

ORDINANCE NO.: 2024-47

FIRST READING APRIL 8, 2024

INTRODUCED BY: MARK PORTER

SECOND READING APRIL 22, 2024

THIRD READING WAIVED

ORDINANCE APPROVING THE PROPOSAL SUBMITTED BY YELLOWLITE, INC. IN AN AMOUNT NOT TO EXCEED \$33,620 FOR THE PURPOSES OF PROVIDING SOLAR POWER TO THE VILLAGE, AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO A CONTRACT WITH YELLOWLITE, INC. IN ACCORDANCE WITH ITS PROPOSAL, SUBJECT TO APPROVAL BY THE VILLAGE SOLICITOR, AND DECLARING AN EMERGENCY.

WHEREAS, in an effort to minimize the Village's reliance upon electric power, Council wishes to provide solar power to the Village campus;

WHEREAS, YellowLite, Inc. is a vendor in the business of installing and providing such solar power and has provided Council with a proposal to install and provide solar power to the Village for \$33,620 pursuant to the terms of the proposal (the "Proposal"), a copy of which is attached hereto and incorporated herein by reference as **Attachment 1**; and

WHEREAS, Council desires to approve such Proposal and enter into a contract with YellowLite, Inc. in accordance with the terms of its Proposal, provided that such contract is approved by the Village Solicitor.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Proposal is hereby approved in an amount not to exceed \$33,620; provided however, that a contract between YellowLite, Inc. and the between the Village of South Russell is entered into in accordance with the terms of the Proposal attached as **Attachment 1** and which contract is approved by the Village Solicitor.

SECTION 2. Upon the approval of the Village Solicitor of a contract between YellowLite, Inc. and the Village in accordance with YellowLite, Inc.'s Proposal, the Mayor and Fiscal Officer are hereby authorized to execute the contract on behalf of the Village and are authorized to take all necessary and other action in accordance with the contract.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to enable the solar panels to be installed as soon as possible;

wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

William G. Koon
Mayor - President of Council

ATTEST:

Danielle Romanowski
Fiscal Officer

I certify that Ordinance No. 2024-47 was duly enacted on the 22nd day of APRIL, 2024, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski
Fiscal Officer



City of South Russell
1224 Bell Rd, Chagrin Falls, OH 44022, USA
erp@yellowlite.com

Proposal for a 16.4 kW solar project

16.4 kW with Tesla 7.6kW Solar Inverters

City of South Russell
erp@yellowlite.com

1224 Bell Rd.
Chagrin Falls, OH 44022, USA



Company

YellowLite Inc.
+1 (216) 333-1364
www.yellowlite.com
1925 St Clair Ave NE, Cleveland, OH 44114, USA
info@yellowlite.com

Your solar pro

Gatsby Bodnar
gatsby.bodnar@yellowlite.com
(216) 584-6206

Generated Date: February 7th, 2024

Solar Details



System size
16.4 kW DC

Panels
SIL - 410 BG

Inverters
Tesla Solar Inverter 7.6kW

CEC-AC rating
14.23 kW AC

Estimated First Year Production
19,136 kWh

Consumption Offset
99%

Array details

Panel: SIL - 410 BG

Quantity: 40

Watts: 410

Azimuth: 178° (S)

Tilt: 28°

Mounting: flush



Materials

Material	Description	Data sheet	Quantity
Panels	SIL - 410 BG (410 Watts)	Download	40
Inverters	Tesla Solar Inverter 7.6kW	Download	2

Previous projects



Brendan M. - Beachwood, OH (19kW)

"Brian and Zach were really great to work with. I would say that this company is the best overall contractor of any kind I have work with for my house. Brian was patient and not pushy at all with the sale of the system. Zach was responsive, and the work was done very quickly. I am very happy with my experience."

-Brendan

Tim K. - Beavercreek, OH (7.22kW)

"I develop and manage construction projects for a living, so when it came to researching solar power I took my time. I spent a few months seeking information from multiple sources from every corner of the internet, hours on the phone around the country, tradesmen I work with and know personally, to salesmen in my kitchen. Of all the time I spent, only one company ultimately stood out as a potential candidate.

