

Monday, April 22, 2013

To: Kenergy Solar

From: Daniel Hellerstein

Re: Status of work at 1909 Franwall Ave

On April 5 I delivered to your office a document stating my expectations regarding deadlines for the solar install at 1909 Franwall Ave, and a \$1000 check. Bank records show the check was cashed shortly thereafter. This indicates you received the document, and that you understand the conditions laid out in the document. In particular, a failure to meet a May 1 deadline (for substantive progress) and a June 1 deadline (for completion) will result in cancellation of the contract.

It has been over two weeks now, and given that I haven't heard from you at all, I conclude that there has been no progress. Please note that although some work awaits delivery of the battery enclosure, much does not (for example, fixing the non-performing string of 5 panels).

Hence, it appears likely the May 1 deadline will not be met. If that is indeed the case, I will consider the contract cancelled. This means I will contact MHIC for guidance, and will solicit a new contractor to finish the job.

Please note that I do not consider the contract to have undelivered physical equipment. Hence, I am not looking for reimbursement of payments. Rather, as stated in the April 5 document, should the cost (paid to another contractor) be less than the remaining balance, I will pay you the difference. Note that this "cost paid to another contractor" needs to factor in warranty coverage—assuming that the 5 year warranty you specified in our original contract will no longer be honored. Furthermore, in recognition of the complexity of the job, I will not require installation of a full AC-coupled system. Instead, a fully functioning (approved by Pepco and MoCo) PV install and battery backup are sufficient (the two do not have to be integrated).

Perhaps this assumption, that the deadlines will not be met, is incorrect. If so, as soon as possible provide me with a firm schedule of work (including a timeline for fulfilling inspections and other official paperwork).

As an aside, although it would probably be easier if Kenergy were to successfully meet the above deadlines, I am starting to think that hiring a new contractor is my best course of action. In other words, at this point I have lost patience and have no need to hear further apologies. So providing me with anything less than a firm schedule is a waste of time.

Lacking a firm schedule that you will actually meet, I would prefer that you formally agree that the contract is cancelled (per the description above and in the April 5 document). In that

scenario, I would probably skip MHC notification.

Thank you

Daniel Hellerstein