

Summary of Revisions

- 1. Program Period:** PON 2097 will be accepting applications through December 31, 2011 or until funds are fully committed.
- 2. Program Funding:** An additional \$1.4 million in funding has been added bringing the total available funding to \$4,600,000.
- 3. Funding Limitation:** The maximum incentive available is \$400,000 per site/customer. Additional applications may be submitted, if the projects are also seeking federal funding.
- 4. Link to Small windExplorer:** AWS has created a new website for this tool. The new address is <http://nyswe.awstruepower.com/>
- 5. Installer Applications for Eligibility:** Installer Applications (Attachment F) will not be accepted after September 30, 2011.
- 6. Multiple Turbines:** Language has been added to Section II. D. Limitations to describe the process for determining the NYSERDA incentive if multiple turbines are proposed for a site.
- 7. Inverters and Interconnection:** Clarification language was added.
- 8. Monitoring Equipment:** Clarification language was added.
- 9. Siting Considerations:** Minimum lot size has been removed. Setback requirements have been further explained.
- 10. RPS Attributes:** Attachment C – Addendum to Customer Purchase Agreement has been updated to include the most recent language agreed to by NYSERDA and the Department of Public Service.
- 11. Midsize Turbines:** A new Attachment I has been included to provide details on the eligibility requirements for midsize turbines.



On-Site Wind Turbine Incentive Program Program Opportunity Notice (PON) 2097 \$4,600,000 Available

Applications accepted from October 4, 2010 through December 31, 2011 by 5:00 PM Eastern Time

NYSERDA announces the availability of approximately \$4.6 million in incentives to encourage the installation of end-use wind energy systems for residential, commercial, institutional or government use. The incentives, of up to \$400,000 per site/customer, will be paid to Eligible Installers who install approved new grid-connected wind energy systems using qualified equipment, in accordance with the eligibility requirements described below. The maximum equipment size shall be 600 kW per site/customer. NYSERDA's incentive shall not exceed 50% of the total installed cost of the system. The program will continue through December 31, 2011 or until funds are fully committed, whichever comes first.

Incentives are intended to benefit both the installer for business development, and the wind energy system owner, where generated power offsets the customer's utility power purchases. Eligible Installers must pass through incentives, in their entirety, directly to their customers. Incentives will be based on the predicted annual output of the wind turbine, on the proposed tower, at the proposed site, as determined by the New York State Small windExplorer (<http://nyswe.awstruepower.com/>). System designs and annual energy estimates will be reviewed prior to the approval of incentive applications, and systems may be inspected during and following installations. Incentives will not be approved for wind energy systems that are already completely or partially installed at the time the proposal is submitted.

Installers are encouraged to apply for eligibility before September 30, 2011 and must be approved by NYSERDA before they may submit an application on behalf of a customer. Installer eligibility will be determined for specific equipment and based on professional experience, company history, and installer credentialing. A list of Eligible Installers is posted on www.PowerNaturally.org. All Eligible Installers receive a letter from NYSERDA that attests to their eligibility to participate in this program.

Individual or organizations interested in purchasing a wind energy system should first visit the New York State Small windExplorer (<http://nyswe.awstruepower.com/>) to see the wind energy potential at their site. Enter an address into the "Enter Location" box and click "Go." (The pin may be moved to the exact location of the wind energy system.) Next click "Generate Report" and follow the instructions to produce a Customer Report. Generally, NYSERDA does not recommend wind systems for sites as to which the "Wind Energy Potential," as shown on the Customer Report, is "Very Poor."

The application forms for this program are available directly from NYSERDA at <http://www.nyserda.org/funding/2097pon.asp>, by contacting NYSERDA at 1-866-NYSERDA, or at info@nyserda.org. Completed application forms for incentives for specific installations by Eligible Installers will be processed and approved, until funds are fully committed, under the conditions outlined below. Completed application forms for eligibility as an installer will not be accepted after September 30, 2011. Applications for the qualification of wind turbines will be accepted at any time throughout the duration of this program.

Application Submission: Completed application forms must be clearly labeled, contain all required information, have original signatures, and be mailed to:

New York State Energy Research and Development Authority
PON 2097 Wind
17 Columbia Circle
Albany, NY 12203-6399

Envelopes must be addressed as indicated above or processing may be delayed.

Installers may direct any questions to 1-866-NYSERDA, 518-862-1090 or smallwind@nyserda.org. Please indicate that you are calling in reference to PON 2097.

*Late, incomplete, or unsigned applications will be returned. Faxed applications will not be accepted. Applications to become an Eligible Installer or to have a wind turbine listed for funding, may be e-mailed. Applications will not be accepted at any other NYSERDA location other than the address above. If changes are made to this solicitation, notification will be posted on NYSERDA's website at www.nyserda.org.

I. INTRODUCTION

Wind energy contributes to the public benefit by enhancing the reliability of the grid, reducing peak demand, increasing in-state electricity generation, increasing the diversity of the state's energy supply portfolio, and making the electric supply market more competitive by promoting consumer choice. A customer-sited wind energy system is connected on the customer's side of the electric meter and electricity generated by the system offsets the customer's electricity purchases.

This program provides incentives to Eligible Installers who install approved, grid-connected, customer-sited wind energy systems. Incentives must be passed on to the customer. Once eligible, installers may reserve incentives for approved wind energy systems, for specific customers, for as long as funds are available. The program will accept applications for eligibility from installers who would like to participate in the program, until September 30, 2011, and will accept applications continuously from wind turbine manufacturers who would like to have their turbines listed as eligible to receive funding.

NYSERDA provides complementary programs that encourage companies, organizations, and individuals to enter or improve their position in the sustainable marketplace. Visit the Funding Opportunities page on NYSERDA's web-site (www.nyserdera.org) or call 866-NYSERDA for more information. NYSERDA has developed installer training programs to educate and expand New York's wind installer community. Training opportunities will be posted at: www.nyserdera.org.

To be eligible to install wind energy systems under this program, installers must demonstrate that they have adequate training **and** experience installing wind energy systems, including turbines and towers, and must be an authorized dealer of an Eligible Turbine Manufacturer.

Individuals, companies, or organizations interested in purchasing a wind turbine should first visit the New York State Small windExplorer (<http://nyswe.awstruepower.com/>) to see the wind energy potential at the site. Enter your address into the "Enter Location" box and click "Go." (The pin may be moved to the exact location of the wind energy system.) Next click "Generate Report" and follow the instructions to produce a Customer Report. If the Wind Energy Potential is Very Poor, a wind energy system is not recommended for this location.

II. FUNDING, ELIGIBLE CUSTOMERS, INCENTIVES, LIMITATIONS

A. Program Funding

In an Order issued on April 2, 2010, the NYS Public Service Commission authorized and provided funding for the continuation of the Renewable Portfolio Standard (RPS) Program's Customer-Sited Tier (CST), including the "small wind" program, through 2015. The Order required NYSERDA to develop, in consultation with Department of Public Service (DPS) Staff, a revised CST Operating Plan reflecting various program provisions as described by the Commission. The CST Plan was approved by DPS on June 30, 2010. This program has been structured to conform to the Order, as well as to the CST Plan.

Approximately \$4.6 million is available for incentives to install approved wind energy systems for Eligible Customers as defined below. Incentives are expected to be available through December 31, 2011 or until funds are fully committed, whichever comes first.

B. Eligible Customers

Financial incentives for the installation of wind energy systems are available for all sectors including, but not limited to, residential, commercial, industrial, agricultural, institutional, educational, not-for-profit, and government-owned facilities. Projects that are funded or partially funded by other NYSERDA programs are not eligible for funding under this PON. To be eligible, the installation site owner must be an electricity distribution customer of: Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, National Grid, Orange and Rockland Utilities, Inc. or Rochester Gas and Electric Corporation, who pays the Renewable Portfolio Standard surcharge. This charge typically appears as an itemized charge on the electric utility bill, with a reference to RPS or SBC/RPS.

Wind energy systems owned by third-parties may be eligible for funding under this program, provided that the site host (customer) pays the RPS surcharge, and that the contractual relationship between the customer and the installer provides that the entire incentive payment is being passed on to the customer, and that the program requirements required of Eligible Installers are provided to the customer by an Eligible Installer company.

C. Incentive Levels

The NYSERDA incentive will be based on the expected annual energy output (AEO) of the proposed wind energy system, as calculated by the *Wind Professional Wind Resource Report* determined from the New York State Small windExplorer. The use of this tool is further explained in Section IV. A. - Wind Site Assessment. If the AEO is 10,000 kWh or less, than the NYSERDA incentive is \$3.50 per kWh.

*Example: If the AEO of the turbine is 7,400 kWh, the NYSERDA incentive is \$25,900.
[7,400 kWh x \$3.50/kWh]*

If the AEO is greater than 10,000 kWh, but not greater than 125,000 kWh, than the NYSERDA incentive is \$35,000 plus \$1.00 per kWh for every kWh greater than 10,000 kWh.

*Example: If the AEO of the turbine is 32,500 kWh, the NYSERDA incentive is \$57,500.
[\$35,000 + (22,500 kWh x \$1.00/kWh)]*

If the AEO is greater than 125,000 kWh, than the NYSERDA incentive is \$150,000 plus \$.30 per kWh for every kWh greater than 125,000 kWh.

*Example: If the AEO of the turbine is 200,000 kWh, the NYSERDA incentive is \$172,500.
[\$150,000 + (75,000 kWh x \$.30/kWh)]*

Only the New York State Small windExplorer (<http://nyswe.awstruepower.com>) may be used to determine average annual wind speed and estimated annual energy output. However, this tool is not appropriate for building-mounted turbines, for turbines to be installed in an urban environment, or for turbines installed on towers taller than 140 feet. Potential installers of these systems must provide a detailed analysis of their methodology for determining average annual wind speed and estimated annual energy output.

D. Limitations.

The maximum incentive available is \$400,000 per site/customer. The maximum equipment size is 600 kW per site/customer. The NYSERDA incentive will not exceed 50% of the total installed cost of the wind energy system.

The AEO may not exceed 110% of the historic annual electric needs (kWh) of an individual site that is served by an individual utility meter. For sites that do not have 12 months of electric consumption or that are increasing their electric use, an estimated energy use analysis may be used to predict that usage. The purpose of these installations should be the production of electricity for use at the site where it is generated.

If multiple turbines are installed at a site, the NYSERDA incentive is based on the AEO of all turbines combined and is not based on the AEO of each individual turbine. For example: If two turbines are installed and the AEO for each turbine is 10,000 kWh, the NYSERDA incentive will be \$45,000 (\$35,000 + \$10,000) and not \$70,000 (\$35,000 + \$35,000).

Applications will be accepted for review in accordance with the following limitations:

- Applications submitted and approved under completed PON 1098 will not be eligible for funding under PON 2097.
- Eligible Installation companies are limited to a maximum of ten open projects at any one time under this and previous programs. A project is considered open from the time of the application for an incentive is submitted until the final invoice is approved by NYSERDA.
- Eligible Installation Companies may submit an additional ten applications, only if these applications are also seeking funding through a competitive federal grant (e.g. USDA- REAP grant) as part of their overall financial structure and less than 100 kW each. The Installer must submit proof that the application was actually submitted for federal funding, within two weeks after the federal program’s application due date. After this date, NYSERDA will not accept additional applications until the total number of an installation company’s open projects are below ten.
- Eligible Installation companies are limited to a maximum of two open projects where the size of the turbine is greater than 100 kW.
- The first application submitted by an Installer must be approved by NYSERDA before any additional applications may be submitted.

