

TOWN OF CHESTER PLANNING BOARD SITE PLAN APPLICATION PLEASE TYPE OR PRINT LEGIBLY By By

DEADLINE FOR NEW SUBMISSIONS IS TWO (2) WEEKS PRIOR TO THE FIRST WEDNESDAY OF THE MONTH TO BE DELIVERED TO THE PLANNING BOARD OFFICE AT TOWN HALL. THE PROJECT WILL BE PLACED ON THE NEXT AVAILABLE AGENDA.

APPLICANT MUST PROVIDE THE FOLLOWING:

- ONE ORIGINAL SET OF ALL PAPERWORK AND/OR PLANS
- EMAILED OR ONE (1) CD OF PLANS IN PDF FORM (EMAIL PREFERRED)
- ANY FEES THAT APPLY (CHECK PAYABLE TO THE TOWN OF CHESTER)
- WRITTEN NARRATIVE DESCRIBING PROPOSED PROJECT I.E. PROPOSED USE, ANTICIPATED TRAFFIC FLOW, PARKING, NUMBER OF EMPLOYEES, HOURS OF OPERATION, LIGHTING, LANDSCAPING, ETC,
- ENIVIRONMENTAL ASSESSMENT FORM
- DISCLOSURE ADDENDUM STATEMENT
- NOTARIZED PLANNING BOARD DISCLAIMER STATEMENT
- AGRICULTURAL DATA STATEMENT IF APPLICABLE, ACCOMPANIED BY A
 STAMPED ADDRESSED ENVELOPE TO EACH IDENTIFIED OPERATION
 ALONG WITH COPIES OF THE TAX MAP INDICATING LOCATION OF
 PROPOSED ACTION TO THE FARMING OPERATION.
- NOTARIZED OWNERS AUTHORIZATION FOR REPRESENTATIVE TO ACT OF HIS/HER BEHALF (IF APPLICABLE)

PLEASE NOTE: APPLICATION WILL BE DEEMED INCOMPLETE IF ALL INFORMATION, FEES AND CORRECT AMOUNT OF COPIES ARE NOT PROVIDED. THE TOWN OF CHESTER PLANNING BOARD IS TRYING TO GO GREEN.

Checut 2/2004601.

TOWN OF CHESTER PLANNING BOARD SITE PLAN APPLICATION

DATE: 8/19/2022	
APPLICANT: Joseph Guadagno	
ADDRESS: 227 N Route 303, Suite 10	1, Congers, NY, 10920
TELEPHONE: 385-352-6895 EMA	AIL Joseph.Guadagno@sunrun.com
OWNER OF PROPERTY (IF NOT SAM	E AS ABOVE)
NAME_Joseph Nastasi	
ADDRESS 154 Hambletonian Rd, Ches	ter, NY, 10918
TELEPHONE 201-546-6172 E	MAIL_ ummastery@gmail.com
PERSON WHO IS RESPONSIBLE FOR RECEIVE STATEMENTS:	ANY FEES INCURRED AND WHO IS TO
NAME Joseph Guadagno	
BILLING ADDRESS 227 N Route 303 S	uite 101, Congers, NY, 10920
EMAIL ADDRESS Joe.Guadagno@su	nrun.com
CONTACT PHONE # 385-352-6895	

PROPERTY DESCRIPTION:



TAX MAP: SECTION 17 BLO	OCK1	LOT 5.1	BYMTOOK
LOCATION OF PROPERTY: 154	4 Hambletoniar	n Rd	
		3	
SQUARE FOOTAGE	PRESEN	T ZONING	
NAME OF PROJECT Nastasi			
INTENDED USE Solar Ground M	lount		
NUMBER OF LOTS			
PROJECT ENGINEER James C [Douglas		
ADDRESS 227 N Route 30	3, Suite 101, C	ongers, NY 1	0920
EMAIL			
TELEPHONE # 385-352-6895	LICENSE#	073536	
PROJECT ATTORNEY			
ADDRESS			
EMAIL			
TELEPHONE #			

TOWN OF CHESTER PLANNING BOARD PRESUBMISSION PLAN ELEMENT CHECKLIST FOR PRELIMINARY SITE PLAN

PROJECT NAME: Nastasi- Solar Ground Mount

The following checklist items shall be incorporated on the Site Plan prior to consideration of being placed on the Planning Board Agenda.
Name and address of applicant.
2Name and address of owner (if different from applicant).
3 Tax Map Data (Section-Block-Lot)
4Location map at a scale of 1"=2,000 ft. or less on a tax map or USCGS map base only with property outlined.
5Zoning table showing what is required in the particular zone and what applicant is proposing.
6 Show zoning boundary if any portion of proposed site is within or adjacent to a different zone.
7 Date of plan preparation and/or plan revisions.
8 Scale the plan is drawn to (Max 1" = 100")
9 North arrow pointing generally up.
10. Planning Board Approval Box near lower right corner of plans (2 1/2"x4") for stamping.
11 Plan legend (symbols & labels)
12 Surveyor's and Engineer's Certificate and Title Block.
13 Name of adjoining owners.
14 Wetlands and required buffer zone with an appropriate note regarding DEC or ACOE requirements as applicable.
15. Delineation of wooded areas and isolated trees with diameters of 12 inches or greater. Showing clearing limits.
16 Flood plain boundaries.
17 Certified sewage system and water supply design and placement by a Licensed Professional Engineer must be shown on plans.
18 Metes and bounds of parcel.
19 Name and width of adjacent streets; the road boundary is to be a minimum of 25 ft. from the physical center

line of the street with dedication offerings as required.
20 Show existing or proposed easements (note restrictions).
21 Right-of-way width and Rights of Access and Utility Placement.
22 Lot area.
23 Show any existing waterways, including intermittent streams.
24 Applicable note pertaining to owner's review and concurrence with site plan together with owner's signature.
25 Show any improvements, i.e, drainage systems, water lines, sewer lines, etc.
26 Show all existing buildings, houses, accessory structures, wells and septic systems on within 200 ft. of the parcel.
27 Show topographical data with 2 ft. contours extending 100' from property line based upon OSGS datum.
28 Indicate any reference to a previous subdivision, i.e., filed map number, date and previous lot number.
29 Show lighting plan and luminaire projection data.
30 Show driveway entrance sight distances.
31 Show landscaping and signage.
32 Stormwater Management and Erosion and Sediment Control Plans.
33 Paving limits and cross-sectional detail.
The following is to be included in the Project Narrative.
34 Number of acres to be cleared or timber harvested.
35 Estimated or known cubic yards of material to be excavated and removed from the site.
36 Estimated or know cubic yards of fill required.
37 The amount of grading expected or know to be required to bring the site to readiness.
38 Type and amount of site preparation which falls within the 100 ft. buffer strip of State Wetlands. Please explain in sq. ft. or cubic yards.
39. Any amount of site preparation within a loo year floodplain or any water course on the site. Please explain in sq. ft. or cubic yards.
40 Check here if sketch plan conference is requested. See Town of Chester Zoning 98-30(E).
The plan for the proposed site has been prepared in accordance with this checklist.
By: Date:
Applicant's Licensed Professional **This list is designed to be a guide ONLY. The Town of Chester Planning Board may require additional notes or revisions prior to granting approval