As of today, my solar power system has been running efficiently without issue or fault for a little over a month. I



Ryan M. - Medina, OH (21.46kW)

Previous projects



James R. - Solon, OH (10.36kW)

"The solar panel installation process was perfectly handled from start to finish with NO homeowner stress. Yellow Lite professionals thoroughly took care of EVERY aspect and detail. An A++++ business that is HIGHLY recommended!"

-James R.

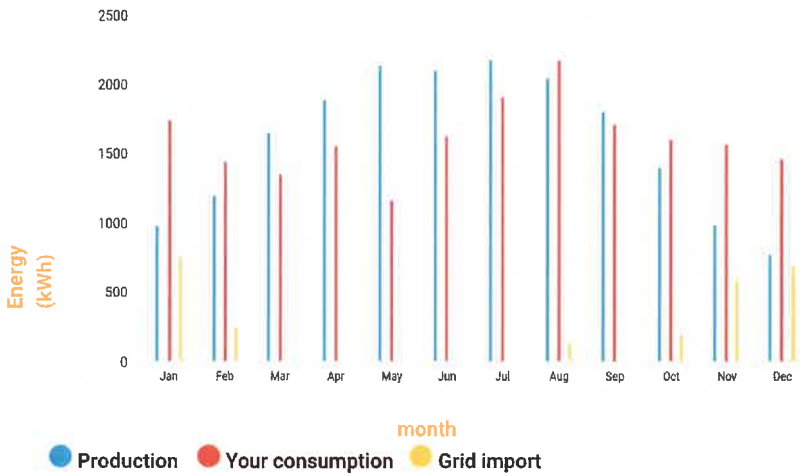
Mary Z. - Carnegie, PA (4.32kW)

"My next door neighbor recommended Yellowlite based on their excellent service. Everyone I dealt with provided outstanding services and products. Couldn't ask for a nicer group of professionals to work with. Always courteous and respectful, knowledgeable, skilled, with a creative, can-do attitude. Paul, Brian, Eric, Jerome, John and Nick are my heroes! Can't thank you all enough for the fine work you did to create my home system."

-Mary Z.