Incentives are only available for the installation of new equipment and wind energy systems that have not been installed (partially or completely) prior to NYSERDA approval of an incentive application submitted in accordance with the terms and conditions of this PON. Incentives are only available to Eligible Installers and incentives must be passed on to customers. Incentives will not be provided directly to customers who purchase and install their own wind energy systems.

Changes in Incentive Level - Although incentives are expected to stay at these levels, incentives may be changed at any given time during the program, for any reason. Eligible Installers will be notified of any program changes via e-mail and the changes will also be posted on NYSERDA’s web site. Applications that are complete when received by NYSERDA will not be subject to subsequent changes in incentive levels.

E. Incentive Payment Schedule

Incentives will be paid to Eligible Installers in two increments and will be tied to specific installation milestones. The first incentive payment, which is 65% of the total incentive amount approved by NYSERDA, will be paid upon demonstration that all wind energy system components have been delivered to the customer’s site. Attachment D must be completed and submitted, along with all supporting documentation, to be approved by NYSERDA. The second incentive payment, which is the remaining 35% of the total incentive amount approved by NYSERDA, will be paid upon demonstration that the wind energy system has been connected to the utility grid, inspected by all authorities having jurisdiction, and/or inspected by NYSERDA or its representatives and Attachment E has been completed, submitted and approved by NYSERDA. Documentation for all applicable utility, state, city, town, and other inspections and approvals must be attached to Attachment E.

F. Application Approval Timing

Complete, accurate, and legible incentive applications will help facilitate a quick review. NYSERDA will not consider or process applications that are not complete. Applications that are not complete and signed by the Eligible Installer when submitted will be rejected and returned.

Incentive Application Form Part 1 (Attachment A) will be reviewed and installers notified within 30 days of NYSERDA's receipt of the completed application. Applications for proposed installations that (1) do not meet the requirements of PON 2097, (2) have installation and interconnection schedules in the customer purchase agreement that are not reasonable, and/or (3) indicate that the proposed wind energy system has been installed (partially or completely) before NYSERDA approval, will be rejected and returned.

Incentive Application Form Part 2 (Attachment B) will be reviewed and, for situations where the Town or other permit-granting body has completed requirements of the State Environmental Quality Review Act (SEQR) (http://www.dec.state.ny.us/website/dcs/seqr/seqr_1.html), installers will be notified within 30 days of receipt of the application. If no zoning, land-use or other permit-granting body has jurisdiction, an additional 30 days will be necessary.

Upon NYSERDA's approval, the installer will receive an approval letter with a Purchase Order attached. The date on the Purchase Order shall serve as the starting date of the project. If all the wind energy system components are not delivered to the customer's site within 120 days of this starting date, the reservation will become void. Exceptions may be made on a limited, case-by-case basis. When all deliverables have been met, incentives for approved wind energy systems will be paid under the terms of NYSERDA's prompt payment policy (<http://www.nyserda.org/exhibitd.pdf>).

III. WIND ENERGY SYSTEM AND SITE REQUIREMENTS

A. Wind Energy Systems and Components

Systems must be for grid-connected, customer-sited applications to be eligible for an incentive. Customer-sited wind energy systems are those connected on the customer's side of the electric meter; the electricity generated by the wind energy system must offset the customer's utility electricity purchases. All components of wind energy systems installed under this program must be new equipment. **Incentives are only available for wind energy systems that have not been installed (partially or completely) prior to NYSERDA approval of an incentive application submitted in accordance with the terms and conditions of this PON.** Construction or partial construction of the foundation is considered partial installation of the wind energy system and shall not occur prior to NYSERDA's approval of an incentive application.

Wind Turbines - Only wind turbines that have been pre-approved by NYSERDA are eligible for funding under this program. A list of Eligible Wind Turbines is available at www.PowerNaturally.org.

Towers - Wind turbines must be mounted on an appropriate tower and the towers must be designed to accommodate the proposed wind turbine. It is recommended that towers be at least 60 feet in height. NYSERDA reserves the right to consider installations on a case-by-case basis.

Building-Mounted Turbines - Wind turbines may be mounted on a pre-existing structure such as a building or another type of structure. For turbines mounted on a pre-existing structure, a structural analysis must be provided demonstrating sufficient structural integrity. NYSERDA reserves the right to approve applications on a case-by-case basis.

Inverters and Interconnection - Inverters and interconnection devices must be listed on the New York State Department of Public Service's list of Certified Interconnection Equipment (<http://www.dps.state.ny.us/08E1018/SIRDevices.pdf>) or the interconnection must be in agreement with the most current version of the Public Service Commission's Standardized Interconnection Requirements. All wind energy systems must have an appropriate interconnection agreement with the utility and the wind energy system must be installed in compliance with that agreement.

Other Electrical Components - All other electrical components of the wind energy systems such as charge controllers, batteries, wiring, and metering equipment must be certified as meeting the requirements of any relevant national and state codes and standards.

Monitoring Equipment - Each wind energy system must include, at a minimum, a cyclometer register kilowatt-hour meter (or a meter that can be read numerically by a customer or an "easy read meter") to read total energy output. The energy metering data must be automatically stored independently of the inverter display. In lieu of a meter, a data acquisition system (DAS) capable of transmitting and storing data off-site may be used. The meter must have an accuracy of within $\pm 5\%$ and include a certificate of compliance from the manufacturer. Energy production (including the date of the meter reading) must be collected by the installer or customer at least once per month and the installer must submit this data to NYSERDA twice per year for two years following interconnection of the wind energy system. A DAS does not alleviate the installer's responsibility to submit timely data to NYSERDA. At NYSERDA's cost, NYSERDA may require that additional monitoring equipment be installed.

B. Siting Considerations

Under the provisions of the State Environmental Quality Review Act (SEQR), NYSERDA must determine if the funding of any action may have a significant impact on the environment. Attachment B, Permitting and SEQR Information, provides a list of the steps and supporting documents that are necessary for approval of NYSERDA funding. All wind installations must meet the requirements of the local zoning ordinances.

In addition, the following general criteria will apply:

- The minimum work zone distance between the tower base, and a property line or power line is the height of the wind energy system, above ground level, including the blades, plus 10%. (i.e., 1.1 times the total height of the wind energy system)
 - o Applicants may apply for an exemption with written permission from the neighbor and an indication from the neighbor that the use of land in the vicinity is consistent with the proposed wind energy system. There is no exemption for power lines.
- The minimum setback distance between the tower base and a non-customer, human-occupied building is ten times the rotor diameter.
 - o Applicants may apply in writing for an exemption from this minimum distance; however, the applicant must demonstrate that the possible problems of locating the wind energy system less than the requested distance from the building have been addressed.
- For building-mounted applications, if the local municipality has an ordinance that stipulates the criteria for building-mounted wind turbines, then building-mounted wind turbines may be eligible for funding under this program, provided all other program requirements are met. If the local municipality does not have an ordinance that stipulates the criteria for building-mounted wind turbines, then a building-mounted wind turbine is not eligible for funding under this program.
- If multiple turbines are proposed for a site, there must be a distance of at least ten times the rotor diameter between the tower bases.

- The bottom of the rotor must be at least 30 feet above any obstacle, in any direction, within 500' of the turbine.

IV. REQUIRED DOCUMENTATION FOR CUSTOMER INCENTIVE APPLICATIONS

There are two parts to the incentive application: Attachment A, 'Installation Information', and Attachment B, "Permitting and SEQR Information." Installers may submit Attachment A prior to obtaining permits for the wind energy system as it is possible that the review of Attachment A could result in recommendations to make changes to the wind energy system location or tower height. Both Attachments A and B include lists of supporting documentation that must be provided. Only after Attachments A and B and all supporting documents are provided will NYSERDA reserve funding for the application.

A. Attachment A

Attachment A describes the site and the wind energy system that will be erected. Installers must supply all of the information requested in Attachment A, "Installation Information." Applications that do not include all of the information requested will be returned.

Wind Site Assessment - A wind site assessment provides customers with site-specific information and will be the basis for determining the NYSERDA incentive. This assessment shall include:

- An evaluation of the wind resource at the potential location of the turbine and at hub height. This will be the Small windExplorer Wind Professional Wind Resource Report.*
- Eight photographs taken from the proposed wind energy system location looking in the following directions: N, NE, E, SE, S, SW, W, NW.
- Site contour map.
- Demonstrated historic annual site electric use (kWh). For sites that do not have 12 months of electric consumption or that are increasing their electric use, an energy-use analysis may be used to predict that usage.
- Details about the proposed turbine, including manufacturer and model, rotor diameter, tower height, tower type. For the purposes of this program, a Customer-Sited Wind Turbine shall be defined as a turbine sized to meet less than 110% of the historic annual electric use of an individual site that is served by an individual utility meter.
- A description of potential obstructions that may affect the proposed turbine's AEO. Additional turbulence losses may be applied when the turbine site does not meet this recommendation. When the obstacles are trees, their mature height must be used to determine minimum turbine height.
- Aerial photos or images of the potential wind site.
- Elevation of the site (feet about sea level).
- A plot plan, on 8-1/2" x 11" paper, (multiple plans may be submitted, if scaling is an issue.) which includes the following:
 - o Property lines and physical dimensions of the property
 - o Location, dimensions, and types of existing major structures on the property

- o Location of the proposed wind system tower
 - o The right-of-way of any public road that is contiguous with the property;
 - o Location of any overhead utility lines;
 - o Location of utility meter; and
 - o Electrical interconnection location.
- Estimated annual energy output (AEO) of the proposed turbine.

The New York State Small windExplorer (<http://nyswe.awstruepower.com/>) Wind Professional Wind Resource Report must be used to determine average annual wind speed and estimated AEO. The Medium Estimate (including losses), listed under ‘Gross Energy’ at the bottom of the Report (i.e. the Net Energy Medium Estimate) will be used for determining AEO. A 2% Availability Loss must be included in the analysis. The terrain descriptions entered as part of the Wind Professional Report Data Entry must be able to be substantiated by the supporting documentation.

*The Small windExplorer is not appropriate for building-mounted turbines, towers less than 60 feet tall, towers greater than 140’ tall, or for turbines to be installed in an urban environment. For these systems, additional site assessment procedures will be required in order to validate the wind resource available to the turbine. The information provided by the installer will be reviewed on a case-by-case basis.

One-Line Diagram - A legible diagram using unique line characteristics and standard symbols to clearly describe the wind energy system as it will be installed. The One-Line Diagram must show all major system components from the wind turbine to the utility meter. Each conductor’s size and type is to be shown, as well as the relevant conduit characteristics (i.e. size and type, and length, if greater than 20’). The make, model, and voltage and amperage ratings of all overcurrent devices, switches, inverters, batteries and other relevant equipment are to be shown, as applicable. The Diagram should also make clear whether the system will be connected via a line-side tap or if it will be back-fed through a circuit breaker in the main service panel.

System designs must be in accordance with applicable local, State, and national codes and regulations, including the pending Article 694, Small Wind Electric Systems, of the 2011 National Electrical Code.

Installation Drawings - Provide copies of any tower foundation blueprints or drawings, tower blueprint or drawing, and any other documentation required by the Authority Having Jurisdiction (AHJ).

B. Attachment B

Installers must obtain all necessary permits, approvals, certificates, etc., including SEQR, from all authorities having jurisdiction. Copies of all necessary permits, approvals, certificates, as well as information requested on Attachment B must be attached to Attachment B, ”Permitting and SEQR Information.”