OWNER AUTHORIZATION

State of New Yo				
Jose	eph Nastasi			
*		Owner		
Residing at	154 Hambletonian	Rd		
itomanig at	,	Owner A	ddress	
Reing the oxyner	r of the premises 154	Hambletonia	an Rd	
Deing the owner	of the premises	Property	Location	
Also known as	Orange County Tax Map	# Orange	County GIS	
			ax Map#	
Hereby authoriz	_{ze} Joseph Guadagn	0		
riolog addioliz		F	gent	
Whose mailing	address is 227 N R	oute 303. Si	uite 101. Con	gers, NY 10920
Whose maning	address is		gent Address	
	y behalf before the Plans aired with reference to my	100 March 100 Ma		Chester, and to file any
	Solar			
	my agent, whose name ap quirements imposed by the start of the start o	he Board as a		pehalf and I further agree to heir approval.
	Ox	vner Signatur	e	
Sworn to before Day ofAvev.	e me this		NOT	JACLYN M SGRO ARY PUBLIC-STATE OF NEW YORK No. 01SG6315056 Qualified in Rockland-County Commission Expires 11-17-2022

DISCLOSURE ADDENDUM STATEMENT TO APPLICATION, PETITION AND REQUEST

Mindful of the provisions of Section 809 of the General Municipal Law of the State of New York, and of the Penal provisions thereof as well, the undersigned applicant states that no State Officer, Officer or Employee of the Town of Chester, or Orange County, has any interest, financial or otherwise, in this application or with, or in the applicant as defined in said Statue, except the following person or persons who is or are represented to have only the following type of interest, in the nature and to the extent hereinafter indicated:

				*
✓	NO	ONE		
		AME, ADDR		ONSHIP OR INTEREST
		1.	1 January	of the notition application
This disclosure add and request made b Chester.	endum statement is a y the undersigned ap	annexed to an oplicant to the	of following Box	of the petition, application ard or Officer of the Town of
	TOWN BOARD PLANNING BOA ZONING BOARD BUILDING INSPI OTHER	OF APPEAL	LS	
8/24/2022 DATED			INDIV Joseph Gua	TIDUAL APPLICANT dagno
			(PRES.) (PAF	ORATE APPLICANT RTNER) (VICE PRES.) (TREASURER)

PLANNING BOARD DISCLAIMER STATEMENT TO APPLICANTS

The applicant is advised that the Town of Chester Municipal Code which contains the Town's Zoning Law, is subject to amendment. Submission of an application to the Board does not grant the applicant any right to continued review under the code's current standards and requirements. It is possible that the applicant will be required to meet changed standards or new code requirements made while the application is pending.

An approval by this Board does not constitute permission, nor grant the right to connect to or use municipal services such as sewer, water or roads. It is the applicant's responsibility to apply for and obtain the Town of Chester and other agency approvals not within this Board's authority to grant.

The applicant hereby acknowledges, consents, and agrees to the above.

8/24/2022	Joseph Guadagno	
Date	Applicant's Name (Printed) Applicant's Signature	
Notary Public State of New York County of Orange		

I hereby depose and say that all the above statements and information, and all statements and information contained in the supporting documents and drawings attached hereto are true, that the application rules have been read and the requirements therein set forth are fully met. Further, I understand that compliance with the Town of Chester Zoning Ordinance and the Subdivision Regulations shall be the sole responsibility of the applicant and the owner or their representatives, and that compliance with the subject matter contained therein shall be deemed part of this application.

Signature of Applicant

Sworn to before me this _

20122

Day of August

JACLYN M SGRO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SG6315056

Qualified in Rockland County My Commission Expires 11-17-202 2

Short Environmental Assessment Form Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

ead agency, attach additional pages as necessary to suppression any norm					
Part 1 – Project and Sponsor Information					
Name of Action or Project:					
Nastasi- Solar Ground Mount					
Project Location (describe, and attach a location map):					
154 Hambletonian Rd				110000000000000000000000000000000000000	
Brief Description of Proposed Action:					
19.500kW PV SOLAR PANEL GROUND MOUNT (60) JA SOLAR PANELS (2) SOLAREDGI SYSTEM TRENCHING REQUIRED: DC WIRE TO BE TRENCHED 260 FT IN DIRT MATERIAL	E INVE	RTERS (1) LG CHEM	ENERGY	/ STORAC	GE.
Name of Applicant or Sponsor:	Tele	phone: 385-352-6895	5		
Joe Guadagno	E-M	ail: Joe.Guadagno@:	sunrun.co	om	
Address:		88			
227 N Route 303, Suite 101					
City/PO:	State	:	Zip Co 10920	ode:	
Congers 1. Does the proposed action only involve the legislative adoption of a plan, local	1000	ordinance	10320	NO	YES
administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the emay be affected in the municipality and proceed to Part 2. If no, continue to questions are the proposed action and the emay be affected in the municipality and proceed to Part 2.	environ	mental resources th	at	NO	
2. Does the proposed action require a permit, approval or funding from any oth	er gove	ernment Agency?		NO	YES
If Yes, list agency(s) name and permit or approval: Building Permit					V
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		acres acres acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: 5. Urban Rural (non-agriculture) Industrial Commerci Forest Agriculture Aquatic Other(Spe		Residential (subu	-ban)		

Page 1 of 3

SEAF 2019

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?		V	
b. Consistent with the adopted comprehensive plan?		V	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		NO	YES
6. Is the proposed action consistent with the predominant character of the existing built of natural landscape.			V
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		NO	YES
If Yes, identify:		V	
		NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		V	
b. Are public transportation services available at or near the site of the proposed action?		V	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?		V	
9. Does the proposed action meet or exceed the state energy code requirements? Output Description:		NO	YES
If the proposed action will exceed requirements, describe design features and technologies:			
		V	П
10. Will the proposed action connect to an existing public/private water supply?		NO	YES
If No, describe method for providing potable water:		V	
11. Will the proposed action connect to existing wastewater utilities?		NO	YES
If No, describe method for providing wastewater treatment:			
		V	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or distri	ict	NO	YES
which is listed on the National or State Register of Historic Places, or that has been determined by the		V	
Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on th State Register of Historic Places?	e		
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?			
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain		NO	YES
wetlands or other waterbodies regulated by a federal, state or local agency?		V	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?		V	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:			
	- Table		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional		
☐ Wetland ☐ Urban ☑ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or	NO	YES
Federal government as threatened or endangered?	V	
16. Is the project site located in the 100-year flood plan?	NO	YES
	V	
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	V	
a. Will storm water discharges flow to adjacent properties?	V	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	V	
18. Does the proposed action include construction or other activities that would result in the impoundment of water	NO	YES
or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:		
	V	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste	NO	YES
management facility? If Yes, describe:		
ii Tes, describe.	V	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or	NO	YES
completed) for hazardous waste? If Yes, describe:		
in res, describe.	V	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BE	ST OF	
MY KNOWLEDGE		
Applicant/sponsor/name: Joe Guadagno Date: 8/26/2022		
Signature: fol Julu		
PRINT FORM Page 3 of 3		