Usage breakdown



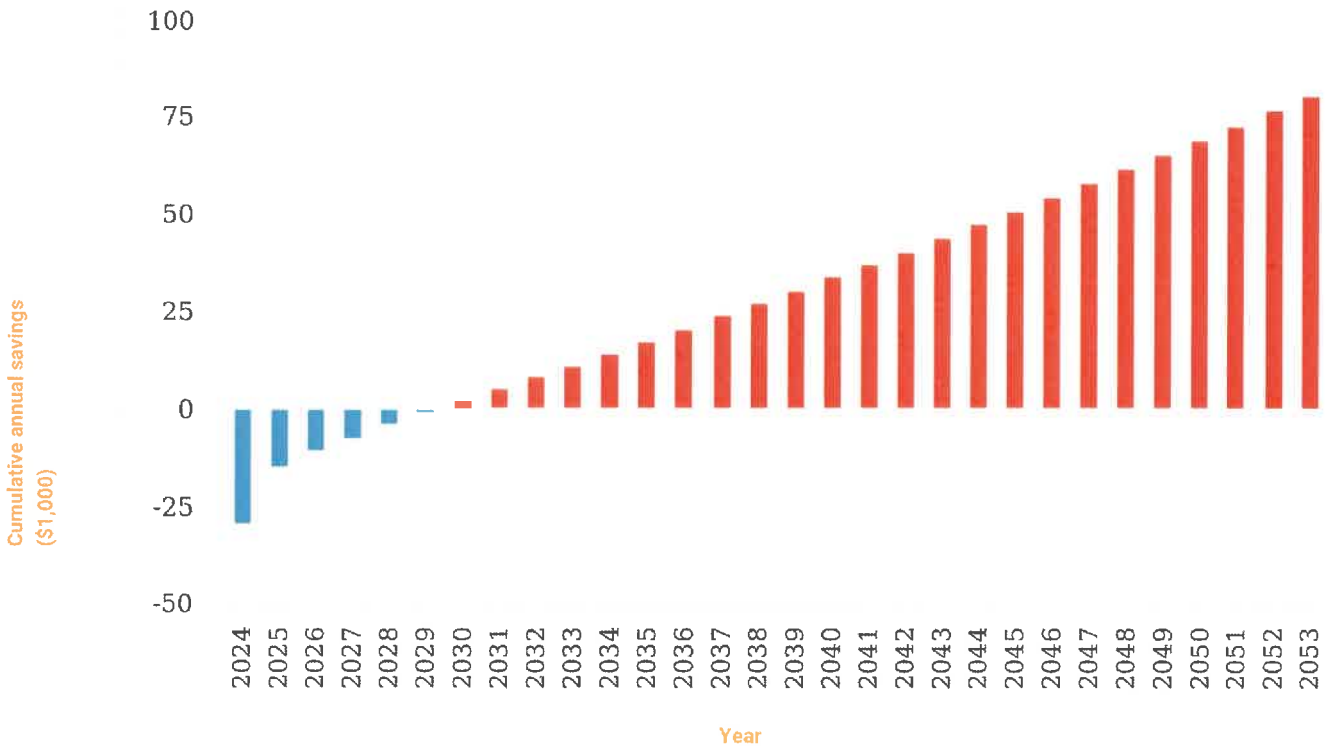
Consumption Offset

99%

Estimated First Year Consumption
19,305.7 kWh

Estimated First Year Production
19,135.8 kWh

Estimated yearly cumulative savings



Assuming a 2.00% escalation rate on utility rate



City of South Russell
1224 Bell Rd, Chagrin Falls, OH 44022, USA
erp@yellowlite.com

CASH PRICE

Old utility bill	\$273.59/month
Estimated new utility bill	\$65.46/month
Estimated bill difference	\$208.14/month

Net savings

⊕ Utility savings	\$98,543.38
⊕ Incentive revenues	\$0.00
⊕ Tax benefits	\$15,801.40
⊖ Operating cost	\$0.00
⊖ Financial payments	\$33,620.00



Net savings

\$80,724.78

Payback period
6.25 years

Return on investment (ROI)
11% per year



Month-by-month details

For Net Savings, the cash price is not included in the monthly breakdown because it is assumed that it will be paid upfront (Month 0).

Month (2024)	Utility savings	Incentive revenues	Operating cost	Financial payments	Tax benefits	Monthly savings
January	\$154.51	\$0.00	\$0.00	\$33,620.00	\$95.26	-\$33,370.24
February	\$171.42	\$0.00	\$0.00	\$0.00	\$95.26	\$266.68
March	\$218.97	\$0.00	\$0.00	\$0.00	\$95.26	\$314.22
April	\$263.30	\$0.00	\$0.00	\$0.00	\$95.26	\$358.55
May	\$294.16	\$0.00	\$0.00	\$0.00	\$95.26	\$389.42
June	\$340.42	\$0.00	\$0.00	\$0.00	\$95.26	\$435.68
July	\$335.29	\$0.00	\$0.00	\$0.00	\$95.26	\$430.54
August	\$334.67	\$0.00	\$0.00	\$0.00	\$95.26	\$429.92
September	\$254.71	\$0.00	\$0.00	\$0.00	\$95.26	\$349.97
October	\$191.79	\$0.00	\$0.00	\$0.00	\$95.26	\$287.05
November	\$150.64	\$0.00	\$0.00	\$0.00	\$95.26	\$245.89
December	\$80.94	\$0.00	\$0.00	\$0.00	\$95.26	\$176.19
Total	\$2,790.80	\$0.00	\$0.00	\$33,620.00	\$1,143.08	-\$29,686.12

Production and Savings estimates are based on a period of 30 years by default. The length of the default project life can be updated for all projects by visiting the [Your Pricing](#) section in the Company settings. To change the project life for this project, visit [Utility](#) section under Settings button at the top edge of this page. Estimated production assumes equipment is maintained and free from damage or other impediments. Estimated projected usage is based on your current utility bill.