Under the provisions of the State Environmental Quality Review Act (SEQR), NYSERDA must determine if the funding of any action may have a significant impact on the environment, regardless of any other authority’s determination. The issuance of a Negative Declaration by any authority having approval authority will be considered by NYSERDA in its determination. If no local authority has SEQR jurisdiction, a completed SEQR “Short Form” Environmental Assessment Form (“EAF”) and Appendix B, The Visual EAF Addendum, must be provided. Additional documentation may also be required at NYSERDA’s sole discretion.

Installers are encouraged to obtain all necessary pre-construction permits, approvals, certificates, etc. from each AHJ prior to ordering equipment. NYSERDA will not approve an application nor process any payments without proof that all necessary permits and approvals have been obtained.

V. INSTALLER ELIGIBILITY

To apply for status as an Eligible Installer, an individual must complete and submit Attachment F, "Installer Eligibility Application Form," along with the required supporting documentation. Since the incentives offered under this program will close on June 30, 2011, installer eligibility applications will only be accepted until March 31, 2011. An applicant's eligibility will be determined and maintained for specific wind turbines depending on the types of wind energy systems the applicant has experience installing. A letter from the manufacturer stating that the installer is an authorized dealer of their product, listing the specific products, and the statement that in the event of a dealer default, the manufacturer will honor the NYSERDA full warranty, as stated in Attachment C - Addendum to Customer Purchase Agreement, must be provided.

Determinations of eligibility will be based on factors such as acceptance of all program terms and conditions, training, extent and type of installation experience, customer references, and proof that an applicant may purchase at least one of NYSERDA's Eligible Wind Turbines. Site assessment skills, wind resource and energy estimation skills, and professionalism will also be evaluated. Past performance under NYSERDA programs is a critical criterion for determining eligibility and the conditions of eligibility under this solicitation. To become eligible, applicants will be required to sign and comply with the Standard Terms and Conditions (Attachment G). If an Eligible Installer, Installation Company employees, or subcontractors do not meet all program terms and conditions or program requirements, the Eligible Installer will be subject to termination or suspension actions as described in Attachment G, "Standard Terms and Conditions."

Installers must meet all insurance requirements (both commercial general liability and commercial automobile liability insurance) as specified under Section 10 of Standard Terms and Conditions (Attachment G). Each insurance certificate must name NYSERDA and the State of New York as additional insureds. Proof of insurance must be provided to NYSERDA and submitted with the signed copy of the Standard Terms and Conditions.

Installers must demonstrate adequate competency installing wind energy systems. In order to obtain and retain eligibility in this program, installers must demonstrate that they have installed a wind energy system or participated in hands-on training for the installation of a wind energy system within the previous two years. Installers approved under PON 1098 are eligible for this program, providing their insurance is current and there have been no substantial changes that could affect their program eligibility. NYSERDA may refuse to grant eligibility for any reason.

Once notified of eligibility in writing by NYSERDA, an Eligible Installer may then submit applications for incentives for specific customers, under the terms and conditions described in PON 2097. Review of Eligible Installer Applications may take up to 30 days.

NYSERDA's Rights and Limitations - NYSERDA may deny or revoke eligibility for any reason, including, but not limited to: inadequate training, inadequate experience, poor references, failure to act professionally, fairly, and in good faith with NYSERDA or customers, providing false information to NYSERDA or customers, poor performance in previous NYSERDA programs, and committing actions that would be subject to disciplinary actions under Section 3(b) of Attachment G, "Standard Terms and Conditions."

Neither NYSERDA nor the State of New York endorses any Eligible Installer, Installation Company, or Eligible Wind Turbine. In addition, NYSERDA and the State of New York does not guarantee, warrant, or in any way represent or assume liability for any work proposed or carried out by an Eligible Installer or Installation Company. NYSERDA is not responsible for assuring that the design, engineering, or construction of the project or installation of any wind energy 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 wind energy systems or the adequacy or safety of such measures.

VI. ELIGIBLE WIND TURBINES

Only commercially available wind turbines with a proven record for power performance, reliability, safety, and acoustics will be considered for funding. To gain eligibility for a wind turbine to receive funding under this program, a manufacturer or dealer must complete and submit Attachment H, Eligible Wind Turbine Application Form, with all of the information requested.

NYSERDA requires that manufacturers or dealers of wind turbine provide one of the following:

1. Evidence that an international organization, accredited to EN45011, has certified that the turbine meets the appropriate sections of IEC 61400 for acoustics, durability, safety, and performance standards (For small turbines, this includes IEC 61400-2, IEC 61400-11, and IEC 61400-12).
2. Evidence that an independent certifying agency has certified that the turbine meets the requirements of the AWEA Small Wind Turbine Performance and Safety Standard, AWEA 9.1 – 2009.
3. Evidence that wind turbine has been certified by the Small Wind Certification Council (SWCC) including the SWCC Certification Label.
4. If the turbine is too large to be compliant with AWEA 9.1 - 2009, then the procedures outlined in Attachment I must be followed.

In addition, the manufacturer or dealer must submit the technical specifications on the wind turbine, inverter, and tower, as well as the power curve in graphic and table form, from IEC 16400-12-1.

NYSERDA reserves the right to deny eligibility of any wind turbine for any reason including but not limited to: poor performance, concerns about wind turbine's design, concerns about the quality of data presented, or lack of manufacturer support for maintenance and warranties. Review of Wind Turbine Applications may take up to 60 days. Turbines eligible for funding under PON 1098 will remain eligible under PON 2097.

VII. GENERAL CONDITIONS

Proprietary Information - Careful consideration should be given before confidential information is submitted to NYSERDA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes.

The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSERDA that the proposer wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 www.nyserda.org/about/nyserda.regulations.pdf. However, NYSERDA cannot guarantee the confidentiality of any information submitted.

Omnibus Procurement Act of 1992 - It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises, as bidders, subcontractors, and suppliers on its procurement Agreements.

Information on the availability of New York subcontractors and suppliers is available from:

Empire State Development
Division For Small Business
30 South Pearl Street
Albany, NY 12245

A directory of certified minority- and women-owned business enterprises is available from:

Empire State Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, NY 12245

Tax Law Section 5-a - NYSERDA is required to comply with the provisions of Tax Law Section 5-a, which requires a prospective contractor, prior to entering an agreement with NYSERDA having a value in excess of \$100,000, to certify to the Department of Taxation and Finance (the "Department") whether the contractor, its affiliates, its subcontractors and the affiliates of its subcontractors have registered with the Department to collect New York State and local sales and compensating use taxes. The Department has created a form to allow a prospective contractor to readily make such certification. *See*, ST-220-TD (available at http://www.tax.state.ny.us/pdf/2006/fillin/st/st220td_606_fill_in.pdf). Prior to contracting with NYSERDA, the prospective contractor must also certify to NYSERDA whether it has filed such certification with the Department. The Department has created a second form that must be completed by a perspective contractor prior to contacting and filed with NYSERDA. *See*, ST-220-CA (available at http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf). The Department has developed guidance for contractors which is available at http://www.tax.state.ny.us/pdf/publications/sales/pub223_606.pdf.

Contract Award - NYSERDA anticipates having multiple Eligible Installers under this solicitation. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations. Each application should be submitted using the most favorable cost and technical terms. NYSERDA may request additional data or material to support applications. NYSERDA will use the Terms and Conditions (Attachment G) to contract with successful applications.

Limitation - This solicitation does not commit NYSERDA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in NYSERDA's best interest.

Disclosure Requirement - The proposer shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each. When a proposer is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of NYSERDA after the award of a contract, NYSERDA may exercise its stop-work right pending further investigation, or terminate the agreement; the contractor may be subject to penalties for violation of any law which may apply in the particular circumstances. Proposers must also disclose if they have ever been debarred or suspended by any agency of the U.S. Government or the New York State Department of Labor.

VIII. ATTACHMENTS

Attachment A - Customer Incentive Application Form
Attachment B - Permitting and SEQR Information
Attachment C - Addendum to the Customer Purchase Agreement - Standard Terms and Conditions
Attachment D - Initial Incentive Payment Form (65% of Approved Incentive)

Attachment E - Final Incentive Payment Form (35% of Approved Incentive)
Attachment F – Installer Eligibility Application Form
Attachment G - Eligible Installer Agreement - Standard Terms and Conditions
Attachment H - Eligible Wind Turbine Application Form
Attachment I - Eligibility Requirements for Midsize Turbines

Customer Incentive Application Form - PON 2097

Installation Information

Attachment A

Name of Eligible Installer _____

NYSERDA Installer Number _____

Owner Name: _____

Installation Address: _____

Town/Village/City: _____ Zip Code: _____

County: _____

Owner Phone Number: _____ Owner E-mail: _____

Utility service territory: _____ Does the customer contribute to the RPS? (Yes / No)

Building type: Single Family Residential 2-4 Family Residential Over 4 Family Residential

Commercial Farm (over \$10,000 per year income) Commercial or Industrial School with Wind Curriculum Not-for-Profit Municipal or County Government Other Government Other: _____

Installation Team -

Identify the Eligible Installer(s) and other people that will be part of the Installation Company's installation team:

Will a subcontractor be used during the installation the wind energy conversion system? Yes No If so, Identify the subcontractor, individuals that will be working on the installation, and the tasks to be performed:

Required System Documentation - Each Incentive Application **must** include the information below and, as attachments, the items listed in the Part 1 checklist.

Wind Turbine Manufacturer _____ Model _____

Tower height (in feet) _____ Type of tower (i.e. guyed, SSV, tilt-up) _____

Height to tip of wind generator blade (in feet) _____

Inverter or Interconnection Equipment Manufacturer _____

Model _____

Is equipment included on the Department of Public Service Certified Interconnection Equipment List?

(<http://www.dps.state.ny.us/08E1018/SIRDevices.pdf>) (Yes / No)

If batteries are part of this system, What is their capacity (A-h), manufacturer, and model: _____

Wind generator rating at 11 m/s: _____ (kW)

Annual average wind speed (at hub height): _____ (meters/second)*

Estimated annual energy output considering obstacles and other losses: _____ (kWh)*

* Wind Speed and Annual Output estimates must be provided from the *Small windExplorer*.

Customer's annual electric usage: _____ (kWh)

Percentage of electrical use offset by the wind generation system _____ %

Estimated total installed system cost before incentive: \$ _____

Expected incentive amount: \$ _____

Expected date of installation: _____ Expected date of interconnection: _____

Required Site Documentation –

Latitude _____ ° _____ ’ _____ ” Longitude _____ ° _____ ’ _____ ”

Coordinate System (circle): NAD 83, WGS84, NAD27

Customer’s lot size (acres) _____

Closest distance (in feet) between base of the tower and:

- 1) human-occupied building owned by the customer _____
- 2) human-occupied building on a neighboring property _____
- 3) other structures or buildings _____
- 4) property line _____
- 5) power lines _____

Identify tallest obstacle within 500 feet of the tower:

Bearing	Distance from WECS (Feet)	Height of Obstruction (Feet)	Description
N			
NE			
E			
S			
SE			
SW			
W			
NW			

The bottom of rotor must be 30 feet above any obstacle within 500’ of tower in every direction. When the obstacles are trees, their mature height must be used to determine minimum turbine height.

For building-mounted or turbines installed in an urban environment, the installer must provide detailed site-specific evidence of the average annual wind speed at hub height and the estimated annual energy output.