Donald Scrotta Chairman

Dave Donovan Counsel

> Al Fusco Engineer

Alexa Burchianti Secretary

PLANNING BOARD TOWN OF CHESTER

COUNTY OF ORANGE 1786 KINGS HIGHWAY CHESTER, NY 10918 Robert Conklin Dot Wierzbicki Mark Roberson Jackie Elfers Larry Dysinger Carl D'Antonio

Date: 8/26/2022	
Day 454 Hambletonian Dd	
Re: 154 Hambletonian Rd	
Dear	
consultant fees may not be completed. If the	nal approval of all projects all invoicing of professional ere are any outstanding professional consultant fees due on any serves the right to collect those monies. You as the applicant nies that might be owed.
We try our best to have everything reconcil circumstances are beyond our control.	led upon completion of a project but unfortunately some of the
Please sign, date and return an original couracknowledgement of your obligation to The appreciated.	nterpart of this letter back to me indicants your e Town of Chester. Your cooperation in this matter is greatly
If there are any questions please feel free to ABurchianti@thetownofchester.org	contact me at 845-469-7000 ext 338 or via email at
Sincerely,	Applicant Signature
Alexa Burchianti Planning Board Secretary	Joe Guadagno Print name
	8/26/2022 Date

Electrician's Aicense



License No 669

Orange County New York

IT IS HEREBY CERTIFIED THAT Paul Joyce

DOING BUSINESS AS Sunrun Install Srv Inc

HAS BEEN EXAMINED BY THE ELECTRICAL LICENSING BOARD OF ORANGE COUNTY AND HAS BEEN FOUND COMPETENT AND IS HEREBY GRANTED THIS

MASTER ELECTRICIAN LICENSE

AND IS PERMITTED TO PERFORM ELECTRICAL WORK IN THE COUNTY OF ORANGE, NEW ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH IN LOCAL LAW YORK, PURSUANT TO LOCAL LAW NUMBER 8 OF 2007, AS AMENDED AND IN NUMBER 8 OF 2007.

THIS LICENSE SHALL EXPIRE 6/30/2023

BOARD OF ELECTRICAL LICENSING

Ray S. Pantel - Chairman

5

Frank Saladino - Secretary



C-105.2 (9-17)

Workers' Compensation NYS WORKERS' COMPENSATION INSURANCE COVERAGE

www.wcb.ny.gov

31712	Board	NYS WORKERS'	COMPENSATION INSURANCE COVERAGE
1a. Legal Name & /	Address of Insured	(use street address only)	1b. Business Telephone Number of Insured
Sunrun Installation	n Services Inc.		(415) 946-7500
225 Bush Street, San Francisco, CA			1c. NYS Unemployment Insurance Employer Registration Number of Insured
			50-86426 4
Work Location of Ir certain locations in	nsured (Only requir New York State, i.	ed if coverage is specifically limited to e., a Wrap-Up Policy)	1d. Federal Employer Identification Number of Insured or Social Security Number
			77-0471407
2. Name and Addre	ess of Entity Reque	esting Proof of Coverage	3a. Name of Insurance Carrier
Entity Being Listed	d as the Certificate	Holder)	AMERICAN ZURICH INSURANCE COMPANY
Town of Chester			3b. Policy Number of Entity Listed in Box "1a"
1768 Kings Highv Chester, NY 109		hur le court i a so roll con	WC 6142876-00
			3c. Policy effective period
			10/01/2021 to 10/01/2022
			3d. The Proprietor, Partners or Executive Officers are
			included. (Only check box if all partners/officers included)
			all excluded or certain partners/officers excluded.
eliminate the ins Certificate is va expiration date	ured from the co alid for one year listed in box "3	verage indicated on this Certificate after this form is approved by the c", whichever is earlier.	ons other than nonpayment of premiums that cancel the policy or . (These notices may be sent by regular mail.) Otherwise, this ne insurance carrier or its licensed agent, or until the policy
expiration date	listed in box "3	ter of information only and confers	no rights upon the certificate holder. This certificate does not amend,
extend or alter the referenced polic	he coverage affo y.	rded by the policy listed, nor does i	t confer any rights or responsibilities beyond those contained in the
This certificate n	nay be used as e	evidence of a Workers' Compensati	on contract of insurance only while the underlying policy is in effect.
named on a pe	rmit, license or	contract issued by a certificate t	policy indicated on this form, if the business continues to be nolder, the business must provide that certificate holder with a puthorized proof that the business is complying with the ers' Compensation Law.
Under penalty above and that	of perjury, I cert the named ins	tify that I am an authorized repre- ured has the coverage as depicte	sentative or licensed agent of the insurance carrier referenced ed on this form.
	Approved by:	Samantha Furlan	
	Approved by.	(Print name of authorized represen	tative or licensed agent of insurance carrier)
		Samantha Furlan	09-22-2021
	Approved by:	(Signature)	(Date)
		(Signature)	
	Title: L	Jnderwriter	
Telephone Nun	nber of authorize	d representative or licensed agent	of insurance carrier: (415) 538-7125
Please Note: Cauthorized to i	only insurance of ssue it.	carriers and their licensed agents	s are authorized to issue Form C-105.2. Insurance brokers are NC