Year-by-year details

Year	Utility savings	Incentive revenues	Operating cost	Financial payments	Tax benefits	Annual savings
2024	\$2,790.80	\$0.00	\$0.00	\$33,620.00	\$1,143.08	-\$29,686.12
2025	\$2,811.50	\$0.00	\$0.00	\$0.00	\$11,914.93	\$14,726.43
2026	\$2,842.40	\$0.00	\$0.00	\$0.00	\$1,097.36	\$3,939.76
2027	\$2,874.16	\$0.00	\$0.00	\$0.00	\$658.41	\$3,532.57
2028	\$2,909.07	\$0.00	\$0.00	\$0.00	\$658.41	\$3,567.48
2029	\$2,939.24	\$0.00	\$0.00	\$0.00	\$329.21	\$3,268.44
2030	\$2,972.57	\$0.00	\$0.00	\$0.00	\$0.00	\$2,972.57
2031	\$3,006.45	\$0.00	\$0.00	\$0.00	\$0.00	\$3,006.45
2032	\$3,006.22	\$0.00	\$0.00	\$0.00	\$0.00	\$3,006.22
2033	\$3,075.84	\$0.00	\$0.00	\$0.00	\$0.00	\$3,075.84
2034-2038	\$15,889.41	\$0.00	\$0.00	\$0.00	\$0.00	\$15,889.41
2039-2043	\$16,739.79	\$0.00	\$0.00	\$0.00	\$0.00	\$16,739.79
2044-2048	\$17,766.46	\$0.00	\$0.00	\$0.00	\$0.00	\$17,766.46
2049-2053	\$18,919.48	\$0.00	\$0.00	\$0.00	\$0.00	\$18,919.48
Total	\$98,543.38	\$0.00	\$0.00	\$33,620.00	\$15,801.40	\$80,724.78



Pricing

	Price	Discounts & rebates	Total price
Base Price for Solar Based on a 16.4 kW installation	\$33,620.00		
Gross Cost	\$33,620.00	-\$0.00	\$33,620.00
Federal Tax Credit Residential Renewable Energy Tax Credit - 30%		-\$10,086.00	
Cost after rebates & incentives*	\$33,620.00	-\$10,086.00	\$23,534.00

*Note: Not everyone is eligible for credits, incentives, or rebates or can fully use them. Please consult your tax professional or legal professional for further information.** Incentives are subject to change. The actual amount can be higher or lower than what is quoted, and may not stay at a fixed rate over time. It can also change based on the tax bracket you are in.



Pricing

Modified Accelerated Cost Recovery System (MACRS) (with 0% Bonus)

Depreciation Benefit

Tax savings - Year 1 (0% Bonus + 20.00% of new basis)	-\$1,143.08
Tax savings - Year 2 (32.00% of new basis)	-\$1,828.93
Tax savings - Year 3 (19.20% of new basis)	-\$1,097.36
Tax savings - Year 4 (11.52% of new basis)	-\$658.41
Tax savings - Year 5 (11.52% of new basis)	-\$658.41
Tax savings - Year 6 (5.76% of new basis)	-\$329.21

***Note:** Not everyone is eligible for credits, incentives, or rebates or can fully use them. Please consult your tax professional or legal professional for further information.** Incentives are subject to change. The actual amount can be higher or lower than what is quoted, and may not stay at a fixed rate over time. It can also change based on the tax bracket you are in.



Project timeline

Step	Details	Charge
Contract Signature	File opening and centralizing all information	
Site Assessment	Complete Site Evaluation & Final Measurements	\$3,362.00 (10%)
Permits and Applications	Completing paperwork for incentives and regulatory steps	
Installation & Connection	Delivering Materials to Location, Installation and Wiring	\$23,534.00 (70%)
Final Connection	Installing Meter and Connecting Inverters	\$6,724.00 (20%)
Monitoring	Providing Access to System Performance	



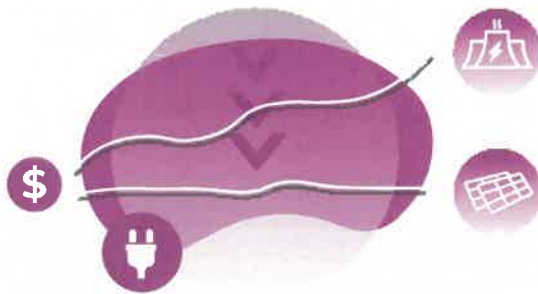
About us

YellowLite is one of Ohio's most experienced solar installation companies. Since our founding in 2009, we have installed over 2,000 custom solar projects for residential, commercial and non-profit customers across Ohio, Pennsylvania, Michigan, and beyond. We offer a full turnkey installation experience—our team will take care of everything from start to finish. Our process includes designs, permitting, utility approval, equipment, installation, commissioning and monitoring.