Checklist: (This following should be attached to this form, in this order)

- Signed copy of Installer-Customer Purchase Agreement.
If hiring a general subcontractor, provide:
 - Signed copy of each subcontractor agreement
 - Copy of subcontractors' insurance certificates (liability and auto)
- Signed copy of Attachment C – Addendum to Customer Purchase Agreement.
- Proof of 5-Year full parts and labor warranty on complete system.
- Copy of a utility bill showing proof of payment by customer into Renewable Portfolio Standard (RPS) (or letter from utility if not indicated on electric bill) and annual kWh usage.
- A Wind Site Assessment (see PON 2097, Section IV)
- Small windExplorer Wind Professional Report*. (If appropriate; additional analysis may also be included.)
- One-line electrical drawing
- Installation drawings, as required by the AHJ.
- Cut sheets on all major components, the installation manual for the system, and the operation and maintenance instructions; **only if** this is the first time the Installer has proposed using these components for a NYSERDA-funded installation.

Certification Statement

I certify that all information provided in this application, including worksheets and analysis and permits and approvals, is true and correct to the best of my knowledge. I certify that construction of the foundation or installation of the wind energy conversion system will not commence until NYSERDA approves the incentive application. I certify that I am responsible for the wind energy conversion system installation and that the wind energy conversion system will be installed in compliance with all program requirements, terms, and conditions. I certify that I have reviewed and will comply with Attachment C – Addendum to Customer Purchase Agreement and the Standard Terms and Conditions of PON 2097.

Installer Signature: _____ Date: _____

I certify that all information provided in this application, including worksheets and analysis and permits and approvals, is true and correct to the best of my knowledge.

Customer Signature: _____ Date: _____

All forms and attachments should be sent to:
New York State Energy Research and Development Authority,
PON 2097: Wind Incentive Application
17 Columbia Circle
Albany, NY 12203-6399

FAXED FORMS WILL NOT BE ACCEPTED.

Forms, attachments, and links may alternatively be e-mailed to SmallWind@nyserda.org.

For Internal Use Only

Date Received by NYSERDA _____

Completed Form and All Required Attachments ____ Yes ___No

Approved _____ Date _____

Denied _____ Date _____

Incentive Application Form - PON 2097
Permitting and SEQR Information
Attachment B

Name of Eligible Installer _____ NYSERDA Installer Number _____

Owner Name: _____

Installation Address: _____

Town/Village/City: _____ Zip Code: _____

County: _____ Town/Village/City where Wind Energy System will be installed: _____

State Environmental Quality Review Act (SEQR) Information - Under the provisions of SEQRA, NYSERDA must determine if the funding of any action may have a significant impact on the environment, regardless of any other authority's determination. NYSERDA does not consider the installation of a wind turbine to be a Type II Action. The installer is responsible for ensuring that each project complies with the requirements of SEQR. NYSERDA will not commit to providing incentives on any project until NYSERDA has made a determination under SEQRA. NYSERDA RESERVES THE RIGHT NOT TO PROVIDE INCENTIVES FOR CERTAIN SEQRA TYPE I PROJECTS. YOU MAY NEED SPECIFIC AUTHORIZATION FROM NYSERDA TO PROCEED UNDER THE PROGRAM. Please review the SEQR requirements for each project early in the developmental stage, and before entering a contract with a customer that reflects NYSERDA participation. Please contact NYSERDA if you have any questions regarding these requirements.

Complete the section that applies to the Customer's specific situation:

1. If any local governmental entity has discretionary permitting authority and a public hearing on the project was held, provide:
 - Appropriate State Environmental Quality Review Environmental Assessment.
 - Evidence that the locality has discretionary permitting authority. (copy of zoning)
 - Copy of the local zoning regulation that pertains to height, if applicable.
 - Evidence that a public hearing on the project was held and that all neighbors within 750 feet of the tower base received notices of this hearing in a timely manner.
 - Evidence of Determination (i.e. Negative Declaration, etc.).
 - Resolution (if one was prepared).

2. If any local governmental entity has discretionary permitting authority and a public hearing on the project was not held, provide:
 - Appropriate State Environmental Quality Review Environmental Assessment.
 - Evidence that the locality has discretionary permitting authority. (copy of zoning)
 - Copy of the local zoning regulation that pertains to height, if applicable.
 - Letters of acceptance from all neighbors within 750 feet of the tower base.
 - Evidence of Determination (i.e. Negative Declaration, etc).
 - Resolution (if one was prepared).

3. If no local governmental entity has discretionary permitting authority or any governmental authority has determined the action is be of Type II AND the total height of the wind generator (including the blades) is ***under 100 feet***, provide:
 - A letter from the governmental authority indicating that there is no zoning or that they have determined the action to be of Type II; and contact information for town, county, and other governmental authority officials.
 - A description of what will be done, including a textual summary of information in the Environmental Assessment Form.
 - Completed Full Environmental Assessment Form with the Visual EAF Addendum.
(http://www.dec.ny.gov/docs/permits_ej_operations_pdf/longeaf.pdf & http://www.dec.ny.gov/docs/permits_ej_operations_pdf/visualeaf.pdf)
 - Letters of acceptance from all neighbors within 750 feet of the tower base.
4. If the total height of the wind energy conversion system (including blades) is over 100 feet above original ground level in a locality without any zoning regulation pertaining to height; the installer should contact NYSERDA immediately for a determination on how to proceed. This is a Type I Action.

For a more comprehensive description of the SEQRA process visit www.dec.state.ny.us

Certification Statement

I certify that all information provided in this application, including worksheets and analysis and permits and approvals, is true and correct to the best of my knowledge. I certify that construction of the foundation or installation of the wind energy conversion system will not commence until NYSERDA approves the incentive application. I certify that I am responsible for the wind energy conversion system installation and that the wind energy conversion system will be installed in compliance with all program requirements, terms, and conditions. I certify that I have reviewed, and will comply with Attachment B - Addendum to Customer Agreement and the Standard Terms and Conditions of PON 1098.

Installer Signature: _____ Date: _____

I certify that all information provided in this application, including worksheets and analysis and permits and approvals, is true and correct to the best of my knowledge.

Customer Signature: _____ Date: _____

All forms and attachments should be included with Attachment D-1 or sent to:

New York State Energy Research and Development Authority,

PON 1098: Wind Incentive Application - SEQR

17 Columbia Circle

Albany, NY 12203-6399

FAXED FORMS WILL NOT BE ACCEPTED.

Forms, attachments, and links may alternatively be e-mailed to SmallWind@nyserda.org.

For Internal Use Only

Date Received by NYSERDA _____

Completed Form and All Required Attachments ____ Yes ____ No

Approved _____ Date _____

Denied _____ Date _____

Addendum to Customer Purchase Agreement Attachment C

This addendum has been developed to identify significant issues that the Parties to this Agreement should recognize. The NYSERDA Eligible Installer is identified below as “Installer” and the Customer/Owner is identified below as “Customer”. To be eligible for incentives from NYSERDA, all Customer Purchase Agreements must include a copy of this Addendum signed by both the Installer and the Customer.

Eligibility of Incentives:

NYSERDA Eligible Installers: Incentives are available only for the installation of new equipment and wind energy systems that have not been installed (partially or completely) prior to NYSERDA approval of a completed incentive application. The Installer is required to be on-site for a minimum of the assembling and erecting of the wind turbine and tower, and the wind energy system commissioning. Customers are encouraged to contact NYSERDA at 1-866-697-3732, if the Installer is not on-site as required. Incentives will not be provided directly to Customers purchasing or installing wind energy systems. Incentives are only available to Installers who are Eligible Installers under NYSERDA’s PON 2097 Program. (See: www.PowerNaturally.org) Incentives provided to a NYSERDA Eligible Installer must be passed on to the Customer, in their entirety.

Review of System Design: After a completed incentive application is submitted to NYSERDA, NYSERDA will review the design of the wind energy system. When NYSERDA approves an incentive application, the incentive is contingent on strictly adhering to the approved system design. Installers must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be disqualified.

Eligible Customers: Incentives are available to electricity distribution customers of: Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, National Grid, Orange and Rockland Utilities, Inc. and Rochester Gas and Electric Corporation who contribute to the Renewable Portfolio Standard (sometimes referred to as ‘RPS’ on utility electric bills).

Warranty: Contractor/Eligible Installer will provide a full warranty to the purchaser of the wind energy system installed under this Agreement for a period of 5-years after installation. This warranty covers all components of the system against breakdown or excessive degradation in electrical output. This warranty covers the full costs, including labor and repair or replacement of defective components or systems. If a battery back-up is installed under this Agreement, Contractor/Eligible Installer offers 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.

The above warranties do not cover vandalism, theft, repairs not authorized by the Eligible Installer, or Force Majeure events. Annual maintenance may be required; maintenance costs are not covered by this Addendum. Failure of the Installer to provide annual maintenance does not invalidate this Warranty.

Title to RPS Attributes: The Commission Orders provide that the RPS Program will support and promote an increase, to 30%, of the percentage of the energy consumed in NYS that comes from renewable sources. When assessing and reporting on progress towards that goal, or on the composition of the energy generated and/or consumed in NYS, NYSERDA and the NYS Department of Public Service will include all electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program, for the life of such projects, and the environmental attributes associated with such energy, whether metered or projected, as a part of any report, evaluation, or review of the RPS Program, whenever any such report, evaluation, or review may be conducted or issued, as renewable energy consumed in NYS. No party, including but not limited to owners, lessees/lessors, operators, and/or associated contractors shall agree to or enter any transaction that would or may be intended to result in the exportation or transmittal of any electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program to any party or system outside of New York State.

Data Monitoring: For a period of two years, the Installer ____ Customer ____ [Please designate and initial] must take monthly readings measuring the energy generation of the wind energy system. If neither is checked, the responsibility becomes the Installer's.

Data Reporting: The Installer must submit the above energy generation data to NYSERDA two times per year for two year monitoring period.

Quality Control: For quality control purposes, Customer must provide NYSERDA with reasonable access to the wind energy system for inspection purposes. Final incentive payments may be contingent on NYSERDA inspecting an installed system.

Publicity and Site Events: Customers are required to collaborate with NYSERDA's Director of Communications should they prepare any press release or plan any news conference related to the wind energy system. NYSERDA is authorized to use photographs of the wind energy system in brochures, on its web site, and in other print materials.

PowerNaturally.org: Customer is encouraged to consult www.PowerNaturally.org for information about NYSERDA's programs and renewable energy. Customer is encouraged to consider estimates from three Eligible Installers before having a wind energy system installed.

Tax Incentives: If the Installer has provided information regarding the expected tax benefits (real property, federal or state tax incentives, or sales and use tax exemptions), as with any tax issue, Customer is encouraged to consult the Internal Revenue Service (*See:* www.irs.gov), the NYS Department of Taxation and Finance (*See:* www.tax.state.ny.us) and an accountant/tax adviser for details on eligibility for the credit provided in the law.

Net Metering: If the Installer has provided information regarding the expected eligibility for net metering, the Customer is encouraged to consult with their local utility.

Cost Estimate/ Total System Price: The Customer has relied upon the cost estimate or price provided by the Installer in this Agreement to include any and all costs to install the system.

If the Installer seeks to recover additional costs from the Customer for this installation that is a material departure from the original price or cost estimate, Customer may terminate this

Agreement without penalty and seek a full refund of any deposit paid to Contractor/ Installer or costs the Customer incurred under this Agreement less any reasonable site visit fees charged by the Installer.

Incentive Estimate: If Installer does not submit a completed incentive application to NYSERDA, or if the incentive application submitted by the Installer (a) is not approved by NYSERDA or (b) if NYSERDA approves a lower incentive, Customer may terminate this Agreement without penalty and seek a full refund of any deposit paid to Installer or costs he or she incurred under this Agreement.

Completion/Commissioning: Installer agrees to complete installation of the wind energy system and request all necessary inspections within 120 days of Installer's receipt of the first incentive payment from NYSERDA. Unless otherwise agreed upon in writing by NYSERDA and Installer, if the system is not installed within 120 days of Installer's receipt of the first incentive payment from NYSERDA, the Parties recognize that the Installer will be required to return any and all incentive payments to NYSERDA.