SUNRINC-02

TWANG

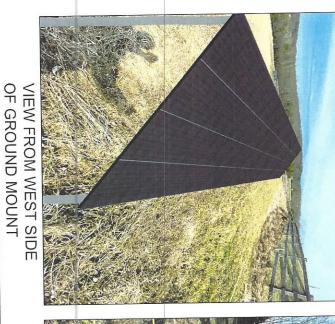
DATE (MM/DD/YYYY) 9/10/2021

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to	the cer	rtificate holder	n lieu of su	ch en	dorsement(s). ∖c⊤ Walter Ta	anne	er			
PRODUCER Alliant Insurance Services, Inc.				PHONE	1 000 00			FAX (A/C, No):		
575 Market St Ste 3600	5 Market St Ste 3600			(A/C, N	o, Ext): Ess: Walter.Ta	anne	r@allia			
San Francisco, CA 94105				ADDRI						NAIC #
							1	RDING COVERAGE		36056
								Ity Insurance Compan	У	12203
INSURED				INSURER B. Carries Title Integration				40142		
Sunrun Installation Services				INSURER C. Affertour Lation modification				40142		
775 Fiero Lane, Suite 200 Ph# 805-540-7643 San Luis Obispo, CA 93401				INSUR	ER D :					
				INSUR	ER E :					
				INSUR	ER F :					1
COVERAGES CER	TIFICAT	TE NUMBER:						REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICY INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	REQUIRE	MENT, TERM OI N. THE INSURA	NCE AFFORI	N OF	ANY CONTRAC	IES [DESCRIB	ED HEREIN IS SUBJECT T	OI I) VVIIIOII IIIO
NSR LTR TYPE OF INSURANCE	ADDL SUB INSD WV	BR POLI	CY NUMBER		POLICY EFF (MM/DD/YYYY)	POL	ICY EXP DD/YYYY)	LIMIT	S	
A X COMMERCIAL GENERAL LIABILITY	INSU WV	, 50			(1111)	V.1110/		EACH OCCURRENCE	\$	2,000,000
CLAIMS-MADE X OCCUR		LA21CGL230	321IC		10/1/2021	10/	1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
CLAIIVIS-IVIADE A GCCOR	X	LAZ TOGLZSO	02110		101.1/2021	,		MED EXP (Any one person)	S	5,00
								PERSONAL & ADV INJURY	\$	2,000,00
									S	2,000,00
GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$	2,000,00
X POLICY X PRO-								PRODUCTS - COMP/OP AGG Per Project Agg	01	10,000,00
X OTHER: Retention: \$100,000					<u> </u>			COMBINED SINGLE LIMIT	\$	
AUTOMOBILE LIABILITY								(Ea accident)	\$	
ANY AUTO								BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS								BODILY INJURY (Per accident)	\$	
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY								PROPERTY DAMAGE (Per accident)	\$	
ASTOS SILE!		1000							\$	4 000 00
B UMBRELLA LIAB X OCCUR								EACH OCCURRENCE	\$	4,000,00
X EXCESS LIAB CLAIMS-MADI	=	001072261			10/1/2021	10	/1/2022	AGGREGATE	\$	4,000,00
DED RETENTION \$									\$	
C WORKERS COMPENSATION								X PER OTH-		
AND EMPLOYERS' LIABILITY Y / N		WC6142876	00		10/1/2021	10	/1/2022	E.L. EACH ACCIDENT	s	1,000,00
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A							E.L. DISEASE - EA EMPLOYEE	S	1,000,00
(Mandatory in NH) If yes, describe under								E.L. DISEASE - POLICY LIMIT	c	1,000,00
DESCRIPTION OF OPERATIONS below	-					+-		E.L. DISEASE - POLICY LIMIT	3	<u> </u>
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI Workers' Compensation Policy WC614287	CLES (ACC	ORD 101, Additional	Remarks Sched	ule, ma	be attached if mo	ore spa	ace is requ	ired)		
Re: Permitting within jurisdiction. Town o				surec	where require	ed by	written	contract.		
CERTIFICATE HOLDER				CA	NCELLATION	ı				
Town of Chester 1768 Kings Highway Chester, NY 10918				A	HE EXPIRATION	ON I	DATE T THE POL	DESCRIBED POLICIES BE C HEREOF, NOTICE WILL ICY PROVISIONS.	BE I	ELLED BEFORE DELIVERED IN
Ĭ				3	ad Qd					
ACORD 25 (2016/03)				-	© 1	988-	2015 A	CORD CORPORATION.	All r	ights reserved



VIEW FROM EAST SIDE OF GROUND MOUNT



AERIAL VIEW

SUNTU

CUSTOMER RESIDENCE:
JOSES NASTAS!
154 HAMBLETONIAN RD,
CHESTER, NY, 10918

PROJECT NUMBER: 212R-154NAS1

sunrun

Sunrun Installation Services LLC 227 N Route 303, Suite 101 Congers, NY 10920 1.885.4SUNRUN Sunrun.com

Name: Joseph Nastasi

Street Address: 154 Hambletonian Rd City, State and Zip: Chester, NY, 10918

Phone: 201-546-6172

Email: ummastery@gmail.com

Joseph Guadagno 227 N Route 303, Suite 101 Congers, NY 10920 385-352-6895 Joseph.Guadagno@Sunrun.com

AUTHORIZATION LETTER FOR THE STATE OF NEW YORK DEPARTMENT OF BUILDING APPLICATION AND PERMITTING FORMS

To Whom it may concern:

This letter is to inform that I, <u>Joseph Nastasi</u>, hereby authorize Sunrun, to act and sign on my behalf regarding the authorization to apply and receive for all Building department applications and permitting forms only.

This authorization letter is valid for one year from the date it was issued, after which, it becomes null and void. After that I will be able to attend to my affairs personally.

If any clarification of verification is needed, please do not hesitate to contact me by

Phone: 201-546-6172 or email: ummastery@gmail.com

I give full consent in regard to this authorization with respect to the guidelines covered by the State of New York, and the applicable Building Department(s), applications and permit forms.

Sincerely,

Name: Joseph Nastasi Name: Joe Guadagno Signature: Joseph Wastersi

Date: 8/4/22

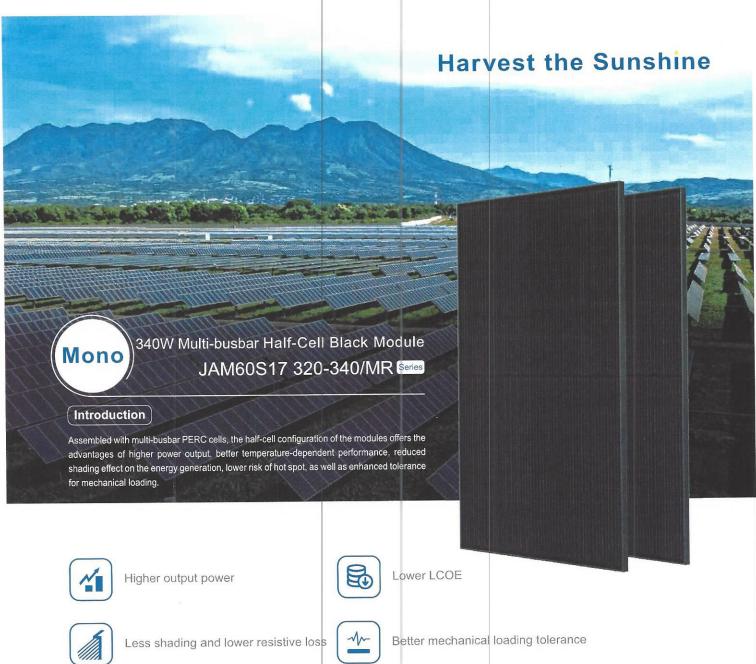
Jaclyn Syn JAC

JACLYN M SGRO NOTARY PUBLIC-STATE OF NEW YORK

No. 01SG6315056

Qualified in Rockland County

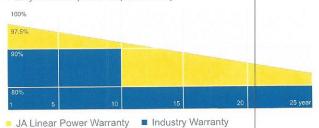
My Commission Expires 11-17-2022





Superior Warranty

- 12-year product warranty
- 25-year linear power output warranty



Comprehensive Certificates

- IEC 61215, IEC 61730, UL61215, UL61730
- ISO 9001: 2015 Quality management systems
- * ISO 14001: 2015 Environmental management systems
- ISO 45001:2018 Occupational health and safety management systems
- * IEC TS 62941: 2016 Terrestrial photovoltaic (PV) modules -Guidelines for increased confidence in PV module design qualification and type approval







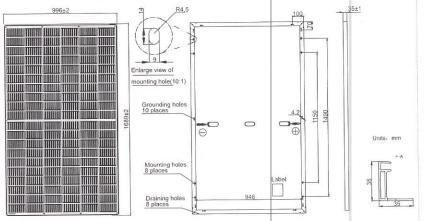








MECHANICAL DIAGRAMS



SPECIFICATIONS

Dimensions

 Cell
 Mono

 Weight
 17.0kg±3%

Cable Cross Section Size 4mm² (12AWG)

No. of cells 120(6×20)