Here's what makes us different than other solar providers:

- **Locally-owned and operated**— We're headquartered and operate from Cleveland Ohio. The entire solar installation is completed by our in-house staff for maximum quality control and ease of installation. Homeowners who go with YellowLite keep their hard-earned dollars in the area and invest in a local force for solar good.
- **Transparent, low-pressure buying process**— We use region-specific shade software to estimate for conservative solar production for each home. We use data-based utility rates and inflation data when modeling your return on investment/savings. Our buying process is virtual and education-based—saving you time, money and hassle.
- **In-house service department**— Solar is a long-term investment, so it's important to partner with an established local company for hassle-free assistance if you ever need your solar array serviced. No dealing with third party service plans or navigating through large out-of-state companies to fix a roof leak—YellowLite has a fully staffed, in-house service department that is direct, timely and responsive if you ever need something post-installation.

Benefits of solar



Control your energy costs

As utility prices continue to climb you will enjoy predictable energy costs for years to come.



Increase the value of your property

A number of real estate studies find that solar is a building improvement that may increase the market value of your property.

Source: <https://www.nrel.gov/docs/fy08osti/42733.pdf>

Benefit your environment



43,289

Gallons of gasoline saved



16,371

Trash bags of waste recycled



6,412

Tree seedlings grown for 10 years



423,688

Pounds of coal saved



PURCHASE AGREEMENT TO INSTALL A PHOTOVOLTAIC SYSTEM

YellowLite, Inc. | 1925 St. Clair Ave NE | Cleveland, OH 44114
1-877-743-8757 | Taxpayer ID: 27-032544

This Agreement is made on (Date) 04/29/2024

between (Name of Property Owner)
(Hereinafter referred to "Owner") William Koons

(Street Address, City, State, Zip Code)
(Hereinafter referred to as "Property") Village of South Russell - 1228 Bell Rd., Chagrin Falls, OH, 44022

who resides at (if different from above)
(Street Address, City, State, Zip Code) _____

and YellowLite Inc., an Ohio corporation.
(Hereinafter referred to as "YellowLite, contractor, installer").

SCOPE OF WORK

A The photovoltaic system is to be installed on the Property indicated above for the mentioned Property Owner. The installation process includes all pertinent permitting/zoning application(s), utility interconnection application(s), structural review (if applicable), physical installation of the solar (photovoltaic) modules to the designated install site (roof/ground as dictated by final PV system design), physical installation of the inverter(s) and all other Balance of System (BOS) components (as dictated by final PV system design), conduit runs from the solar array to the inverter(s), conduit runs from the inverter(s) to the property's existing electrical service (if applicable), physical installation of all supplemental components with proper labels as designated by the most up-to-date National Electric Code (NEC) standards. The work will be done using the supplies as described in Section II of this agreement. A full and complete list of labor and materials will be provided in the final bill of sale.

B The Owner hereby states that they are the lawful and vested Owner of the Property. The Owner hereby authorizes YellowLite to commence and complete the usual and customary labor to complete the photovoltaic system installation.

C It is the sole responsibility of the Owner to identify for YellowLite the property lines so that construction may take place solely on the Property of the Owner. YellowLite hereby relies upon said identification of Owner and shall NOT be liable for any damages and/or costs associated with the installation of the photovoltaic system on any other property other than the Owner's Property, as indicated above. Owner hereby agrees to indemnify YellowLite from any liability, whatsoever. A property line survey may be required or can be requested; in which both of either scenario the Owner is responsible for any additional costs associated with this service.