Consumer Information: New York consumers have a variety of resources for information regarding home improvement contracting. Customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information:

http://www.oag.state.ny.us/consumer/tips/home_improvements.html

The NYS Consumer Protection Board offers additional information with the following publications:

http://www.consumer.state.ny.us/pdf/home_improvements.pdf

<http://www.consumer.state.ny.us/pdf/homeimprovflyer.pdf>

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

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

Certification Statement: By signing, the Parties certify that they have read and understand the above information and requirements and agree to abide by them.

Customer: By signing below, the Customer certifies that he or she contributes to the Renewable Portfolio Standard (RPS) through a monthly electric utility bill. Please email NYSERDA at smallwind@nyserda.org regarding any questions or to check the status of your application.

Customer Signature: _____ Date: _____

Print Name: _____

Installer: By signing below, the Installer certifies that he or she is: (1) eligible to participate in NYSERDA's Incentive Program; (2) in compliance with the Terms and Conditions of NYSERDA's Program; and (3) is bound by the Terms and Conditions of this Agreement.

Installer: _____ Date: _____

Print Name: _____

Initial Incentive Payment Form - PON 2097
65% of Approved Incentive Amount
Attachment D

Eligible Installer: _____ Wind Project Number: _____

Billing Address for Eligible Installer: _____

Installation Company's Federal Identification Number: _____

Customer Name: _____

Installation Address: _____

Date All Equipment is Delivered to Customer Site: _____

Total Approved Incentive Amount \$ _____

Initial Incentive Payment Requested (65% of Total Approved Incentive) \$ _____

Note: All wind system components and equipment must be delivered to the customer site within 120 days of when a customer incentive is approved by NYSERDA. If components and equipment are not delivered to the customer within 120 days, the incentive reservation may be revoked by NYSERDA. Installers may resubmit incentive requests for the same or different customer at any time while the program is open. Exceptions may be made on a limited, case-by-case basis.

This form must be completed to receive 65% of the approved incentive value for this customer's wind energy conversion system. Please attach a copy of the equipment packing slip for the wind equipment **signed by the customer**, to indicate that the all system components have been shipped to a customer's site, to the completed invoice form.

Checklist: (This form will be returned if the following are not included)

- Itemized packing slip for all system components signed by customer.

Certification Statement-

I certify that all information provided in this form, including all attachments, are true and correct to the best of my knowledge.

Customer Signature _____ Date _____

Installer Signature _____ Date _____

All Forms and Attachments should be sent to:

New York State Energy Research and Development Authority
PON 2097 – Attachment D
17 Columbia Circle
Albany, NY 12203-6399

FAXED FORMS WILL NOT BE ACCEPTED.

Forms and attachments may alternatively be e-mailed to SmallWind@nyserda.org.

For Internal Use Only

Date Received by NYSERDA _____

Completed Form and All Required Attachments _____ Yes ___ No

Approved _____ Date _____

Denied _____ Date _____

Final Incentive Payment Form - PON 2097
35% of Approved Incentive Amount
Attachment E

Eligible Installer _____ Wind Project Number: _____

Billing Address for Eligible Installer: _____

Installation Company's Federal Identification Number: _____

Customer Name: _____

Installation Address: _____

Installation Date: _____ Interconnection Date: _____

Total Approved Incentive Amount \$ _____

Final Incentive Payment Requested (35% of Total Approved Incentive) \$ _____

This form must be completed (including attachments) to receive the final 35% of the approved incentive value for this customer's wind energy conversion system. Attach proof of system interconnection from utility provided or date of completed NYSERDA inspection.

Checklist: (This form will be returned if the following are not included)

- Proof of Interconnection
- Proof of Electrical Inspection [If required by the Authority Having Jurisdiction (AHJ)]
- Proof of final approval by each AHJ.

Certification Statement

I certify that all information provided in this form, including all attachments, are true and correct to the best of my knowledge. I certify that installation of the wind energy system (WES) did not commence until NYSERDA approved the incentive application. I certify that I was responsible for the installation of the WES and that it was installed in compliance with all program requirements, terms, and conditions. I certify that at least one of the Eligible Installer(s) indicated on the Incentive Application (Attachment A) was present for the assembly, erection, and commissioning of the WES.

Installer Signature _____ Date _____

All installation and interconnection responsibilities have been completed by the installer as agreed to in the Customer Purchase Agreement.

Customer Signature _____ Date _____

All forms and Attachments should be sent to:
New York State Energy Research and Development Authority
PON 2097: Attachment E
17 Columbia Circle
Albany, NY 12203-6399

FAXED FORMS WILL NOT BE ACCEPTED.

Forms and attachments may alternatively be e-mailed to SmallWind@nyserda.org.

For Internal Use Only

Date Received by NYSERDA _____

Completed Form and All Required Attachments _____ Yes ___ No

Approved _____ Date _____

Denied _____ Date _____

Installer Eligibility Application Form - PON 2097
Attachment F

Contact Information

Name of Installer: _____

Name of Firm: _____

Mailing Address: _____

City _____ State _____ Zip _____

E-mail: _____

Phone Number (____) _____ Fax (____) _____

Job Title: _____ No. of Years in Current Position/Firm: _____

Previous Employment if in Current Position for Less than 2 Years: _____

Contact Name and Number for Previous Employer, if Applicable: _____

Make and model of wind turbine(s) you would like to be eligible to install

Experience

Number of years professionally installing and/or designing wind systems:

For the years of experience reported above, was your role primarily as a supervisor or as a member of the installation team? _____

Please attach additional information to further explain if necessary.

Total number of wind installations: Completed _____ Grid Connected _____ Off-Grid _____

Identify, by system type, the total number of installations completed for grid-connected wind systems (use an attachment if necessary):

System Size/Make & Model	Number of Installations
--------------------------	-------------------------

_____	_____
_____	_____
_____	_____

Installer Eligibility Application Form - PON 2097

Attachment F

Past Wind System Customer References (references for grid-connected systems are preferred):

Name	Phone number	System Size/Type
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Additional references may be attached. Although it is preferred that installers have installed at least three wind systems, if you do not have 3 references for completed installations, please attach any relevant documentation to demonstrate your skills and experience related to installing a wind system.

Training/Education

Attach a list of all relevant training and education, description, date of training or education, for all completed, relevant courses or programs. Attach a description of each course and the contact information for the instructor or organizer of the course. Highlight nationally accredited training or courses. Summarize Educational Background (include attachments if necessary):

Professional Affiliations: _____

Installer Credentials

Are you an Authorized Dealer? Yes / No

Provide a letter from the manufacturer that they will hold the customer harmless during the warranty period, in the event of dealer default.

Do you have the required insurance?

\$1 million in general liability insurance and auto insurance is required.

- NYSERDA should be the Certificate Holder and under the Description of Operations, it should state that "NYSERDA and the State of New York are additional insureds with respect to work being performed on behalf of the insured regarding customer-sited wind installations under PON 2097."

Installer Eligibility Application Form - PON 2097 Attachment F

Checklist (This form will be returned if the following are not included or attached)

- References for at least three installed systems or documentation of experience.
- Documentation of Training/Instruction and/or Educational Background.
- Manufacturer's authorization letter
- For NYSERDA's web site, a list of counties you either will or will not work in.

Review of an application will take approximately 30 days. Applicants granted eligible installer status will be forwarded a copy of the Eligible Installer Agreement (Attachment G) for signature and return, with proof of insurance (see Section IV of Attachment G).

CERTIFICATION STATEMENT

I certify that all information provided in this Form, including any attachments, is true and correct to the best of my knowledge.

Applicant Signature: _____ Date: _____

All forms and Attachments should be sent to:
New York State Energy Research and Development Authority
PON 2097 Wind Installer Application
NYSERDA
17 Columbia Circle
Albany, NY 12203

E-MAILED FORMS WILL BE ACCEPTED and should be sent to SmallWind@nyserda.org .

For Internal Use Only

Date Received by NYSERDA _____

Completed Form and All Required Attachments _____ Yes _____ No

Approved _____ Date _____

Denied _____ Date _____

Eligible Installer Agreement
PON 2097 - On-Site Wind Turbine Incentive Program

Attachment G

This Agreement is completely voluntary and can be terminated at any time for any reason by either NYSERDA or the Eligible Installer.

1. Incentives

(a) Incentive availability - Subject to these Terms & Conditions, the New York State Energy Research and Development Authority (“NYSERDA”) will pay incentives to Eligible Installers who install approved, new, grid-connected wind energy systems for Eligible Customers. Incentive levels are outlined in Section II of Program Opportunity Notice (PON) 2097. Incentives are only available to Eligible Installers and incentives must be passed on to customers. Eligible Installers are required to pass the full incentive amount to the customer in a timely manner, consistent with project milestones.

(b) Eligible Customers - Eligible Customers are New York electricity distribution customers of: Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, National Grid, Orange and Rockland Utilities, Inc. and Rochester Gas and Electric Corporation who pay into the Renewable Portfolio Standard (sometimes referred to as ‘RPS’ on utility electric bills).

(c) Incentive reservation expiration - Once NYSERDA has approved an incentive reservation, all system components must be delivered to the customer’s site within 120 days, or the reservation will be revoked and become void unless NYSERDA has provided written approval of a written request to extend the reservation. Exceptions may be made on a limited, case-by-case basis.

(d) Initial payment procedure - NYSERDA will pay 65% of the approved incentive for an approved system, upon receiving proof that all major approved system components and equipment have been delivered to a customer’s site. Major approved system components and equipment include, at a minimum, the complete wind turbine, tower, inverter, and batteries if applicable. A packing slip verifying delivery of all wind energy system components, signed by the customer is required for proof for payment.

(e) Installation schedule - The Installer must complete installation of the wind energy system and request all necessary inspections within 120 days of Installer’s receipt of the first incentive payment from NYSERDA. Unless otherwise agreed upon in writing by NYSERDA and Installer, if the system is not installed within 120 days of Installer’s receipt of the first incentive payment from NYSERDA, the Parties recognize that the Installer will be required to return any and all incentive payments to NYSERDA.

(f) Final payment procedure - The remaining 35% shall be paid once the wind energy system is operating, has been connected to the utility grid, inspected by all authorities having jurisdiction, and/or after a NYSERDA system inspection to verify whether a system is properly installed. Documentation for all applicable utility, state, city, town, and other inspections and approvals must be attached to Attachment F. Final incentive payments may be contingent on NYSERDA inspecting an installed system. Inspections will be made within a reasonable time after a system is installed and are not intended to significantly delay a final incentive payment if all program requirements have been met.

(g) Post-installation verification - If NYSERDA determines that the wind energy system is not installed in a manner that is consistent with this program, the manufacturers' instructions, or generally accepted good practices, NYSERDA may require changes before making any payments, elect to not pay the incentive, or elect not to approve future incentives until changes have been made. NYSERDA will provide a written report to the customer and the installer summarizing the results of the post-installation inspection.

(h) Right to deny payment - Notwithstanding any other provision of this Agreement, NYSERDA reserves the right to deny payment of an incentive or seek a refund for incentives paid if, at any time, it learns that the approved wind energy system was not actually installed, not installed by, or under the supervision of an Eligible Installer, not installed as required under this PON (No. 2097) or this Agreement, or if a system was partially or completely installed prior to NYSERDA approval of an incentive payment. It is the Eligible Installer's responsibility to ensure that the terms and conditions of this Agreement are followed in good faith. If NYSERDA denies payment of an incentive because of a violation of a provision of this PON or this Agreement, the Eligible Installer must pay the incentive to the customer in a timely manner.

