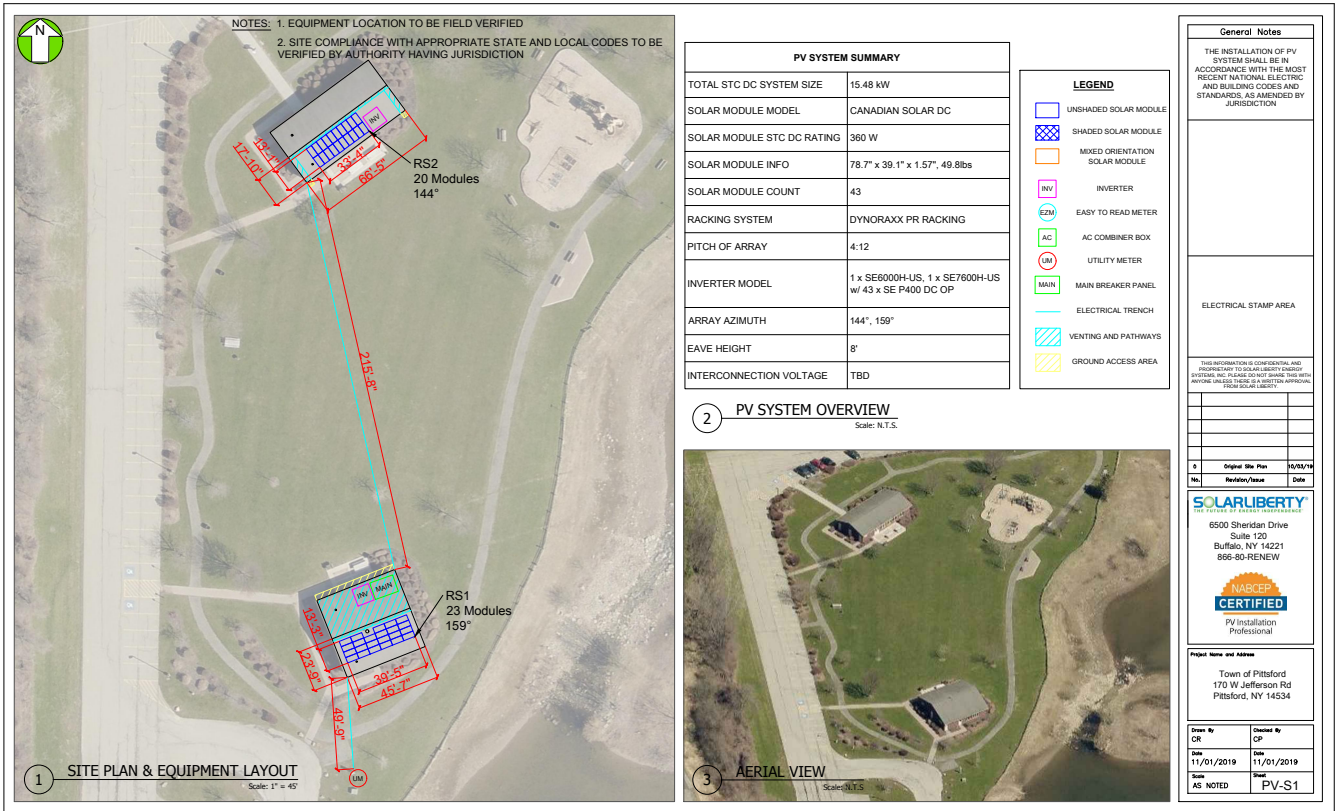


EXHIBIT B: NYSERDA ADDENDUM

ADDENDUM TO 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/Small Commercial (<200 kW) Incentive Program

 This Agreement is related to a PV project receiving incentive funding under the NY Sun Initiative Commercial/Industrial (>200 kW) 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 (Residential/Small Commercial (<200 kW) AND/OR Commercial/Industrial (>200 kW)):

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 sell or transfer ownership of the PV 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: The Contractor is required to disclose the full amount of the NYSERDA incentive to the end-use customer.

Renewable Energy Certificates: NYSERDA will register all PV Systems that receive NY-Sun incentives in the New York Generation Tracking System (NYGATS) and will route any certificates created by the NYGATS for the PV Systems into a NYSERDA account. The renewable energy certificate retirement rules associated with the operation of the New York Generation Attribute Tracking System are based on the Public Service Commission's reporting requirements under the Renewable Portfolio Standard (03-E-0188) and CEF programs (14-M-0094) for PV Systems that have received a financial incentive by participating in the NY-Sun Program.