NAME: William Koons INITIAL: WK DATE: 04/29/2024

D YellowLite Inc. maintains general liability, workers compensation, and builder's risk insurance. A copy of Contractor's certificate of insurance is attached to the Agreement evidencing that Contractor holds the required insurance coverage.

E All work done on the photovoltaic system shall be designed and installed in accordance with state, local, and municipal building codes, standards, and/or ordinances.

F YellowLite Inc. assumes the responsibility of applying for and receiving all permits and approvals required by all parties governing photovoltaic installations related to the Owner and the property listed. This service is included in the turnkey contract cost and will NOT carry any additional cost to the customer for the system installation. The contract cost also includes structural analysis fees of up to \$500 USD.

G However, the Owner will be responsible for any additional costs and/or fees (in excess only) applied by the local electric utility and/or local, municipal, and/or state building requirements. The additional costs will include all structural analysis fees in excess of \$500 USD only.

H YellowLite will apply for and complete the interconnection agreement between the Owner and their electric utility company/service provider. The interconnection approval usually occurs in stages and is solely up to the discretion and procedures outlined by the utility company/service provider. Yellowlite will adhere to all policies and practices outlined by the utility company/service provider for interconnection with respect to system size and design procedures for each unique project, and will complete all work pertaining to or related to compliance in interconnection to achieve final approval.

I YellowLite is NOT responsible for additional fees/charges related, but NOT limited to upgrading existing grid service, existing electrical service and setup at the project site, and/or the need for additional components to offer proprietary energy production at the Owner's property. The Owner will be notified of said electrical service upgrades and/or grid upgrades prior to installation and is responsible for any associated charges to be paid in full prior to YellowLite commencing work on the system installation.

J Final interconnection approval is granted solely by the electric utility company, and may progress or be conducted after the physical installation of the system has been completed. The system will be rendered "live" and be deemed operational only after final interconnection approval has been granted from the electric utility or the contractor has been provided prior approval to render the system "live" after installation. YellowLite is NOT responsible for any delays or immediate works on behalf of the utility company to complete final interconnection and will NOT excuse payment delays due to delayed final interconnection approval or incomplete inspections statuses following the installation.

K The Owner is responsible to provide an adequate schedule post-install to accommodate all necessary inspections, review boards, and utility intervention necessary for final interconnection approval. YellowLite is NOT responsible for any production loss during this time or any NET production of the system being billed as generation at the Owner's site prior to final interconnection approval by rendering a system "live" prior to ALL final authorized approvals.

L The racking or ballast (both rooftop and ground installations) equipment installed is designed to hold the panels securely and for roof installations solar panels will be oriented parallel to the roof surface. The panels will have the capability of being removed to provide access to the other panels in the array if and when they may need to be serviced, replaced, or needing access for alternative works.

M In accordance with manufacturer representations, all materials are designed, manufactured, and tested in accordance with the industry standard for photovoltaic system components.

N All finalized designs are subject to NABCEP® certified engineers and under the discretion of the contractor to maximize system efficiency and performance. Aesthetics, wiring, and pre-installation design work must be approved prior to installation. The Owner will have the opportunity to review and discuss the proposed installation before any work is to commence and will be required to sign off on the final design approved for installation by both parties.

O Neither YellowLite, the contractor/installer, or any contracted subsidiary shall have any liability, including for the replacement of materials or labor to replace the materials, if any portion of the photovoltaic system or roofing material is damaged, destroyed, or subject to theft, except due to the

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negligent or intentional conduct of YellowLite, Inc. or its employees.

P The Owner is responsible to designate the area and intended location of where the shipped goods can be housed until installation commences. The inventory delivered on site can be left in its original packaging, and shall NOT be unpackaged or opened. YellowLite staff will unpack all items and components when on site for the installation

Q Work to be done on the photovoltaic system is expected to begin and end on the dates set forth below. However, work will NOT begin before all permitting, zoning, interconnection and local regulations have been satisfied. YellowLite reserves the right to change the installation schedule on a project need basis and will notify the property Owner prior to commencing installation. YellowLite Inc. will NOT be held responsible for delays due to uncontrollable circumstances including but NOT restricted to: strikes, casualty, acts of nature, illness, injury, unworkable weather conditions, or unavailability of materials.