(i) Incentive Application Approval:

(1) Right to stop approving incentives - NYSERDA reserves the right, for any reason, to refrain from approving Incentive Application Forms for an individual installer or for all installers at any time without notice.

(2) Right to reduce incentives - NYSERDA reserves the right, for any reason, to reduce the incentives for systems being offered under the program, at any time, through written notice to Eligible Installers. Any reduction in incentive levels will not affect incentives or incentive reservations already approved by NYSERDA.

2. Installer Responsibility

(a) Business practices - The Eligible Installer and employees and subcontractors of the Installation Company shall treat customers fairly and in good faith, and deliver promised services in a timely,

responsible, professional, and competent manner. The Eligible Installer shall properly represent NYSERDA's Program and its relationship to NYSERDA, to customers, and the public.

(b) Capability to conduct business successfully - The Installation Company must have the financial resources to conduct business successfully. NYSERDA may request information to validate that the company has such resources.

(c) Responsible party - The Eligible Installer is required to meet all program terms and conditions and is responsible for systems installed partially or completely by other members of the Installation Company, subcontractors, or any other party designated by the installer to install the system.

(d) Employees and subcontractors - The Eligible Installer is required to ensure that all of the Installation Company's employees, assistants, or subcontractors meet the program requirements and Standard Terms and Conditions for the program. Additionally, any person performing work under this project must be qualified to do the work they perform, and must meet all applicable terms and conditions including, but not limited to, insurance requirements in Section 10 and NYSERDA's publicity clause in Section 12. Persons who assist the Installer and perform more than \$2,000 worth of work or who climb the tower shall be considered subcontractors for the purposes of this Agreement. If the Installation Company uses a subcontractor to perform the installation, the Eligible Installer must have a written agreement with the subcontractor and submit that agreement, along with insurance documentation for the subcontractor, to NYSERDA, along with the incentive application. NYSERDA reserves the right to request insurance documentation and subcontractor agreements for any subcontractor. The Eligible Installer is responsible for identifying all individuals who will participate in the installation of the wind energy system. On projects receiving incentives under this program, the Installation Company shall not employ or hire any individual or firm that has been suspended or terminated from this Program or any other NYSERDA program without NYSERDA's prior written permission.

(e) Supervision responsibilities - The Eligible Installer must be present on site for, or ensure that another Eligible Installer is present for a minimum of the assembling and erecting of the wind turbine and tower, and the wind energy system commissioning.

(f) Pre-installation verification - The Eligible Installer is responsible for performing a proper site evaluation to ensure that the site meets the requirements of NYSERDA's Program and to determine the feasibility of installing an end-use wind energy system.

(g) Sound installation practices - The Eligible Installer agrees that all systems are to be designed and installed in accordance with sound and currently accepted industry standards and practices.

(h) Maintenance - The Eligible Installer and the Installation Company are responsible for repairs, inspections, and maintenance of the wind energy systems.

(i) Wind energy system data readings - Meter readings must be conducted by the installer or customer at least once per month in monthly intervals for two years and energy and power

production data submitted to NYSERDA two times per year for two years for each installed system. This provision for meter readings and submission of data must be included in the Customer Purchase Agreement outlining who (the customer or the Eligible Installer) is responsible for data collection and reporting to NYSERDA.

(j) Permitting - The Eligible Installer must obtain all necessary permits, approvals, certificates, etc. from all authorities having jurisdiction for all installed systems. Copies of all necessary permits, approvals, certificates, etc must be attached to the Incentive Application Form, Permitting and SEQR Information (Attachment B). Payment forms will not be processed without the necessary permits, approvals, certificates, etc. attached.

Installers are urged to obtain all necessary pre-construction permits, approvals, certificates, etc. from all jurisdictions having authority prior to ordering equipment since NYSERDA will not process any payments without proof that all permits and approvals have been obtained.

(k) State Environmental Quality Review Act (SEQR) - The Eligible Installer is responsible for ensuring that each project complies with the requirements of SEQR. NYSERDA will not commit to providing incentives on any project until NYSERDA has made a determination under SEQR.

Please review the SEQR requirements for each project early in the developmental stage, and before entering a contract with a customer that reflects NYSERDA participation. Please contact NYSERDA if you have any questions regarding these requirements. For a more comprehensive description of the SEQR process visit http://www.dec.state.ny.us/website/dcs/seqr/seqr_1.html.

(j) Other Permits and Approvals - The Eligible Installer is responsible for identifying and obtaining all other required permits, approvals, certificates, etc. for the project. The Eligible Installer must submit to NYSERDA copies of any permits and approvals, certificates, etc. from all authorities having jurisdiction. If a building permit is not required, the installer must submit evidence that no such permit is required, including a contact name and number for verification by the authority having jurisdiction.

3. Installer Eligibility

(a) Application does not Entitle Applicant to Participate - Submission of a completed Installer Eligibility Application Form or Incentive Application Form does not entitle the Applicant to incentives under this program. If approved, an Incentive Application Form completed and submitted by an Eligible Installer will form a binding agreement between NYSERDA and the Eligible Installer.

(b) Compliance with program terms and conditions - The Eligible Installer acknowledges that failure to follow Program requirements and procedures will result in a loss of applicable incentives and possible termination of this Agreement. This agreement will be terminated if an Eligible Installer, its employees, or subcontractors do not meet all program terms and conditions or program

requirements. NYSERDA may suspend, revoke, or reduce the Installer's eligibility to provisional status, or refuse to accept incentive applications until the issue or violation is remedied by the installer. NYSERDA may suspend or terminate the Eligible Installer's participation in the Program for any reason. Actions taken by NYSERDA will reflect severity of the issue or violation that caused the actions to be taken. The number and frequency of issues or violations will also be considered by NYSERDA when determining the resulting action. If NYSERDA requests that an issue or violation be remedied, the effectiveness and promptness of the remedy will be considered when determining the resulting action. NYSERDA is solely responsible for determining the action that will be taken in response to an issue or violation of this PON or these Terms and Conditions. In all cases involving an Eligible Installer's status, or denial of program incentives, NYSERDA's written decision is final.

Issues or violations that may result in disciplinary action as described above, include, but are not limited to:

- Violating the provisions of this PON or this Agreement.
- Failure to maintain adequate financial resources and credit score necessary for performing under this Agreement.
- Failure to act professionally, fairly, and in good faith with the customer, NYSERDA, or NYSERDA's representatives.
- Inability to follow the program guidelines, requirements, and procedures.
- Failing to adequately inform customers of all program milestones, schedules, and requirements.
- Being unresponsive to NYSERDA or NYSERDA's representatives.
- Being unresponsive to customers' installation or service needs.
- Providing false or misleading information verbally or in writing to NYSERDA, NYSERDA's representatives, or to customers.
- Providing false or misleading information on NYSERDA's program or the installer's role in the program.
- Installing systems that violate NYSERDA's requirements, the National Electric Code, or other codes, equipment manufacturers' installation requirements, or generally accepted good installation practices.
- Failing to adequately and promptly address system problems as identified by NYSERDA or the customer or failure to adequately perform inspections and preventative maintenance.
- Repetitive errors in system design or performance calculations.
- Substantiated written complaints received by NYSERDA from customers that are significant or repetitive.
- Failing to honor the minimum 5-year full system warranty required under this program.
- Failing to complete installations within a reasonable time period, considering the circumstances of each installation.
- Having eligibility revoked in NYSERDA's PV program.

- Failing to pass the incentives to the customer in a timely manner, consistent with project milestones.
- Charging customers rates that are not fair and equitable, competitive and consistent.
- Charging the customer more than the cost of analysis and a site visit without adequate reason if an application is not approved or withdrawn.
- Failing to meet all reporting needs in a timely manner, including submission of performance data for each installed system for two years.

(c) Maintaining installation skills - Eligible Installers are required to maintain their wind energy system installation skills by participating in at least one wind energy system installation or attending at least one in-depth wind installation training course every 24 months. Installers who fail to meet this requirement will have their eligibility status changed to provisional and may be required to have an Eligible Installer present for their next wind installation.

(d) Maintaining insurance - NYSERDA may suspend the eligibility of an Eligible Installer if the Installation Company's insurance certificate filed with NYSERDA lapses. NYSERDA may reinstate the installer's eligibility once an updated insurance certificate has been filed. Incentive applications will not be accepted and incentive payments will not be made if the insurance certificate filed with NYSERDA lapses.

(e) Appeal Process - If an installer wishes to have NYSERDA reconsider a decision regarding termination of this Agreement as described in Section 3(b), the installer must submit a request for reconsideration in writing within 30 days of receipt of NYSERDA's Notice or determination. The request shall be addressed to:

Director of Contracts–PON 2097
 NYSERDA
 17 Columbia Circle
 Albany, NY 12203-6399

The request shall include reasons and any relevant documentation explaining why the installer believes NYSERDA should reconsider. NYSERDA will consider the request and issue a final decision.

4. Customer Purchase Agreement

Incentive Applications must include a Customer Purchase Agreement acceptable to NYSERDA that is signed by the Eligible Installer and the customer. A Customer Purchase Agreement must include, at a minimum the following:

- System information, including: installation location, installation schedule, a description of the system being purchased and an outline of system specifications, the make and model

of major system components, estimate of annual energy output, data collection responsibilities, warranty provisions, identification and location of easy-to-read meter, references to UL listing, etc.

- A realistic installation and interconnection schedule that takes into account NYSERDA and utility review requirements. For example, incentive applications should not have an expected installation date that does not include adequate time for NYSERDA to receive, review, and notify an eligible installer regarding the status or approval of an application (about 30 - 45 days depending on the level and type of SEQR review required).
- A system output analysis which shall include an estimate of annual energy output of the system with a description of the methodology used to determine the output estimate. The annual energy output estimate shall consider obstructions and include a range of energy outputs that reasonably reflect the uncertainty involved in forecasting the wind resource. This estimate shall be included as part of an Incentive Application Form (Attachment A).
- An economic analysis, including: total system and itemized costs, applicable incentives, payment schedule, a quote for routine maintenance for a minimum of the first two years, and economic analysis. The routine maintenance quote must include information on scope, timing, and cost of routine maintenance items.
- Attachment C of this Program, 'Addendum to Customer Purchase Agreement, Standard Terms and Conditions'.

5. Approved Systems

(a) Siting Considerations -

Under the provisions of the State Environmental Quality Review Act (SEQR), NYSERDA must determine if the funding of any action may have a significant impact on the environment. Attachment B, Permitting and SEQR Information, provides a list of the steps and supporting documents that are necessary for approval of NYSERDA funding. All wind installations must meet the requirements of the local zoning ordinances.

In addition, the following general criteria will apply:

- The minimum work zone distance between the tower base, and a property line or power line is the height of the wind energy system, above ground level, including the blades, plus 10%. (i.e., 1.1 times the total height of the wind energy system)
 - o Applicants may apply for an exemption with written permission from the neighbor and an indication from the neighbor that the use of land in the vicinity is consistent with the proposed wind energy system. There is no exemption for power lines.
- The minimum setback distance between the tower base and a non-customer, human-occupied building is ten times the rotor diameter.