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 in order to conduct site inspections or remote monitoring services. Final incentive payment may be contingent on NYSERDA inspection of the installed PV 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

EXHIBIT B: NYSERDA ADDENDUM

ADDENDUM TO AGREEMENT NY-Sun Incentive Program



to the PV System. NYSERDA is authorized to use PV System photographs in brochures, on its website, and in other print materials.

Tax Incentives: Customers are encouraged to consult the Internal Revenue Service (See www.irs.gov), the NYS Department of Taxation and Finance (See www.tax.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 are encouraged to consult with their local utility regarding eligibility for net metering.

Consumer Information: New York consumers and customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information: http://www.ag.ny.gov/bureaus/consumer_frauds/tips/home_improvements.html

The NYS Consumer Protection Board offers additional information with the following publications: <https://www.dos.ny.gov/consumerprotection/publications.html>

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. 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 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.

The following term will apply ONLY to NY-Sun supported PV projects under the Commercial/Industrial (>200 kW) Incentive Program

Non-Residential Energy Assessment: For the Commercial/Industrial (>200 kW) Program, the energy assessment is an ASHRAE level 1 walk through analysis, unless the customer is located in load zone J in which case the Contractor must submit the electric customer's Energy Star score as required under PlanNYC.

Customers will not be required to benchmark or implement energy efficiency measures as a pre-requisite for receiving a PV incentive, except as required for projects receiving the Affordable Solar residential added incentive.

EXHIBIT B: NYSERDA ADDENDUM

ADDENDUM TO AGREEMENT NY-Sun Incentive Program



The following terms will apply ONLY to NY-Sun supported PV projects under the Residential/Small Commercial (<200 kW) program:

Incentives are only available for the installation of new equipment and PV Systems that have not been installed (partially or completely) prior to the *Project Application* achieving a status of "Submitted via Internet." Incentives will not be provided directly to Customers but are paid to the Contractor, who must apply the entire approved amount to the Customer's cost via a corresponding reduction in Customer's Total System Cost or total payments. The Incentive Payment Request Form must be signed by the Contractor and Customer.

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. If additional costs are sought from the Customer, the Agreement may be cancelled without penalty and the customer may seek a full refund of any deposit paid to Contractor or costs the Customer incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Incentive Estimate: If the Contractor does not submit a completed Project Application to NYSERDA, or if the Project Application (a) is not approved by NYSERDA or (b) if NYSERDA approves a lower incentive, the Customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Incentives: 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 NYSERDA incentive.

Review of System Design: NYSERDA may 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 Project Application is contingent on adherence to the proposed system design. Contractors/Builders 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 a new shading analysis and photos, verifying that the obstruction(s) have been removed are reviewed and approved by NYSERDA. Any trees or obstructions must be clearly labeled in the site map.

Warranty for Purchase Agreements: The Contractor shall offer a full/transferable warranty to the purchaser of the PV System installed under this Customer Purchase Agreement for a period of five (5) years after the Contractor has completed the installation and NYSERDA's final approval has been provided. 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 systems. If a battery back-up is

EXHIBIT B: NYSERDA ADDENDUM

ADDENDUM TO AGREEMENT NY-Sun Incentive Program



installed under this Agreement, the Eligible Installer and the Contractor shall offer a full warranty to the purchaser for the battery system for a period of 2 years after installation. This warranty covers the battery system against breakdown and covers the full costs, including labor and repair or replacement of the battery.

Warranty for PPA/Leases: 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 sell the residence at which this solar facility is located, the production guarantee is fully transferrable to a new lessee.

Green Jobs Green New York (GJGNY) Financing: Should an eligible residential customer who chooses to access GJGNY financing for their PV system project be unable to proceed with installation of the PV system, due to either the system not meeting the Program's eligibility requirements, or the customer is denied low-interest financing through GJGNY, the customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to /Contractor or costs he or she incurred under the 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 210 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Contractor will be required to return any and all incentive payments to NYSERDA if this milestone has not been met.

Residential Applications - Clipboard Audit: The Contractor agrees to complete a Clipboard Audit consisting of two main components: an interview of the home/building owners to ascertain energy use habits, and identify potential energy efficiency measures, especially low- and no-cost measures that could reduce the electricity load of the residence. The Participating Contractor shall conclude the Clipboard Audit with a homeowner debriefing and provide the homeowner with a copy of the Clipboard Audit report. Customers will not be required to implement the energy efficiency measures identified in the Clipboard Audit as a pre-requisite to receiving the standard NY-Sun incentive.