Junction Box IP68, 3 diodes

Connector MC4(1000V) MC4-EVO2(1500V)

Cable Length Portrait: 300mm(+)/400mm(-); (Including Connector) Landscape: 1000mm(+)/1000mm(-)

Front Glass 2.8mm

21ncc/Pallet

Packaging Configuration

31pcs/Pallet, 806pcs/40ft Container

1689±2mm×996±2mm×35±1mm

Remark: customized frame color and cable length available upon request

ELECTRICAL PARAMETERS AT STC

TYPE	JAM60S17 -320/MR	JAM60S17 -325/MR	JAM60S17 -330/MR	JAM60S17 -335/MR	JAM60S17 -340/MR
Rated Maximum Power(Pmax) [W]	320	325	330	335	340
Open Circuit Voltage(Voc) [V]	40.60	40.87	41.08	41.32	41.55
Maximum Power Voltage(Vmp) [V]	33.73	33.97	34.24	34.48	34.73
Short Circuit Current(Isc) [A]	10.16	10.23	10.30	10.38	10.46
Maximum Power Current(Imp) [A]	9.49	9.57	9.64	9.72	9.79
Module Efficiency [%]	19.0	19.3	19.6	19.9	20.2
Power Tolerance	(j. 8.5)		0~+5W		
Temperature Coefficient of Isc(a_Isc)			+0.044%/°C		
Temperature Coefficient of Voc(β_Voc)			-0.272%/°C		
Temperature Coefficient of Pmax(γ_Pmp)			-0.350%/°C		
STC		Irradiance 10	00W/m², cell temperatur	e 25°C, AM1.5G	

Remark: Electrical data in this catalog do not refer to a single module and they are not part of the offer. They only serve for comparison among different module types.

ELECTRICAL PARAMETERS AT NOCT

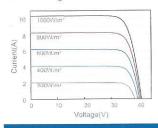
ELECTRICAL PARAMETERS AT NOCT				
AM60S17 -320/MR	JAM60S17 -325/MR	JAM60S17 -330/MR	JAM60S17 -335/MR	JAM60S17 -340/MR
241	245	249	253	257
38.05	38.26	38.46	38.68	38.90
31.58	31.80	32.02	32.21	32.40
8.07	8.14	8.21	8.28	8.35
7.63	7.70	7.78	7.85	7.93
Irra				р°С,
	AM60S17 -320/MR 241 38.05 31.58 8.07 7.63	AM60S17 JAM60S17 -320/MR -325/MR 241 245 38.05 38.26 31.58 31.80 8.07 8.14 7.63 7.70 Irradiance 800W	AM60S17 JAM60S17 -320/MR -325/MR 241 245 249 38.05 38.26 38.46 31.58 31.80 32.02 8.07 8.14 8.21 7.63 7.70 7.78 Irradiance 800W/m², ambient b	AM60S17 JAM60S17 JAM60S17 -320/MR -325/MR 241 245 249 253 38.05 38.26 38.46 38.68 31.58 31.80 32.02 32.21 8.07 8.14 8.21 8.28

OPERATING CONDITIONS

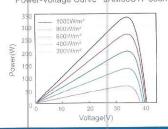
Maximum System Voltage	1000V/1500V DC(UL)
Operating Temperature	-40°C~+85°C
Maximum Series Fuse	20A
Maximum Static Load, Front	5400Pa (112 lb/ft²)
Maximum Static Load, Back	2400Pa (50 lb/ft²)
NOCT	45±2°C
Fire Performance	Type 1

CHARACTERISTICS

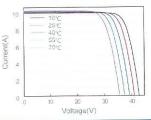
Current-Voltage Curve JAM60S17-335/MR



Power-Voltage Curve JAM60S17-335/MR



Current-Voltage Curve JAM60S17-335/MR



Version No. : US_EN_20200921A

Premium Cells, Premium Modules

Single Phase Energy Hub Inverter with Prism Technology

For North America

SE3000H-US / SE3800H-US / SE6000H-US / SE7600H-US / SE10000H-US / SE11400H-US(1)



HOME BACKUP

Optimized battery storage with HD-Wave technology

- Record-breaking 99% weighted efficiency with 200% DC oversizing
- Small, lightweight, and easy to install
- Modular design, future ready with optional upgrades to:
 - DC-coupled storage for full or partial home backup
 - Built-in consumption monitoring
 - Direct connection to the SolarEdge smart EV charger

- Multi-inverter, scalable storage solution
 - With enhanced battery power up to 10kW
- Integrated arc fault protection and rapid shutdown for NEC 2014, NEC 2017 and NEC 2020, per article 690.11 and 690.12
- Embedded revenue grade production data, ANSI C12.20 Class 0.5



/ Single Phase Energy Hub Inverter with Prism Technology

For North America

SE3000H-US/SE3800H-US/SE6000H-US/SE7600H-US/SE10000H-US/SE11400H-US(1)

THE RESIDENCE OF THE PROPERTY OF THE PARTY O	SE3000H-US	SE3800H-US	SE6000H-US	SE7600H-US	SE10000H-US	SE11400H-US	UNITS
OUTPUT - AC ON GRID							
Cited A. Power	2() 1.7	790 a 750 760 a 760	7(35°, 0° 30(3) Veit?, 0s (3), 2	70.00	,00.)c.	14co or 24cV 14co or 24cV	W
Maringu At Peyer O. 2pr.*	Sc Oo	39.0 mg/30V	Volce on 1905 a	75.40-1	(DC 30)	1400 or 740V 10 kg an , 35V	W
AC Enequence, Range (min - nom - max)			59.3 -	60 - 60.50			Hz
Maeri an Cost naous Calput Current or 250V	1.15	tij		2,2	4.1	4 ' 5	A
Machiga Continuous Cally al Current of 2007	_	16	24	15	2	48.5	А
and Threshold				1			А
Latal Harmonic Distortion (THD)				<3			%
Power a for			Larh istat	le -0.85 to 0.85			
Plity Monitoring, Islanding Protection, Country Configurable Thresholds	Yes						
crarge Battery from AC (* allowed)	Yes						
	<2.5					W	
Typical Nighttime Power Consumption							
OUTPUT - AC BACKUP ⁽³⁾		33()()		/o(1c)	1007 3000		
Rated Ac Power in Backup Operation 6	3000	1000	(3000)	10300*	1(3:300)	10300	W
		7.400	2	11 - 264			Va
AC L-L Output Voltage Range in Backup	105 - 132					Va	
AC L-N Output Voltage Range in Backup	55 - 60 - 65					Hz	
AC Frequency Range in Backup (min - nom - max))ii)	1	32	T		
Maximum Continuous Quilput Current in Backup Operation	1,15	3,2*	- 2°ε	-13*	4.1	43	٨
CHIN				1			A
THD				~ 5			- (1
OUTPUT - SMART EV CHARGER AC							
Rated ACP iwer	9600					W	
AC Output Voltage Range			č	11 - 264			Va
On-Grid AC Frequency Range (min - nom - max)			59.3	- 60 - 60.5			Hz
Maximum Continuous Output Current (@?40V (grid, PV and battery)				40		1,011	(A
INPUT - DC (PV AND BATTERY)							
Transformer-less, Ungrounded				Yes			
Mux Input Voltage				480			Vo
Nom DC Input Voltage				380			Vo
Reverse-Polarity Protection				Yes			
Ground-Fault Isolation Detection			600	Ω Sensitivity			
INPUT - DC (PV)							
Maximum DC Power @ 240V	6000	7600 15200*	12000	15200 22800*	22000	22800	V
ANY STREET, ST	_	6600	10000	-	-	20000	٧
Maximum DC Power @ 208V		10.5		20	-	5.1	X.
Maximum Input Current (a) @ 240V	8.5	20*	16.5	31*	27	31	A
Maximum Input Current ³ @ 208V	- 12	9	13.5	-	2	27	A
Max. Input Short Circuit Current				45			A
Maximum Inverter Efficiency	99			99.2		00 00 010	9
CEC Weighted Efficiency			99			99 @ 240V 98.5 @ 208V	
2-pole Disconnection				Yes			