- Applicants may apply in writing for an exemption from this minimum distance requirement; however, the applicant must demonstrate that they explained the possible problems of locating the wind energy system less than the requested distance from the building.
- For building-mounted applications, if the local municipality has an ordinance that stipulates the criteria for building-mounted wind turbines, then building-mounted wind turbines may be eligible for funding under this program, provided all other program requirements are met. If the local municipality does not have an ordinance that stipulates the criteria for building-mounted wind turbines, then a building-mounted wind turbine is not eligible for funding under this program.
- If multiple turbines are proposed for a site, there must be a distance of at least ten times the rotor diameter between the tower bases.
- The bottom of rotor must be at least 30 feet above any obstacle, in any direction, within 500' of the turbine

(b) Installation timing - Incentives are only available for wind energy systems that have not been installed (partially or completely) prior to NYSERDA approval of an incentive application submitted in accordance with the terms and conditions of PON 2097. Construction or partial construction of the foundation is considered partial installation of the wind energy system and shall not occur prior to NYSERDA's approval of an incentive application.

(c) Approved system design - Wind energy systems must be installed in accordance with the design submitted to and approved by NYSERDA. Any change in system design from the approved design must be approved in writing by NYSERDA prior to installing the wind energy system. Incentives will be revoked for systems that are installed prior to receiving approval from NYSERDA and for systems that are not installed according to the design submitted to and approved by NYSERDA.

(d) New equipment - All system components installed under this program must be new. Incentives are not available for used or refurbished equipment.

(e) Grid connection - All wind energy systems eligible for an incentive must be grid-connected, end-use applications. End-use wind energy systems are connected on the customer's side of the electric meter and electricity generated by the wind energy system offsets the customer's electricity purchases.

(f) Compliance with laws and codes - All approved systems, system components, and installations must comply with all and any manufacturers installation requirements, applicable laws, regulations, codes, licensing and permit requirements, including but not limited to, the New York State Building Code, the National Electric Code, and New York State's Standard Interconnection Requirements and all applicable state, city, town, or local ordinances or permit requirements.

(g) Eligible Wind Turbines - Only Eligible Wind Turbines may be installed under this program. A list of Eligible Wind Turbines is available at www.PowerNaturally.org.

(h) Inverters - All inverters and interconnection devices must be listed on the New York State Department of Public Service's list of Certified Interconnection Equipment. (<http://www.dps.state.ny.us/08E1018/SIRDevices.pdf>)

(i) Interconnection - The Eligible Installer is required to ensure that all approved wind energy systems that are designed to be interconnected to the electric grid have an appropriate interconnection agreement that meets New York State Standard Interconnection Requirements and must ensure that all approved systems are installed in compliance with that agreement.

(j) Other Electrical Components - All other electrical components of the systems such as charge controllers, batteries, wiring, and metering equipment must be certified as meeting the requirements of any relevant national and New York State codes and standards.

(k) Monitoring equipment - Each wind energy system must include, at a minimum, a cyclometer register kilowatt-hour meter (or a meter that can be read numerically by a customer or an "easy read meter") to read total energy output and a digital indication of power output to show instantaneous system output in kilowatts. The meter must have an accuracy of 5% and certificate of compliance from the manufacturer.

(l) Cost of Equipment - The Eligible Installer shall provide NYSERDA with copies of all invoices (including all materials, labor, and equipment costs) reflecting the total costs of purchasing the wind energy systems in the project (including the incentive). The invoices shall include a breakdown of all wind energy system components purchased for installation under this Agreement. In addition, NYSERDA may request any other reasonable documentation or verification of the cost to the customer of purchasing and installing the approved wind energy system.

(m) Title to equipment - Title to all of the equipment purchased under this Agreement shall vest with the customer purchasing the wind energy system.

6. Installation Site Visit / Inspections

(a) NYSERDA reserves the right to make a reasonable number of visits to the customer site during and after installation of the wind energy system, up to 24 months following the completion date of the project. Such visit(s) will be at a time convenient to the customer and made with at least one-week advance notice to the wind customer by NYSERDA.

(b) The purpose of the site visit(s) is to provide NYSERDA with an opportunity to evaluate the installed wind energy system in order to determine the actual kW production for program evaluation purposes and to verify installation compliance.

(c) NYSERDA will provide a written report summarizing the results of the approved system inspection to the customer and the installer.

7. Changes in the Program

The program and these Terms and Conditions may be changed by NYSERDA at any time. An Eligible Installer will be notified of changes via the e-mail address provided in Paragraph 13 below and through NYSERDA's web site. Approved applications, however, will be processed to completion under the Terms and Conditions in effect at the time the incentive application is approved by NYSERDA.

8. Warranties, Indemnification and Liabilities

(a) Wind energy system warranty - The Eligible Installer must provide the purchaser of the wind energy system with a full 5-year warranty. The warranty must cover all components of the wind energy system against breakdown or degradation in electrical output. The warranty shall cover the full costs, including labor, of repair or replacement of defective components or systems. The Eligible Installer is responsible for providing warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer.

(b) The system warranty required in this Agreement survives the term of this agreement.

(c) NYSERDA does not endorse, guarantee, or warrant any particular manufacturer, products or installer, and NYSERDA provides no warranties, expressed or implied, for any product or services. The Eligible Installer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, manufacturers, etc.

(d) Scope of NYSERDA review - The Eligible Installer acknowledges that neither NYSERDA nor any of its consultants are responsible for assuring that the design, engineering and construction of the project or installation of the wind energy systems are proper or comply with any particular laws (including patent laws), regulations, codes, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the wind energy systems or the adequacy or safety of such measures. The scope of review by NYSERDA of the installation of the wind energy systems is limited solely to determining whether program terms, conditions, and requirements have been met. It does not include any type of safety review.

(d) Indemnification - The Eligible Installer shall protect, indemnify, and hold harmless NYSERDA and the State of New York from, and against, all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon, or incurred by, or asserted against, NYSERDA or the State of New York resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Eligible Installer under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

(e) Release by the Applicant - The acceptance by the Applicant of final payment shall release NYSERDA from all claims and liability by the Applicant, its representatives, and assigns might otherwise have relating to this Agreement.

9. Miscellaneous

(a) This Agreement is the entire Agreement between the parties and supersedes all other communications and representations.

(b) If either NYSERDA or the Applicant desires to modify this Agreement, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.

10. Insurance

(a) The Eligible Installer, at no additional cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in Section 10(b) of this Agreement. All such insurance shall be evidenced by insurance policies, each of which shall: (1) name or be endorsed to cover the Eligible Installer as the insured, and NYSERDA and the State of New York as additional insureds; (2) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; (3) indicate that insurance covers NYSERDA PON 2097, or installing end-use wind energy systems; and (4) be reasonably satisfactory to NYSERDA in all other respects.

(b) The types and amounts of insurance required to be maintained under this Article are as follows:

(1) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and (2) Commercial automobile liability insurance in respect of motor vehicles owned, licensed or hired by the Installation Company for bodily injury liability, including death and property damage, incurred in connection with the performance of this Agreement, with minimum limits of \$500,000 in respect of claims arising out of personal injury, or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$500,000 in respect of claims arising out of property damage in any one accident or disaster.

(c) Prior to commencing the Work, the Eligible Installer shall deliver to NYSERDA, as an attachment to the Installer Eligibility Application Form (Attachment F) certificates of insurance issued by the

respective insurers, evidencing the insurance required in Section 10(b) and bearing notations evidencing the payment of the premiums thereon or accompanied by other evidence of such payment satisfactory to NYSERDA. In the event any policy furnished or carried pursuant to this Agreement will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Eligible Installer, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Eligible Installer shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Eligible Installer shall deliver to NYSERDA a certified copy of each policy.

11. Termination

This Agreement may be terminated by NYSERDA at any time with notice to the Eligible Installer as provided in Paragraph 13 below. In such event, compensation shall be paid to the Eligible Installer for Work performed and expenses incurred for approved installations prior to the effective date of termination. Upon receipt of any such notice of termination, the Eligible Installer shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments. Compliance with the terms and conditions in the Customer Purchase Agreement and the requirement to submit wind energy system data readings survive termination of this Agreement.

12. Publicity

(a) Eligible Installers shall collaborate with NYSERDA's Director of Communications to prepare any press release and to plan for any news conference concerning wind energy systems installed in this program or any NYSERDA program information. In addition the Contractor shall notify NYSERDA's Director of Communications regarding any media interview in which wind energy systems installed in this program or any NYSERDA program information are referred to or discussed.

(b) Commercial promotional materials, advertisements, informational brochures, and web site content produced by the Contractor shall credit NYSERDA and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be

considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit. Eligible Installers may use the Approved Program Description in Attachment A-1 without receiving prior NYSERDA approval.

(c) An Eligible Installer may post the information about NYSERDA's Wind Incentive Program on their website. The website must provide a link to the NYSERDA wind program website (www.PowerNaturally.org).

13. Notices

By signing this Agreement, the Installer and Installation Company agree to participation in accordance with these terms and conditions. Installer consents to receive notices via electronic mail at the e-mail address listed below.

14. Certification

Eligible Installer: I certify that I am the Applicant, and I certify that all information provided in this application, including any attachments, is true and correct to the best of my knowledge. I have reviewed the eligibility criteria and I understand that I will be required to provide additional information to NYSERDA and to verify individual system eligibility. I have read and understand the above Terms and Conditions which are part of this application and agree to abide by them.

Installer Signature _____ Date _____

Print Name and Title _____

E-Mail Address for Notices as called for in Paragraph 13:

Installation Company: The Eligible Installer may submit Applications for Incentives for Wind energy systems on behalf of the Installation Company. The Customer Purchase Agreement shall be executed by the Installation Company and the Installation Company shall maintain the required insurance for the term of this Agreement. All Incentive payments by NYSERDA, under this Agreement, are to be made be made payable to the Installation Company named below:

Company Name _____

Signature of authorized company official _____ Date _____

Print Name _____

Print Title _____

NYSERDA Authorized Staff Signature _____ Date _____

EXHIBIT A

REVISED 9/06

STANDARD TERMS AND CONDITIONS

FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the attached agreement, contract, license, lease, amendment, modification or other agreement of any kind (hereinafter, "the Agreement" or "this Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than NYSERDA, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than

the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit B, the terms of this Exhibit B shall control.

7. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

8. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

9. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

10. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

11. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

12. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

13. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a. Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b. Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c. Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.
- d. Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference. NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

EXHIBIT B

PART 504

PROMPT PAYMENT POLICY STATEMENT

Section 504.1 Purpose and applicability. (a) The purpose of this Part is to implement section 2880 of the Public Authorities Law by detailing the authority's policy for making payment promptly on amounts properly due and owing by the authority under contracts. This Part constitutes the authority's prompt payment policy statement as required by that section.

(b) This Part generally applies to payments due and owing by the authority to a person or business in the private sector under a contract it has entered into with the authority on or after May 1, 1988. This Part does not apply to payments due and owing:

- (1) under the Eminent Domain Procedure Law;
- (2) as interest allowed on judgments rendered by a court pursuant to any provision of law except Section 2880 of the Public Authorities Law;
- (3) to the Federal government; to any state agency or its instrumentalities; to any duly constituted unit of local government, including but not limited to counties, cities, towns, villages, school districts, special districts or any of their related instrumentalities; to any other public authority or public benefit corporation; or to its employees when acting in, or incidental to, their public employment capacity;
- (4) if the Authority is exercising a legally authorized set-off against all or part of the payment; or
- (5) if other State or Federal law or rule or regulation specifically requires otherwise.

Section 504.2 Definitions. As used in this Part, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Authority" means the New York State Energy Research and Development Authority.

(b) "Contract" means an enforceable agreement entered into between the Authority and a contractor.

(c) "Contractor" means any person, partnership, private corporation, or association:

(1) selling materials, equipment or supplies or leasing property or equipment to the Authority pursuant to a contract;

(2) constructing, reconstructing, rehabilitating or repairing buildings, highways or other improvements for, or on behalf of, the Authority pursuant to a contract; or

(3) rendering or providing services to the Authority pursuant to a contract.