For projects receiving the Affordable Solar additional incentive, the Contractor and the customer are required to attest on the application that lighting and water efficiency measures are installed at the residence, meeting the requirements outlined for the Affordable Solar incentive in the NY-Sun Program Manual.

Non-Residential Energy Assessment: The Contractor will provide non-residential building owners with information on Energy Star's Portfolio Manager Benchmarking Tool or other equivalent tool and, if requested by the building owner, assist them to enter utility bill information into the Tool in order to produce an EUI (Energy use index)⁶ and, where applicable, an Energy Star score. Customers will not be required to benchmark or implement energy efficiency measures as a pre-requisite for receiving a PV incentive.

Affordable Solar Incentive - Contract Requirements: Contracts for PPA/lease projects receiving the Affordable Solar additional incentive shall not contain price escalators over the life of the agreement, and all projects receiving this incentive shall provide a cost savings to the customer over the life of the

EXHIBIT B: NYSERDA ADDENDUM

ADDENDUM TO AGREEMENT
NY-Sun Incentive Program



agreement, as documented by the Affordable Solar Residential Project Screening Tool included in the incentive application.

Contracts for PPA/lease projects participating in the TPO Pilot must reflect that the following requirements are met:

- The project is financed through a fully prepaid lease or PPA, with no outstanding financial obligation to the customer beyond the GJGNY loan.
- The project must provide annual customer cost savings of at least 50% per kWh for the lifetime of the GJGNY loan, as documented in the GJGNY pro-forma tool submitted with the incentive application.
- TPO Pilot projects must not exceed a GJGNY loan size of \$6,000.

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.htm> 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>

Statement of Acknowledgement: By signing, all parties acknowledge that they have read and understand all of the above information and requirements and agree to abide by them.

Contractor: By signing below, the Contractor confirms that there is a fully-executed Agreement to install the PV project that has been signed by both Contractor and Customer and that the costs and incentives stated on the NYSERDA approved application for incentive funding are complete and accurate. The Contractor is responsible for keeping this document on file. NYSERDA may request, at any time, that a signed copy of this addendum be provided. Contractor further attests that the customer signature appearing below is the true and genuine signature of the customer and that it was affixed to this document on the date indicated.

Print Customer Name: Town of Pittsford

Customer Signature:  Date Oct 15, 2020
Paul Schenkel (Oct 15, 2020 13:19 EDT)

Contractor Company Name: Solar Liberty Energy Systems, Inc.

Contractor Name (Print): Nathan T. Rizzo

Contractor Signature:  Date Oct 15, 2020
Nathan Rizzo (Oct 15, 2020 13:22 EDT)

**EXHIBIT C:
PANEL WARRANTY**

See Attached

LIMITED WARRANTY STATEMENT PHOTOVOLTAIC HiDM MODULE PRODUCTS

Effective January 1st, 2020

This Limited Warranty Statement applies only to Canadian Solar Inc. ("Canadian Solar") HiDM (including HDM) module products ("Products").

This Limited Warranty Statement does not apply to Products sold to and installed in Australia, Japan, and P.R. China.

FIFTEEN (15) YEAR LIMITED PRODUCT WARRANTY

Subject to the exclusions contained herein, Canadian Solar warrants to the original buyer (the "Buyer") of the Products that the Products shall be free from defects in materials and workmanship which have an effect on Products functionality under normal application, installation, use, and service conditions as specified in Canadian Solar's standard product documentation such as the installation manual and its annexes.

Claims under this warranty will only be accepted if the Buyer can prove that the malfunctioning or non-conformity of the Products results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in Canadian Solar's standard product documentation. This Limited Product Warranty does not warrant a specific power output of the Products, which shall be exclusively covered under the Limited Performance Warranty elaborated below.

TWENTY-FIVE (25) YEAR LIMITED PERFORMANCE WARRANTY

Canadian Solar warrants that for a period of twenty-five years the Products will maintain a level of performance as set forth below:

- During the first year, Canadian Solar warrants the actual power output of the Products will be no less than 97.5% of the labeled power output.
- From year 2 to year 25, the actual annual power decline will be no more than 0.6%; by the end of year 25, the actual power output will be no less than 83.1% of the labeled power output.