Anticipated Begin Date: 04/29/2024

Anticipated End Date: 08/23/2024

MATERIALS

COMPONENT	MANUFACTURER	MODEL	QUANTITY
Solar Module	Silfab	SIL 420 QD	39
Mounting Hardware	IronRidge	XR-100	ALL
Inverter	TESLA	7.6kW Solar Inverter	39
Battery	N/A	N/A	0

A All materials are subject to change due to availability with approval from the Owner and shall be in writing. If the Owner does NOT approve of the change in equipment their system installation will NOT begin until an agreement on the materials is made between YellowLite Inc. and the Owner.

B Any changes in original equipment, components, or any other part(s) related to the system build will be notified to the owner prior to the installation. All final changes are subject to review by YellowLite staff and again are subject to review by NABCEP® certified engineers and are under the discretion of the contractor to maximize system efficiency and performance.

WARRANTIES

A YELLOWLITE WARRANTS THE INSTALLATION OF THE PHOTOVOLTAIC SYSTEM BY YELLOWLITE EMPLOYEES ONLY UNDER THE 10-YEAR LIMITED WARRANTY ATTACHED AS EXHIBIT A AND MADE PART OF THIS AGREEMENT. YELLOWLITE PROVIDES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE PHOTOVOLTAIC SYSTEM OR ITS INSTALLATION. IN ADDITION TO THE EXCLUSIONS STATED ON EXHIBIT A, THE LIMITED WARRANTY DOES NOT COVER DAMAGE CAUSED BY NON-YELLOWLITE EMPLOYEES OR DAMAGE DONE BY NON-YELLOWLITE LABORERS PERFORMING WORK ON THE PROPERTY.

B Every photovoltaic system comes with an included monitoring system. Online monitoring does require the Owner to provide internet access to the monitoring client hardware & software at the time of installation for proper setup. YellowLite is not responsible for providing an internet connection.

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SYSTEM CUSTOMIZATIONS

SERVICE	AMOUNT	DESCRIPTION MISC. NOTES
Solar Monitoring Provided	0	System monitoring through Tesla app
N/A	0	N/A
N/A	0	N/A

CONTRACT COST

A Total Contract Cost:	\$ 31440 .00
B System Customization Costs:	\$ 0 .00

EXCESS COSTS IF REQUIRED AT ANY TIME A HOME CONSTRUCTION SERVICE REQUIRES EXTRA COST SPECIFIED OR ESTIMATED IN THE CONTRACT THAT WERE REASONABLY UNFORSEEN, BUT NECESSARY, AND THE TOTAL OF ALL EXTRA COSTS TO DATE EXCEEDS FIVE THOUSAND DOLLARS (\$5,000) OVER THE COURSE OF THE ENTIRE HOME CONSTRUCTION CONTRACT. YOU HAVE THE RIGHT TO AN ESTIMATE OF THOSE EXCESS COSTS BEFORE THE HOME CONSTRUCTION SERVICE SUPPLIER BEGINS WORK RELATED TO THOSE COSTS.

INITIAL YOUR CHOICE OF THE TYPE OF ESTIMATE YOU REQUIRE:

Written Estimate Yes Oral Estimate No

TERMS FOR PAYMENT | FINANCING OPTIONS

A YellowLite reserves the right to disclose credit information to the financing institution(s) listed below for the sole purpose of applying for funds to service the intended renewable energy project/installation; to include both pre-install and post-install works.