(d) "Date of payment" means the date on which the Authority requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a payment.

(e) "Designated payment office" means the Office of the Authority's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(f) "Payment" means provision by the Authority of funds in an amount sufficient to satisfy a debt properly due and owing to a contractor and payable under all applicable provisions of a contract to which this Part applies and of law, including but not limited to provisions for retained amounts or provisions which may limit the Authority's power to pay, such as claims, liens, attachments or judgments against the contractor which have not been properly discharged, waived or released.

(g) "Prompt payment" means a payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Part in order for the Authority not to be liable for interest pursuant to Section 504.6.

(h) "Payment due date" means the date by which the date of payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Part, in order for the Authority not to be liable for interest pursuant to Section 5.06.

(i) "Proper invoice" means a written request for a contract payment that is submitted by a contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as the Authority may reasonably require, including but not limited to any requirements set forth in the contract; and addressed to the Authority's Controller, marked "Attention: Accounts Payable," at the designated payment office.

(j)(1) "Receipt of an invoice" means:

(i) if the payment is one for which an invoice is required, the later of:

(a) the date on which a proper invoice is actually received in the designated payment office during normal business hours; or

(b) the date by which, during normal business hours, the Authority has actually received all the purchased goods, property or services covered by a proper invoice previously received in the designated payment office.

(ii) if a contract provides that a payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the contract requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced the Authority for the portion working, completed or delivered, the Authority will not be in receipt of an invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(k) "Set-off" means the reduction by the Authority of a payment due a contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the contractor to the Authority.

Section 504.3 Prompt payment schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Part, the date of payment by the Authority of an amount properly due and owing under a contract shall be no later than 30 calendar days, excluding legal holidays, after such receipt.

Section 504.4 Payment procedures.

(a) Unless otherwise specified by a contract provision, a proper invoice submitted by the contractor to the designated payment office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the designated payment office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by the Authority.

(b) The Authority shall notify the contractor within 15 calendar days after receipt of an invoice of:

(1) any defects in the delivered goods, property or services;

- (2) any defects in the invoice; and
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If the Authority fails to notify a contractor of a defect or impropriety within the fifteen calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the contractor. If the Authority fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the payment due date shall be calculated using the original date of receipt of an invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, the Authority shall make payment, consistent with any such correction or resolution and the provisions of this Part.

Section 504.5 Exceptions and extension of payment due date. The Authority has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Part, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the payment due date:

(a) If the case of a payment which a contract provides will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by the contract or other State or Federal mandate has not been submitted to the Authority on a timely basis, then the payment due date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to the Authority and the date when the Authority has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the contractor is specifically required by the contract or by other State or Federal mandate, whether to be performed by or on behalf of the Authority or another entity, or is specifically permitted by the contract or by other State or Federal provision and the Authority or other entity with the right to do so elects to have such activity or documentation undertaken, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when any such activity or documentation has been completed, the Authority has actually received the results of such activity or documentation

conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the contract, prior to payment, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when the State or Federal agency, or other contributing party to the contract, has completed the inspection, advised the Authority of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to the Authority, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when such funds are made available to the Authority.

Section 504.6 Interest eligibility and computation. If the Authority fails to make prompt payment, the Authority shall pay interest to a contractor on the payment when such interest computed as provided herein is equal to or more than ten dollars. Interest shall be computed and accrue at the daily rate in effect on the date of payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a payment shall be computed for the period beginning on the day after the payment due date and ending on the date of payment.

Section 504.7 Sources of funds to pay interest. Any interest payable by the Authority pursuant to this Part shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related contract payment.

Section 504.8 Incorporation of prompt payment policy statement into contracts. The provisions of this Part in effect at the time of the creation of a contract shall be incorporated into and made a part of such contract and shall apply to all payments as they become due and owing pursuant to the terms and conditions of such contract, notwithstanding that the Authority may subsequently amend this Part by further rulemaking.

Section 504.9 Notice of objection. Unless a different procedure is specifically prescribed in a contract, a contractor may object to any action taken by the Authority pursuant to this Part which prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to the Authority. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the address set forth in Section 504.2(e). The Vice President of the Authority, or his or her designee, shall review the objection for purposes of affirming or modifying the Authority's action. Within 15 working days of the receipt of the objection, the Vice

President, or his or her designee, shall notify the contractor either that the Authority's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed 30 working days.

Section 504.10 Judicial Review. Any determination made by the Authority pursuant to this Part which prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Part or any other review procedure that may be specified in the contract or by other law, rule, or regulation.

Section 504.11 Court action or other legal processes.

(a) Notwithstanding any other law to the contrary, the liability of the Authority to make an interest payment to a contractor pursuant to this Part shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by the Authority after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Section 504.12 Amendments. These regulations may be amended by resolution of the Authority, provided that the Chair, upon written notice to the other Members of the Authority, may from time to time promulgate nonmaterial amendments of these regulations.

Eligible Wind Turbine Application Form

Attachment H - PON 2097

Contact Information

Name of Applicant _____

Name of Firm _____

Mailing Address _____

City _____ State _____ Zip _____

E-mail _____ Phone Number () _____ Fax () _____

Wind Turbine Information

Make of Wind Turbine: _____

Wind turbine power output at 11 m/s per the power curve from IEC 16400-12-1: _____

Identify testing laboratory or organization:

Checklist (This form will be returned if the following are not complete and included or attached)

Technical information and specifications on the wind turbine, inverter, and tower.

AND

Evidence that an international organization, accredited to EN45011, has certified that the turbine meets the appropriate sections of IEC 61400 for acoustics, durability, safety, and performance standards (For small turbines, this includes IEC 61400-2, IEC 61400-11, and IEC 61400-12).

OR

Evidence that an independent certifying agency or Nationally Recognized Testing Laboratory has certified that the turbine meets the requirements of the AWEA Small Wind Turbine Performance and Safety Standard, AWEA 9.1 – 2009.

OR

Evidence that wind turbine has been certified by the Small Wind Certification Council (SWCC) including the SWCC Certification Label.

OR

If the turbine is too large to be compliant with AWEA 9.1 - 2009, then the procedures outlined in Attachment I must be followed.

Certification Statement- Review and sign for NYSERDA's review.

I certify that all information provided in this form, including all attachments, are true and correct to the best of my knowledge.

Applicant Signature _____ Date _____

All forms and Attachments should be sent to:

New York State Energy Research and Development Authority
PON 2097: Wind Turbine Application
17 Columbia Circle
Albany, NY 12203-6399

FAXED FORMS WILL NOT BE ACCEPTED.

Forms, attachments and links may alternatively be e-mailed to SmallWind@nyserda.org.

For Internal Use Only

Date Received by NYSERDA _____

Completed Form and All Required Attachments ____ Yes ____ No

Approved _____ Date _____

Denied _____ Date _____

Eligibility Requirements for Midsize Turbines Under NYSERDA's On-Site Wind Turbine Incentive Program (PON 2097)

Attachment I

For the purpose of consideration for NYSERDA incentives, midsize wind turbines will be divided into two categories. Turbines with a rotor swept area of at least 200 m² and not greater than 1,000 m², and turbines with a swept area greater than 1,000 m². The 200 m² threshold is consistent with the definition of a small wind turbine according to IEC 61400 standards. Turbines below the 200 m² threshold will be subjected to the criteria described in PON 2097.

A turbine with a rotor swept area of at least 200 m² and not greater than 1,000 m² will be considered for eligibility to receive funding under PON 2097, if it can be shown that it meets the acceptance criteria outlined in A, B, or C. Paths B and C were designed for turbines with a current history of performance.

Turbines with a rotor swept area greater than 1,000 m² will be required to provide evidence of certification according to IEC Standards as specified in A.

- A. Documents providing evidence of certification to appropriate IEC Standards
 - 1. Power Curve Certification to IEC 61400-12-1 or equivalent standard
 - 2. Type Certification to IEC 61400-1, IEC 61400-22, or equivalent standard

- B. Documents providing evidence of Design Evaluation and operational history (meet all requirements below)
 - 1. Power Curve Certification to IEC 61400-12-1 or equivalent standard
 - 2. Up-to-date Design Evaluation to IEC 61400-1 or equivalent standard.
 - 3. Evidence of an extensive operational history (all of the requirements below)
 - i. At least 500,000 hours of fleet operation
 - ii. At least 25 operating wind turbines
 - iii. At least 2 years of operation from 5 wind turbines
 - 4. Documentation of the following:
 - i. Any design changes to the turbine since the initial design
 - ii. Any (individual) major failures of the turbine design, including failure analysis report
 - iii. Any serial failures of the operational fleet, and remedial actions taken

- C. Documents providing evidence of design validation of all load cases specified in 61400-1 and operational history (meet all requirements below)
 - 1. Power Curve Certification to IEC 61400-12-1 or equivalent standard
 - 2. Design validation of a minimum of Load Cases as specified by 61400-1 by an independent competent Engineering Firm (not an accredited certification body) or by an independent Professional Engineer

3. Evidence of an extensive operational history (all of the requirements below)
 - i. At least 500,000 hours of fleet operation
 - ii. At least 25 operating wind turbines
 - iii. At least 2 years of operation from 5 wind turbines
4. Documentation of the following:
 - i. Any design changes to the turbine since the initial design or design evaluation or type testing
 - ii. Any (individual) major failures of the turbine design, including failure analysis report
 - iii. Any serial failures of the operational fleet, and remedial actions taken

Other Considerations and Provisions

- The operational history thresholds in criteria B and C represent a conservative case, and may be adjusted in the future based on statistical analyses and/or greater experience throughout the industry with respect to midsize wind turbines.
- At the discretion of NYSERDA, turbines with a rotor swept area greater than 1,000 m² may be considered according to criteria similar to B and C, but with higher thresholds to demonstrate operational history.
- All certification documents, Engineering Firm/Professional Engineer-approved designs and/or operational history must be from the same make and model as the applied-for turbine, including rotor diameter, 50/60 Hz grid compatibility, and major components (e.g., gearbox, generator, yaw and pitch control systems, and tower). If certification documents, approved designs, and/or operational history are for a different version of the same make and model, the turbine may still be considered, provided that the manufacturer provide evidence that (1) design changes are not mechanical in nature (e.g., in case of difference in 50/60 Hz grid compatibility), or (2) design changes have been approved by a competent Professional.
- All certification documents must be up to date. If certification documents are out of date, the turbine may still be considered, provided that the manufacturer provide a comprehensive record of any design changes (and manufacturing changes, in the case of Type Certification) since the out-of-date certification document was issued. Any major changes (i.e., mechanical changes, especially to major components) will be required to be approved by a competent Professional.
- Design and/or manufacturing changes requiring approval will be at the discretion of NYSERDA and its contractor(s).
- In addition to the above requirements, midsize turbines will be required to demonstrate that they are capable of meeting New York State Standard Interconnection Requirements, including the electrical standards set in IEEE 1547, appropriate relay protection fault time to disconnects, and power quality

factors. Midsize wind turbine manufacturers will be expected to work with the local utility to properly address the electrical concerns of the system, so that it is compatible with the local grid.

- Additional supporting information for midsize turbines will include:
 - Copy of the warranty agreement for the applied-for model
 - Specifications for the applied-for model, including tower design and IEC 61400-12-1 power curve
 - Copy of any certification/credential cited in the application and the specification used during certification/credential activity.
 - Design documentation from licensed engineer's technical evaluation.
 - Design changes since credentialing.
 - Any other information requested by NYSERDA or its contractor(s) as deemed necessary.