* Supported with PN SExxxxH-USMMxxxxxx or SExxxxH-USMNxxxxxx

supported with PN SEXXXXH-USMMXXXXXX OF SEXXXXH-USMNXXXXXX or SEXXXXH-USSNXXXXXX and connection unit model number DCD-1PH-US-PXH-F-X (2) For other regional settings please contact SolarEdge support (3) Not designed for standalone applications and requires AC for commissioning. Backup functionality is only supported for 240V grid (4) Rated AC power in Backup Operation are valid for installations with multiple inverters. For a single backup inverter operation, rated AC power in Backup is 90% of the value stated (5) A higher current source may be used; the inverter will limit its input current to the values stated

/ Single Phase Energy Hub Inverter with Prism Technology

For North America

SE3000H-US/SE3800H-US/SE6000H-US/SE7600H-US/SE10000H-US/SE11400H-US(1)

	SE3000H-US	SE3800H-US	SE6000H-US	SE7600H-US	SE10000H-US SE1	1400H-US	UNITS
INPUT - DC (BATTERY)							
Sugarted Batter, Types		iv larEdge Energy Bank, LG RESU Prime ^{rcs}					
Nur per or Barrer co. per Inverter		Up to 3 SolarEdge Energy Bank, up to 2 LG RESU Prime					
Continue of Power	(4) (0)	£.(), -1,		(E)(5V
Prop Lower	£ () 8°	4,6,4		12), 1(W
N. is Input Current	16	20		26.	5		Adc
.¹-pale Disconnection			Y	es			
SMART ENERGY CAPABILITIES							
Consumption Meter (n)			Boult				
Backup & Battory Storage	Mar 8				0A; Up to 3 inverters		
IV Charging			Direct comments in t	(Smartt) - barger			
ADDITIONAL FEATURES							T
Supported Communication Interfaces		RS485, Ethernet, Cellular [®] , Wi-Fi (optional), SolarEdge Energy Net (optional)					
Reverue Grade Metering, ANSI C12.20			Built				-
Integrated AC, DC and Communication Connection Unit		Υ, ν,					
Inverter Commissioning	Waththe	Was the setApp mobile application using built in Wi-Fr Access Point for local correction					
DC Voltage Rapid Shutdown (PV and Battery)		Yes, according to NEC 2014, NEC 2017 and NEC 2020 690.12					
STANDARD COMPLIANCE							1
Salety		UL1741, UL17411		6998, UL 1998, UL 954	10, CSA 22.2		-
Grid Connection Standards				le 21, Rule 14H			
Lmissions			FCC par	15 class B			1
INSTALLATION SPECIFICATIONS							
AC Output and LV AC Output Conduit Size / AWG Range				n / 14-4 AWG			
Di Input (PV and Battery) Conduit Size / AWG Range			1" maximur	n / 14-6 AWG			-
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				17.7 x 14.6 x 6.8 / 450 x 3,70 x 1/4			
Dimensions with Connection Unit (i Lx W x D)	17.7	:146 < 68 / 450 x	870 x 174	17.7 × 14.6 × 5.8 /	17.7 x 14.6 x 6.8 / 450	$1 \times 370 \times 174$	m/m
DIRECTSIONS WHILE COMPANY OF A COMPANY	16.47	CHUATOT TAKE	Chief to t	450 x 370 x 174*			
Weight with Connection Unit		26/118 26/137 30.2/13.7·		1	lb/kg		
Weight watte onfeetion onto		- 25		30.17.12.1			IDA
Noise	2'5	< 50*	< 25		~ 50		dBA
Cooling			Natural	Convection			
Operating Temperature Range			-40 to +140	/ -40 to +60 ⁻⁽³⁾			°F/°C
Protection Rating			N	MA 4			

⁽⁶⁾ The part numbers SExxxxH-USxMxxxxx only support the SolarEdge Energy Bank. The part numbers SExxxxH-USxMxxxxx support both SolarEdge Energy Bank and LG RESU Prime batteries

(6) The part numbers at xxxx1-2-static tax only support at a clearly separately sectors and backup applications.

Requires supporting inverter firmware.

(7) Discharge power is limited up to the inverter rated AC power for on-grid and backup applications.

(8) For consumption metering current transformers should be ordered separately. SECT-SPL-225A-T-20 or SEACT0750-400NA-20 units per box. Revenue grade metering is only for production metering.

(9) Information concerning the Data Plan's terms & conditions is available in the following link https://www.solaredge.com/sites/default/files/se-communication-plan-terms-and-conditions-eng.pdf.

(10) Full power up to at least 50°C / 122°F, for power de-rating information refer to https://www.splanedge.com/sites/default/files/se-temperature-derating-note-na.pdf.



 $\operatorname{\ensuremath{f imes}}$ Product specification may change without notice

1) 9.8kWh capacity, DC/DC Discharge Efficiency 97.5%. Ambient 77°F (25°C) 2) Peak Current excludes repeated short duration (less than 10 sec. of current pattern).



Product Specification (1/2)