B List of Financing Sources (if applicable; if payment is "cash" skip to next step):

COMPANY	AMOUNT	PAYMENT DESCRIPTION TENTATIVE DATES
CASH	31440	Online invoice and/or mailed check
N/A	0	N/A
N/A	0	N/A

TERMS FOR PAYMENT SCHEDULE

A Down payment - (10%)	\$ 3144 .00
B Installation Commencement- (70%)	\$ 22008 .00
C Commissioning of the system - (20%)	\$ 6288 .00

D Commission of the System (Defined) & Final Payment Disclosure: "Commissioning of the System" is defined to be the complete physical installation of the system and all necessary components with

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all related setup being completed by the installer/contractor. This is to also include any or all "beta-testing," examining system functionality and performance as well as having the system fully certified and review by YellowLite staff/crew for complete normal operation. YellowLite is NOT responsible for the timing of the final interconnection approval granted by the electric utility company. This may result in a time delay from date of completed installation to the actual date of inception for the installed system's production. Final payment is due upon completion of the installation and is NOT dependent whatsoever on the electric utility company, ensuing inspections, post-installation third-party certifications, alternate interconnection processes or approval timelines, and/or any other related and subsequent processes regarding live grid-tied operation. Off-grid systems will be rendered live as soon as they are tested and connected to the dedicated power storage as stated by their design.

E A failure to make payment for a period in excess of 5 business days from the due date shall be deemed as a breach of this Agreement. If payment is NOT made when due, YellowLite Inc. may suspend work on the job until all overdue payments have been made by the Owner. In the event that payments become overdue by 5 or more business days the Owner agrees to pay a late charge of \$50 on each overdue payment with interest at the rate of 8% per annum on the past due balance or the maximum amount permitted by law, in which case any amount in excess of such maximum rate shall reduce the total balance.

NOTICE TO CUSTOMER:

A Entire agreement. This contract constitutes the entire agreement of the undersigned parties. No other agreements, written or oral, pertaining to the work to be performed explained by this contract exists between the parties. This contract may be modified only with a separate signed agreement signed by both parties.

B Governing law. This contract shall be interpreted and governed in accordance with the laws of the state of Ohio.

C Severability. If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable Ohio law.

YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. IF YOU WISH TO CANCEL THIS PURCHASE, YOU MUST EITHER:

1 SEND THE ATTACHED SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR

2 PERSONALLY DELIVER THE ATTACHED SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO YOUR YELLOWLITE REPRESENTATIVE

3 IF THE DECISION TO PURCHASE THE PHOTOVOLTAIC SYSTEM WAS BASED SOLELY ON THE EXPECTATION OF APPROVAL FOR ANY TYPE OF FINANCING, GRANT OR REBATE; AND THE OWNER IS NOT APPROVED FOR SAID TERMS THEN THE OWNER IS ENTITLED TO A FULL REFUND OF THEIR DOWN PAYMENT.

4 IF CANCELLED WITHIN THE THREE DAY PERIOD YOU ARE ENTITLED TO A FULL REFUND WITHIN 10 DAYS OF THE RECEIVED CANCELLATION RECEIPT/NOTICE.

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CANCELLATIONS MADE AFTER THIS DESIGNATED TIME ARE SUBJECT TO FEES FOR SERVICES ALREADY RENDERED AND/OR RESTOCKING FEES APPLICABLE FOR INVENTORY AND OTHER RELATED MATERIALS. THE DEFAULT STANDARD RESTOCKING FEE IS 15% AND APPLIES UNLESS OTHERWISE NOTED BY YOUR ACCOUNT REPRESENTATIVE.

ADDITIONAL COMMENTS | AMENDMENTS

*****IMPORTANT:**

The following text from Section C, page 1, will be revised so that instead of "Owner hereby agrees to indemnify YellowLite from any liability, whatsoever.", the agreement will read, "Owner agrees to hold YellowLite harmless from liability."

Thank you very much for your business. We look forward to getting started on your project. Very soon your project manager will be reaching out to introduce themselves and coordinate a date for our site visit to begin your project. If at any time I can be helpful, please don't hesitate to reach me, but the assigned project manager will be the most informed team member to reach throughout the project. Thank you again, congrats on going solar!

WITNESS OUR SIGNATURES AS OF THE DATE FIRST ABOVE STATED

Property Owner

William Koons

(Printed Name)

William Koons

(Signature of Property Owner)

04/30/2024

(Date)

YellowLite Inc.

Gatsby Bodnar

(Printed Name)

Gatsby Bodnar

(Signature of Consultant)

04/29/2024

(Date)

Kevin Huryn

Kevin Huryn

Approved By (Sales Manager) **04/29/2024**