The actual power output of the Products shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a Canadian Solar facility or by a Canadian Solar recognized third-party testing institute. Testing equipment uncertainty will be applied to all actual power output measurements.

WARRANTY EFFECTIVE DATE

The effective date of the warranties provided herein shall be the date of installation or ninety (90) days after delivery by Canadian Solar to the Buyer, whichever date is earlier.

EXCEPTIONS

The limited warranties set forth herein **DO NOT** apply to any Products: 1) for which Canadian Solar has not received all or part of the due payments from the Buyer; 2) which have been subject to negligence in transportation, handling, storage or use; 3) which have been repaired without Canadian Solar's authorization or in any way tampered with; 4) which have been subject to extraordinary salt or chemical exposure; 5) which have been subject to improper installation, application, alteration, unauthorized service, or improper system design which caused constant shading to the Products; 6) which have been subject to power failure or surges, flood, fire, direct or indirect lightning strikes, or other acts of nature; 7) which have been subject to accidental breakage, vandalism, explosions, acts of war, or other events outside Canadian Solar's control; or 8) which have been moved from its original installation location.

In addition, the limited warranties do not apply to any deterioration in the appearance of the Products (including, without limitation, any scratches, stains, rust, discoloration, or mold) or any other changes to the Products in appearance stemming from the normal wear and tear over time of product materials. Also, no warranty claim may be made if the product label, type or serial number of the applicable Products has been altered, removed or made illegible.

REMEDIES

In respect of the Fifteen (15) Year Limited Product Warranty, if Canadian Solar verifies in its reasonable judgment that the Products fail to conform to the terms of the Limited Product Warranty set forth herein, Canadian Solar, at its option, will provide one of the following remedies: 1) repair the Products; 2) replace the Products with new products whose labeled power wattages equal to or exceed the Warranted Wattages of replaced Products (the Warranted Wattages is defined as the contracted power wattages of the Products minus the permissible accumulated degradation); or 3) provide a refund of the fair market value of the Products assessed based on the Warranted Wattages at the time of claim.

In respect of the Twenty-Five (25) Year Limited Performance Warranty, if Canadian Solar verifies in its reasonable judgment that the Products fail to conform to the terms of the Limited Performance Warranty set forth herein, Canadian Solar, at its option, will provide one of the following remedies: 1) repair the Products; 2) replace the Products with new products whose labeled power wattages equal to or exceed the Warranted Wattages of replaced Products; 3) provide additional Products to make up the wattage difference between the actual measured power output wattages of the Products and the Warranted Wattages; or 4) provide a refund of the fair market value of the wattage difference between the actual measured power output wattages and the Warranted Wattages.

All remedies under this limited warranty statement shall be calculated based upon the Warranted Wattages of the Products at the time of first reporting of the warranty claim.

Canadian Solar will not accept any return of Products without Canadian Solar's prior authorization. Once accepted, Canadian Solar will cover reasonable transportation costs (except for insurance, any taxes, duties, demurrages, or any other costs and expenses related to custom clearance or Buyer's failure to cooperate) for shipping the Products under a claim back from the Buyer to a designated location of Canadian Solar, and for shipping the additional, repaired or replacement Products to the original installation location. If Canadian Solar opts for repair as the remedy, Canadian Solar shall cover reasonable material and labor costs related to the repair. In any event, the costs and expenses for the removal, installation, and/or reinstallation of the Products, including fees, levies, taxes or other financial duties due in relation to any applicable electronic waste disposal regulation, shall remain with the Buyer, unless otherwise agreed to by Canadian Solar in a signed writing. Canadian Solar will not pay any cost of any fees, levies, taxes or other financial duties imposed on the remedies implemented by Canadian Solar or imposed on the Products subject to such remedies, that are due to regulatory, government or judicial decisions not existing at the time of purchase of the affected Products.

Any repair or replacement of the affected Products shall not increase the applicable warranty period. The warranty period for replaced or repaired Products is the remainder of the warranty for the affected Products. Canadian Solar

reserves the right to deliver a similar product (of similar size, color, shape, and/or power output) in replacement of the affected Products if production of the affected Products is discontinued or such product is otherwise unavailable. Unless instructed by Canadian Solar otherwise, Buyer shall dispose of Products in accordance with all local applicable regulations on electronic waste treatment and disposal at its own cost. Products having been replaced shall not be sold, reworked or reused in any way, unless expressly authorized by Canadian Solar.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE CANADIAN SOLAR'S SOLE AND EXCLUSIVE OBLIGATION AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTIES.