RESU10H Prime

2021.Feb

Electrical Characteristics		
Total Energy Capacity		9.8 kWh @25°C (77°F)
Usable Energy Capacity 1)		9.6 kWh @25°C (77°F)
01 01 00 00 00 00 00 00 00 00 00 00 00 0	Charge	420 to 450 V DC
Voltage Range	Discharge	350 to 410 V _{DC}
Absolute Max. Voltage		595 V DC
Max. Charge/Discharge Current		14.3A@350V
Max. Charge/Discharge Power		5kW
Peak Power (only discharging) 2)		7kW for 10 sec.
Peak Current (only discharging)		20A@370V for 10 sec.
Communication Interface	1	RS485, CAN
DC Disconnect		Circuit Breaker, 40A, 600V rating
Connection Method		Spring Type Connector
User interface		LEDs for Normal and Fault operation
Protection Features		Over Voltage / Over Current / Short circuit / Reverse Polarity
Scalability		Max. 2 in parallel
(Total Energy, Max. Charge/Discharg	ge Power)	(19.2 kWh @77F (25 C), 6.6kW, 7kW for 10 sec)
Operating Conditions		
Installation Location		Indoor / Outdoor (Wall-Mounted, Floor-standing)
Operating Temperature		14 to 122°F (-10 to 50°C)
Operating Temperature (Recommen	ded)	59 to 86°F (15 to 30°C)
Storage Temperature (for transportation and warehousing)		-22 to 140°F (-30 to 60°C), acceptable for 7 days in tota -4 to 113°F (-20 to 45°C), acceptable for the first 6 mos -4 to 86°F (-20 to 30°C), acceptable for 7th ~12th mont
(C. C. 12 122)		5% to 95%
Humidity		370 to 3070
Humidity Attitude		Max. 6,562ft (2,000m)
15 42		0.5 (1.5 (1.5 (1.5 (1.5 (1.5 (1.5 (1.5 (1
Altitude		Max. 6,562ft (2,000m)
Altitude Cooling Strategy Certification	Cell	Max. 6,562ft (2,000m)
Altitude Cooling Strategy	Cell Battery Pack	Max. 6,562ft (2,000m) Natural Convection
Altitude Cooling Strategy Certification		Max. 6,562ft (2,000m) Natural Convection UL1642
Altitude Cooling Strategy Certification Safety		Max. 6,562ft (2,000m) Natural Convection UL1642 UL1973 / CE / RCM / TUV (IEC 62619)
Altitude Cooling Strategy Certification Safety Emissions		Max. 6,562ft (2,000m) Natural Convection UL1642 UL1973 / CE / RCM / TUV (IEC 62619) FCC Part 15 Class B



Product Specification (2/2)

0	00	1 4	_	
1	11/	21.	-	Ω
4	UZ			

			2021.1 00
Mechanical Characteris	tics		
	Width	504 mm (19.8'')	
Dimensions	Height	817 mm (32.2'')	
	Depth	295 mm (11.6'')	
Weight		111 kg (244lbs)	



STANDARD INSTALLATION AGREEMENT

Job Location Contractor Sub-Contractor Nastasi Residence Solar Foundations USA, Inc. Sunrun 154 Hambletonian Rd 775 Fiero Lane 1142 River Road Chester, NY 10918 Suite 200 New Castle, DE 19720 San Luis Obispo, CA 93401 855-738-7200 Approximate Start: TBD Approximate End: TBD SFUSA Plans Dated: 08/15/2022, Rev 0 We hereby submit specifications and estimates for the solar array ground mount structure (the "Solar Foundations Work"): 1. The estimate is based on the following design assumptions: 1.1 103 mph basic wind speed 1.2 30 psf ground snow load 1.3 Exposure category B 1.4 24" Average leading edge height 1.5 25 degree array tilt angle 1.6 JA Solar JAM60S17-325/MR Solar Panels (39.21" x 66.5" x 35 mm) 1.7 Ground slope, Array slope and array location detail. 1.71 Ground contour is flat in the north-south direction and a maximum of 5 degrees slope in the east-west direction 1.72 The array will follow the east-west site slope if the site slope in the east-west direction exceeds 10' 1.73 The site is fully accessible (clear access path) and that the work area is clear of brush, debris and all stumps have been removed 2. The sub-structure cost includes the material and installation of the following: (1 - 4Lx15C sub-array) 2.1 21/2" Sch 40 Helical Piles 2.2 North-south diagonal wind brace 2.3 Horizontal tube steel beam 2.4 Horizontal beam mounting hardware 2.5 Stamped structural drawings 2.6 (1) Equipment support column(s) installed per field direction 3. The module mounting system consists of the following materials only, no installation except as noted: 3.1 SF Rails and mounting hardware, including installation 3.2 Solar panel top mount hardware with Integrated Bonding Mid Clamps 3.3 Grounding Lug Kit 3.4 Inverter Mounting Hardware (65 pcs 1/4-20 T-Bolt, Washer & Nut) 1. \$400.00 minimum delay charge if the array corners are not staked out prior to our crew arrival on the job site Additional 2. \$400.00 minimum additional charge will be added if the installation area is further than 100' from the vehicle access area 3. \$45.00 per location pre-drill charge for pile locations requiring rock augering 4. \$145.00 per location pre-drill charge for pile locations requiring rock drilling The Contractor shall be responsible for the following: 1) Obtain and/or submit any and all necessary permits, approvals, applications, requests and/or other applicable governmental consents as may be necessary 2) Prepare as necessary, any and all plans, specifications and/or similar design specifications. Solar Foundations USA, Inc. shall provide engineer stamped structural drawings if specifically listed in the work scope. No engineering reviews have been performed for non Solar Foundation drawings. 3) Properly and clearly mark the outside corners of the array. 4) Ensure that there are no underground improvements (gas, water, power, phone, cable etc.) within the array location. 5) All Miss Utility/Dig-Safe notifications (or equivalent notifications required prior to excavation) shall be made by the Contractor, which shall include notification to applicable utility companies prior to the commencement of the Solar Foundations Work. 6) Contractor shall properly locate and mark any and all underground utilities, pipes, conduits and lines in the work area. Solar Foundations USA shall, under no circumstances, be responsible for any damage caused to any Underground Improvements which are not accurately and clearly identified by Contractor. Either party may terminate this Agreement for any reason in the event: (i) the Solar Foundations Work is stopped, delayed and/or limited in any manner beyond the control of Solar Foundations for a period of fifteen (15) days or more; (ii) the Solar Foundations Work is stopped, delayed or limited in any manner resulting from the act or neglect of Contractor for a period of seven (7) days; (iii) Contractor fails to pay Solar Foundations any payment due under this Agreement within seven (7) days after it is due; (iv) Solar Foundations is unable for any reason to install the Posts at the locations established by Contractor hereunder, in which event: (a) Solar Foundations reserves the right to remove any Posts installed and terminate this Agreement; and (b) Solar Foundations shall not be obligated to restore and/or repair the Project following such removal; or (v) any other reason or cause reasonably determined by Solar Foundations which would frustrate the intended agreement of the parties hereunder upon fifteen (15) days' prior written notice to Contractor. Solar Foundations shall make a good-faith, due diligent effort to keep the Project free from the accumulation of waste materials and/or rubbish generated by Solar Foundations. Contractor acknowledges that minor damage may be caused by the undertaking and completion of the Solar Foundations Work, and in no event shall Solar Foundations be responsible for minor damage to any lawns, shrubbery, trees and/or improvements located adjacent to the Project. Solar Foundations shall not be responsible for securing gates and/or fencing and in no event shall Solar Foundations be responsible for pets or other animals on the project site. All work excludes prevailing wage rates unless specifically included in the work scope. Should it be determined at a later date that the project was subject to prevailing wage rates, the Contractor will be responsible for any additional cost associated with payment of prevailing wages including back pay and any penalties. All payments made shall be applied to the oldest outstanding invoice regardless of project/job. All reasonable attorney fees resulting from the Contractors failure to meet the contract terms shall be paid for by the Contractor. We propose to furnish the Solar Foundations Work in Payment due in full within 30 days of completion \$15,145.00 Late payments accrue interest at 11/3 % per month accordance with this agreement, for the sum of: Date Solar Foundations Proposal Agreed Rep. Signature: and Accepted:

Date: 08/15/2022

TERMS AND CONDITIONS

These Terms and Conditions are printed on the reverse side of the Standard Installation Agreement (the "Agreement") and are intended to supplement the terms, conditions and provisions pursuant to which Solar Foundations will provide the Solar Foundations Work to the Contractor. Solar Foundations and Contractor hereby agree as follows:

