

Standard Terms and Conditions
PON 1098, Wind Incentives for Eligible Installers
Attachment A

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 generation systems for Eligible Customers. Incentive levels are outlined in Section II of Program Opportunity Notice (PON) 1098. 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, Niagara Mohawk Power Corporation, 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 shall 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 and proof that all required permits and approvals are secured. Major approved system components and equipment include, at a minimum, the complete wind generator, tower, inverter, and batteries if applicable. A packing slip verifying delivery of all wind generation system components, signed by the customer is required for proof for payment.

(e) Installation schedule - The Installer must complete installation of the wind generation 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 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 generation 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 generation 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 these Terms and Conditions, 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 generation system was not actually installed, not installed by, or under the supervision of an Eligible Installer, not installed as required under this PON (No. 1098) or these Terms and Conditions, 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 these Terms and Conditions are followed in good faith. If NYSERDA denies payment of an incentive because of a violation of a provision of this PON or these Terms and Conditions, 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 its employees and subcontractors 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 Eligible Installer must have the financial resources to conduct business successfully. NYSERDA may request information to validate that the installer 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 his or her firm or 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 their 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 Eligible Installer 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 generation system. On projects receiving incentives under this program, the Eligible Installer 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 on site for, pouring the foundation, assembling the tower and generator, and erecting the wind generation system.

(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 generation 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 is responsible for repairs, inspections, and maintenance of the wind generation systems.

(i) Wind generation 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 jurisdictions having authority for all installed systems. Copies of all necessary permits, approvals, certificates, etc must be attached to the Incentive Application Form (Attachment D-2). Prior to completing permitting and SEQRA, installers are encouraged to submit Part I of the incentive application for a preliminary technical review. 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 (SEQRA) - The installer is responsible for ensuring that each project complies with the requirements of SEQRA. NYSERDA will not commit to providing incentives on any project until NYSERDA has made a determination under SEQRA.

Please review the SEQRA 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 SEQRA process visit http://www.dec.state.ny.us/website/dcs/seqr/seqr_1.html.

(j) Other Permits and Approvals - The installer is responsible for identifying and obtaining all other required permits, approvals, certificates, etc. for the project. The installer must submit to NYSERDA with the Initial Incentive Payment Form (Attachment E), copies of any permits and approvals, certificates, etc. from all jurisdictions having authority. If no building permit is required, the installer must submit evidence that no such permit is required, including a contact name and number for verification by the jurisdiction having authority.

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 these Terms and Conditions.
- 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 and 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 generation system installation skills by participating in at least one wind generation 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 suspended if their insurance certificate filed with NYSERDA lapses. NYSERDA will 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 1098
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 SEQRA 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 D).
- 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 B of this Program, ‘Addendum to Customer Purchase Agreement, Standard Terms and Conditions’.

5. Approved Systems

(a) Siting Considerations - All wind installations must meet the following criteria:

- The customer’s lot size must be at least one acre.
- Minimum distances between the tower base and human-occupied buildings (including residences, businesses, schools, etc.) must be 300 feet for wind generation systems 20kW and under, 500 feet for wind wind generator systems between 20kW and 80kW, and 800 feet for wind wind generator systems over 80kW. Applicants may apply in writing for exemptions from these minimum distances for facilities that they own. Applicants must demonstrate that they understand the possible problems of locating the generation system the requested distance from the building.
- The minimum set-back between the tower base and property lines, or power lines must be equal to or greater than the height of the wind generator system, including the blades. Applicants may apply for exemptions from the minimum distance to a property line 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 generator system.
- The minimum set-back between the tower base and structures or buildings must be 15 feet.
- The minimum annual average wind speed at hub height is 10 miles per hour considering losses due to obstacles and other factors. Sites where obstacles will cause excessive turbulence will

not be accepted due to the effect the turbulence will have on wind generator system reliability. Customers that are educational institutions pursuing Institute for Sustainable Power Quality accreditation to provide training on the installation of end-use wind generator systems may apply for an exemption to this requirement.

- Incentive applications for wind generation systems that are sized to produce more energy than the customer uses may be rejected or the incentive amount may be reduced to the incentive level that would be provided for a wind generation system that would produce an amount of energy that better matches the customer's usage.

(b) Installation timing - Incentives are only available for wind generation 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 1098. Construction or partial construction of the foundation is considered partial installation of the wind generation system and shall not occur prior to NYSERDA's approval of an incentive application.

(c) Approved system design - Wind generation 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 generation system. Incentives will be revoked for systems that are installed prior to receiving approval from NYSERDA or 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. Wind generators may not be mounted on any pre-existing structure.

(e) Grid connection - All wind generation systems eligible for an incentive must be grid-connected, end-use applications. End-use wind generation systems are connected on the customer's side of the electric meter and electricity generated by the wind generation 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) Qualified Wind Generators - Only Qualified Wind Generators may be installed under this program. A list of Qualified Wind Generators is available on www.PowerNaturally.org.

(h) Inverters - All inverters must be certified as meeting requirements of IEEE Standard 929-2000 and UL 1741. Inverters that are listed on the New York State Public Service Commission's list of eligible, or type-tested, inverters (<http://www.dps.state.ny.us/08E1018/SIRDevices.pdf>) are required.

(i) Interconnection - The Eligible Installer is required to ensure that all approved wind generator 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 generation 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

generation systems in the project (including the incentive). The invoices shall include a breakdown of all wind generation 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 generation system.

(m) Title to equipment - Title to all of the equipment purchased under this Agreement shall vest with the customer purchasing the wind generation 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 generation 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 generation 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 generation system warranty - The Eligible Installer must provide the purchaser of the wind generation system with a full 5-year warranty. The warranty must cover all components of the generating system against breakdown or degradation in electrical output of more than ten percent from their original rated 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 generation 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 generation systems or the adequacy or safety of such measures. The scope of review by NYSERDA of the installation of the wind generation 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 20(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 792, PON1098, or installing end-use wind generator systems; and (4) be reasonably satisfactory to NYSERDA in all other respects. If payments are to be made to the company as opposed to the Eligible Installer, the certificate of insurance must be for the company and must list the eligible installer as an additional insured.

(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 Eligible Installer 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 C) certificates of insurance issued by the respective insurers, evidencing the insurance required in Section 20(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 generation 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 generation 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 generation 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 only post the information about NYSERDA’s Wind Incentive Program (PON 1098) provided in Attachment A-1 on their website. The website must provide a link to the NYSERDA wind program website (www.PowerNaturally.org).

13. Notices

By signing this Agreement, Installer agrees to participation in accordance with these terms and conditions. Installer consents to receive notices via electronic mail at:_____.

14. Certification

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.

Applicant Signature _____ Date _____

Print Name and Title _____

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

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If the Applicant prefers that payments be made payable to the Eligible Installer's company directly as opposed to the Eligible Installer, enter the company name and have a company official sign below.

Company Name _____

Signature of authorized company official _____ Date _____

Print Name and Title _____

NYSERDA Authorized Staff Signature _____ Date _____