CLAIM PROCESS

If the Buyer believes that it has a justified claim covered by the limited warranties set forth above, then the Buyer shall submit such claim in writing without undue delay, with supporting information including but not limited to the claimed quantity, serial numbers, purchasing invoices and proofs, to Canadian Solar within the applicable warranty period specified above to the following address, or such future address as Canadian Solar may provide from time to time:

Asia Pacific

Canadian Solar Inc.
Customer Service Department
199 Lushan Road, Suzhou New District Jiangsu
China, 215129
Tel: +86 512 66908088
E-mail: service.cn@canadiansolar.com

Europe, Middle East & Africa

Canadian Solar EMEA GmbH
Customer Service Department
Landsberger Strasse 94, 80339 Munich, Germany
Tel: +49 89 5199689 0
E-mail: service.emea@canadiansolar.com

Americas

Canadian Solar Inc.
Customer Service Department
3000 Oak Road, Ste. 400 Walnut Creek, CA 94597
Tel: +1 855 315 8915
E-mail: service.ca@canadiansolar.com

South Korea

Canadian Solar Inc. Korea Branch
#906 Dongwoo Building, 328 Teheran ro Gangnam-gu
Seoul, Korea
Tel: +82 2 539 7541
E-mail: service.kr@canadiansolar.com

Upon receipt of such written claim, Canadian Solar may seek further verification of the Buyer's claim of a breach of one of the foregoing limited warranties.

WARRANTY ASSIGNMENT

This Limited Warranty is transferrable to a party taking legal title to the Products, provided that the Products remain installed in their original installation location.

DISPUTE RESOLUTION

In case of any dispute related to warranty claims, such dispute shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the Buyer and Canadian Solar.

NOT INDEPENDENT WARRANTIES

The Buyer has the right to pursue claims under each of the warranties set forth above; provided that if claims arise under multiple limited warranties from a single defect, then if Canadian Solar remedies that defect as set forth above, Canadian Solar shall be deemed to have resolved all applicable warranty claims arising from that defect.

DISCLAIMERS

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF CANADIAN SOLAR UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY CANADIAN SOLAR. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANADIAN SOLAR HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF ITS PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL CANADIAN SOLAR BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF CANADIAN SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANADIAN SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO CANADIAN SOLAR BY THE BUYER FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM.

THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU IN THOSE AREAS.

NOTE

In the event of any inconsistency among different language versions of this warranty statement, the English version shall prevail. For Products covered by Canadian Solar's limited warranty, please refer to our product lists published on our website at: <https://www.canadiansolar.com/downloads> as such list is updated from time to time. The installation and handling of PV Products requires professional skills and should only be performed by qualified professionals. Please read the safety and installation instructions before using the Products.

**EXHIBIT D:
INVERTER WARRANTY**

See Attached

LIMITED PRODUCT WARRANTY

This SolarEdge Technologies Ltd. Limited Warranty covers defects in workmanship and materials of the below-listed products for the applicable Warranty Period set out below (the "Products"):

- **Power optimizers:** 25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers, *provided, however*, that for the module embedded power optimizers (CSI and OPJ models), the Warranty Period shall not exceed the maximum of (1) the module product warranty and (2) the module power warranty periods provided by the applicable module manufacturer.
- **Inverters, Safety & Monitoring Interface (SMI), Auto-transformer:** 12* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.
- **StorEdge Interface:** 10 years commencing on the earlier of: (i) 4 months from the date the Interfaces are shipped from SolarEdge; and (ii) the installation of the Interfaces.
- **ZigBee Gateway, Commercial Gateway, Firefighter Gateway, Smart Energy products, Wireless Communication Products, RS485 Plug-in, Energy Meter:** 5 years commencing on the earlier of: (i) 4 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product. Warranty duration of wireless communication products is the same whether or not the product is pre-installed in the inverter.

* In some countries the inverter warranty is limited to 7 years. For a list of these countries please access http://www.solaredge.com/articles/warranty_exceptions

The Limited Warranty does not apply to components which are separate from the Products, ancillary equipment and consumables, such as, for example, cables, cable holders, fuses, wires and connectors, whether supplied by SolarEdge or others. Some components may carry their own manufacturer warranty. See product datasheet for more details. In addition, for all power optimizers with a part number ending in C, the SolarEdge warranty does not apply to the input connector.