- 1. Scope of Work. This Agreement, incorporating the Contractor's specific services, fees and other terms and conditions, constitutes the entire agreement between the parties. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. Solar Foundations is not liable or bound by any warranties, guarantees, statements or representations made by any broker, agent, employee or other person representing or purporting to represent Solar Foundations unless herein expressly set forth. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation made by the other not embedded in this Agreement. This Agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. Contractor hereby grants to Solar Foundations full and complete access to the Project in order for Solar Foundations to provide the services provided herein. SFUSA crew work hours on site shall be permitted from 6:30 am to 8 pm Monday thru Sunday unless otherwise stated in this contract. The Contract price is good for 75 days from the SFUSA signed date of the contract. Any delays in commencement of work beyond 75 days from the SFUSA signed date of contract may result in a change in contract price due to material cost changes and is done at the sole discretion of Solar Foundations.
- 2. Limited Liability. Contractor expressly acknowledges that the Solar Foundations Work involves the provision of services in the nature of the installation of certain products which are manufactured by third-party manufacturers and sold to Solar Foundations. Contractor further acknowledges that Solar Foundations is not involved in the manufacturing of helical piles and is relying on the manufacturer thereof with respect to the quality of the helical piles and the suitability of the helical piles for the intended installation by Solar Foundations. To the fullest extent permitted by law, Contractor shall look solely to the manufacturer of any such consumer products with respect to any warranties or claims in connection therewith and hereby releases Solar Foundations from any liabilities, obligations, claims and/or damages with respect to the consumer products which may be installed within the project. Other than as expressly set forth herein, Solar Foundations gives no warranty, express or implied, as to description, quality, merchantability, fitness for any particular purpose or any other matters which extend beyond the terms and conditions thereof.

3. Limited Warranty.

A. Provided that Contractor is not in default of this Agreement and has fully made all payments due to Solar Foundations hereunder, Solar Foundations agrees to extend to Contractor upon the receipt of such final payment, the limited warranties described in this paragraph. For a period of time commencing on the date of substantial completion of Solar Foundations Work and expiring without further action and/or notice by Solar Foundations on the twenty-fifth anniversary of the date of such substantial completion (the "Limited Warranty Period"), Solar Foundations shall, at Solar Foundation's sole cost and expense, undertake all necessary corrections, repairs or replacements of Solar Foundation's Work as shall be necessary by reason of faulty or incomplete installation of the Solar Foundations Work; PROVIDED, HOWEVER, in no event shall Solar Foundations have any obligation to make any corrections, repairs and/or replacements caused by: (i) the acts and/or omissions of Contractor, its agents, subcontractors, guests and/or invitees, including any failure of the Contractor to perform his/her obligations under this Agreement including but not limited to periodic maintenance to prevent surface corrosion; (ii) any defects with respect to the manufacturing and/or construction of the consumer products; or (iii) any repairs, corrections and/or replacements which are not the result of any faulty or incomplete installation by Solar Foundations and/or Solar Foundation's contractors. In the event Contractor shall determine that any corrections, repairs and/or replacements (to the extent required to be made by Solar Foundations hereunder) shall be required during the Limited Warranty Period (collectively a "Defect"), Contractor shall immediately send written notice thereof to Solar Foundations, which shall provide a detailed written description of the nature of the Defect, and Solar Foundations shall promptly correct such Defect to the reasonable satisfaction of Contractor, at Solar Foundation's sole cost and expense. Upon the correction, repair and/or replacement of the Defect, Solar Foundation's obligation hereunder shall be satisfied, it being understood and agreed that in no event shall Solar Foundations be responsible for any additional damages, costs or expenses of any nature or any kind incurred with respect to the Defect, except for the correction, repair and/or replacement thereof. It is understood and agreed that Solar Foundation's obligation hereunder shall continue during the Limited Warranty Period; PROVIDED, HOWEVER, the limited warranty (and any other obligations of Solar Foundations with respect to the installation of Solar Foundations Products) shall expire automatically without further action of the parties on the twenty-fifth anniversary of the substantial completion of the Solar Foundations Work, unless a specific claim in writing with respect to a Defect shall have been made, or an action at law or in equity shall have been commenced or filed prior to such twenty-fifth anniversary. Upon the discovery of any Defect, Contractor shall have an obligation to undertake any and all actions as may be necessary and/or appropriate to mitigate any damages hereunder.

- B. NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY AND OR THIS AGREEMENT TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THE AGREEMENTS, WARRANTIES, REPRESENTATIONS AND COVENANTS OF SOLAR FOUNDATIONS HEREUNDER REPRESENT "A LIMITED WARRANTY", AND THEREFORE, SOLAR FOUNDATIONS'S OBLIGATIONS TO CORRECT AND/OR REPAIR ANY DEFECT ARE LIMITED TO THE TERMS AND CONDITIONS HEREOF. Contractor accepts the Limited Warranty as the sole warranty given by Solar Foundations to Contractor. The agents, employees and independent contractors of Solar Foundations are not authorized to modify this Limited Warranty or give additional warranties binding on Solar Foundations. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL SOLAR FOUNDATIONS, IN ANY CASE, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS AND/OR DIMINUTION OF VALUE, CREATED BY, ARISING OUT OF, OR RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, EVEN IF SOLAR FOUNDATIONS OR SOLAR FOUNDATIONS'S AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4. Additional Agreements. The Solar Foundations Work and/or terms or conditions specified on the reverse of this Agreement may only be changed, amended or altered by means of a change order duly executed by both Solar Foundations and Contractor, said change order to be provided by Solar Foundations and containing the items to be altered or changed, the manner of alteration and change and the cost increase or decrease resulting therefrom. The change order, once executed in the above manner, will become a part of this Agreement and all other terms of this Agreement will prevail excepting those items changed or altered. No act or acts on the part of Solar Foundations or Contractor shall constitute a waiver of the aforesaid provisions. Furthermore, nothing herein shall be deemed to require Solar Foundations to accept any change order unless Solar Foundations is satisfied with the terms, conditions and provisions thereof, in its sole and absolute discretion.
- 5. Miscellaneous. In the event any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be ineffective to the extent such provision is invalid or unenforceable. Any such invalid or unenforceable provision shall not in any way affect the validity or enforceability of any other provision of this Agreement. The parties acknowledge that they have had the opportunity to be represented by counsel in the negotiation and execution of this Agreement, and therefore, it is expressly agreed that in the case of any vagueness, ambiguity and/or question or intent or interpretation with regard to any provision of this Agreement, there shall be no presumption of construction against the drafter of such provision, but instead this Agreement shall be interpreted in accordance with a fair construction of the law. Furthermore, Contractor will be responsible for the payment of any and all applicable sales and use taxes (or other similar taxes, charges or impositions) imposed on charges for goods and services provided by Solar Foundations to Contractor under this Agreement. THE CONTRACTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY CONTRACTOR AGAINST SOLAR FOUNDATIONS ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE SOLAR FOUNDATIONS WORK AND/OR ANY CLAIM OF INJURY OR DAMAGE.