The Limited Warranty only applies to the buyer who has purchased the Products from an authorized seller of SolarEdge for use in accordance with their intended purpose. The Limited Warranty may be transferred from buyer to any assignee, and will remain in effect for the time period remaining under the foregoing warranties, *provided* that the Products are not moved outside its original country of installation and any reinstallation is done in accordance with the installation directions and use guidelines accompany the Products (collectively the "*Documentation*").

If, during the applicable Warranty Period, buyer discovers any defect in workmanship and materials and seeks to activate the Limited Warranty, then buyer shall, promptly after such discovery, report the defect to SolarEdge by sending an email to support@solaredge.com with the following information: (i) a short description of the defect, (ii) the Product's serial number, and (iii) a scanned copy of the purchase receipt or warranty certificate of the applicable Product.

Upon buyer's notification, SolarEdge shall determine whether the reported defect is eligible for coverage under the Limited Warranty. The Product's serial number must be legible and properly attached to the Product in order to be eligible for Warranty coverage. If SolarEdge determines that the reported defect is not eligible for coverage under the Limited Warranty, SolarEdge will notify buyer accordingly and will explain the reason why such coverage is not available. If SolarEdge determines that the reported defect is eligible for coverage under the Limited Warranty, SolarEdge will notify buyer accordingly, and SolarEdge may, in its sole discretion, take any of the following actions:

- repair the Product at SolarEdge's facilities or on-site; or
- issue a credit note for the defective Product in an amount up to its actual value at the time buyer notifies SolarEdge of the defect, as determined by SolarEdge, for use toward the purchase of a new Product; or
- provide Buyer with replacement units for the Product.

SolarEdge will determine whether the Product should be returned to SolarEdge and, if SolarEdge so determined, the Return Merchandise Authorization ("*RMA*") Procedure (set out below) will be invoked. Where replacement Products are sent, SolarEdge generally sends such products within 48 hours. SolarEdge may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, shall continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

Where the RMA Procedure is invoked by SolarEdge, SolarEdge will instruct buyer how to package and ship the Product or part(s) to the designated location. SolarEdge will bear the cost of such shipment, upon receipt of the Product or part(s), SolarEdge will, at its expense and sole discretion, either repair or replace the Product or part(s).

SolarEdge will deliver the repaired or replaced Product or part(s) to buyer at buyer's designated location in countries where SolarEdge has an office and/or there is a significant PV market. For the specific list of countries to which such service is provided,

please access http://www.solaredge.com/articles/shipping_cost_coverage_warranty. SolarEdge will bear the cost of such shipment, including shipping and customs (where applicable) and buyer shall bear any applicable value added tax. SolarEdge may elect to ship replacement Product and/or part(s) prior to receipt of the Product and/or part(s) to be returned to SolarEdge as per the above.

All costs, including, without limitation, labor, travel and boarding costs of SolarEdge service personnel or others that are incurred for labor relating to repairs, uninstalling and reinstalling of Products on-site, as well as costs related to buyer's employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by SolarEdge, shall be borne by the buyer.

Warranty Exclusions: This Limited Warranty will not apply if (a) buyer is in default under the General Terms and Conditions of other Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- damaged as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by SolarEdge;
- damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- installed or operated not in strict conformance with the Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in SolarEdge installation guide;
- opened, modified or disassembled in any way without SolarEdge's prior written consent;
- used in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
- damaged by software, interfacing, parts, supplies or other product not supplied by SolarEdge;
- damaged as a result of improper site preparation or maintenance or improper installation;
- damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, direct exposure to sea water or other events beyond SolarEdge's reasonable control or not arising from normal operating conditions; or
- damaged during or in connection with shipping or transport to or from buyer where buyer arranges such shipping or transport.

This Limited Warranty does not cover cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the Product.

THE LIMITED WARRANTIES SET OUT HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM SOLAREGE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as SolarEdge is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

Coverage under the Limited Warranty is subject to buyer complying with the foregoing notification requirements and cooperating with SolarEdge's directions. SolarEdge's sole obligation and buyer's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

Unless otherwise specified in an executed Agreement with SolarEdge, the Limited Warranty and related provisions set out herein are subject to SolarEdge's General Terms and Conditions, including, without limitation, the provisions thereof, which relate to disclaimer of warranties, limitation of liability and governing law and jurisdiction.