



Proposal Information

Proposal Code(s): **56842,56836**

Date Presented: **05/16/2022**

Presented By: **Elizabeth Skinner 2042**

Email: **eskinner@isaacheating.com**

Phone: **315-956-3718**

Rafiq Al-Saleh

Address: **4869 Thornwood Dr, Liverpool, NY 13088-**

5811

Phone:

Email: **rafyq422@gmail.com**

Your Total Investment Summary

56842 - New Proposal

Your Investment: \$2,400.00

56836 - New Proposal

Your Investment: \$6,324.09

Equipment:

(1) COIL * RCF3617STAMCA

COIL * HM
R410A 2.5-3TN
14SR



(1) Heat Pump - RHM RP1436FJ1NA

Rheem 14 SEER Heat Pump - 3 Ton Capacity



Installation Includes:

Set Condenser unit on a level base with anti-vibration pads and pump ups

Outdoor disconnect switch and conduit

Install properly sized circuit breaker in panel box

Braze weld refrigerant lines

Vacuum test & pressure test system

3/4" PVC drain with trap and union

Line voltage wiring

Set evaporator coil above Furnace
Diagnostic start up
System/Controls orientation with Mechanic
Installation performed by N.A.T.E. certified Mechanic
Protect flooring with drop cloths and boot covers
Haul away old equipment and job site debris
Work area left broom clean
Project Manager follow up post completion

Warranty Info:

10 year limited warranty on internal functional parts
1 year Isaac Gold Care, including first cleaning
Isaac Lifetime Workmanship Warranty

Your Total Investment:
\$8,724.09

Signature

Date



New York State Department of Taxation and Finance

New York State and Local Sales and Use Tax

Certificate of Capital Improvement**ST-124**

(2/12)

After this certificate is completed and signed by both the customer and the contractor performing the capital improvement, it must be kept by the contractor.

Read this form completely before making any entries.

This certificate may not be used to purchase building materials exempt from tax.

Name of customer (print or type) Rafiq Al-Saleh	Name of contractor (print or type) Isaac Heating & Air Conditioning
Address (number and street) 4869 Thornwood Dr	Address (number and street) 50 Holleder Parkway
City State ZIP code Liverpool NY 13088-5811	City State ZIP code Rochester NY 14615
Sales tax Certificate of Authority number (if any)	Sales tax Certificate of Authority number (if any)

To be completed by the customer

Describe capital improvement to be performed:

Q124914

Project name			
Street address (where the work is to be performed)	City	State	ZIP code

I certify that:

- I am the (mark one) ☐ owner ☐ tenant of the real property identified on this form; **and**
- the work described above will result in a capital improvement to the real property within the guidelines of this form; **and**
- this contract (mark one) ☐ includes ☐ does not include the sale of any tangible personal property that, when installed, does **not** become a permanent part of the real property (for example, a free-standing microwave or washing machine).

I understand that:

- I will be responsible for any sales tax, interest, and penalty due on the contractor's total charge for tangible personal property and for labor if it is determined that this work does not qualify as a capital improvement; **and**
- I will be required to pay the contractor the appropriate sales tax on tangible personal property (and any associated services) transferred to me pursuant to this contract when the property installed by the contractor does not become a permanent part of the real property; **and**
- I will be subject to civil or criminal penalties (or both) under the Tax Law if I issue a false or fraudulent certificate.

Signature of customer	Title	Date
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To be completed by the contractor

I, the contractor, certify that I have entered into a contract to perform the work described by the customer named above, and that I accept this form in good faith. (A copy of the written contract, if any, is attached.) I understand that my failure to collect tax as a result of accepting an improperly completed certificate will make me personally liable for the tax otherwise due, plus penalties and interest.

Signature of contractor or officer	Title	Date
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This certificate is not valid unless all entries are completed.

ST-124 (2/12) (back)

Guidelines

When the customer completes this certificate and gives it to the contractor, who accepts it in good faith, it is evidence that the work to be performed will result in a capital improvement to real property.

A capital improvement to real property is an addition or alteration to real property that:

- (a) substantially adds to the value of the real property or appreciably prolongs the useful life of the real property, **and**
- (b) becomes part of the real property or is permanently affixed to the real property so that removal would cause material damage to the property or article itself, **and**
- (c) is intended to become a permanent installation.

The work performed by the contractor must meet all three of these requirements to be considered a capital improvement. This certificate may not be issued unless the work qualifies as a capital improvement.

If a contractor performs work that constitutes a capital improvement, the contractor must pay tax on the purchase of building materials or other tangible personal property, but is not required to collect tax from the customer for the capital improvement.

For guidance as to whether a job is a repair or a capital improvement, see Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*.

A contractor, subcontractor, property owner, or tenant, may not use this certificate to purchase building materials or other tangible personal property tax free. A contractor's acceptance of this certificate does not relieve the contractor of the liability for sales tax on the purchase of building materials or other tangible personal property subsequently incorporated into the real property as a capital improvement unless the contractor can legally issue Form ST-120.1, *Contractor Exempt Purchase Certificate*. (See Publication 862 for additional information.)

The term *materials* is defined as items that become a physical component part of real or personal property, such as lumber, bricks, or steel. This term also includes items such as doors, windows, sinks, and furnaces used in construction.

Floor covering

Floor covering such as carpet, carpet padding, linoleum and vinyl roll flooring, carpet tile, linoleum tile, and vinyl tile installed as the initial finished floor covering in new construction, a new addition to an existing building or structure, or in a total reconstruction of an existing building or structure, constitutes a capital improvement regardless of the method of installation. As a capital improvement, the charge to the property owner for the installation of floor covering is **not** subject to New York State and local sales and use taxes. However, the retail purchase of floor covering (such as carpet or padding) itself is subject to tax.

Floor covering installed other than as described above does not qualify as a capital improvement. Therefore, the charges for materials and labor are subject to sales tax. The contractor may apply for a credit or refund of any sales tax already paid on the materials.

The term *floor covering* does **not** include flooring such as ceramic tile, hardwood, slate, terrazzo, and marble. The rules

for determining when floor covering constitutes a capital improvement do not apply to such flooring. The criteria stated in (a), (b), and (c) above apply to such flooring.

A certificate is accepted in good faith when a contractor has no knowledge that the certificate is false or is fraudulently given, and reasonable ordinary due care is exercised in the acceptance of the certificate.

If a contractor gets a properly completed Form ST-124 from the customer within 90 days after rendering services, and accepts it in good faith, the customer bears the burden of proving the job or transaction was not taxable.

If you are a contractor who installs items such as washing machines, clothes dryers, dishwashers, refrigerators, furniture, etc., which when installed or placed in real property do not become part of the real property, you must collect tax on your charge for the installation. The individual charge for any of these items is also taxable as the sale of tangible personal property.

If a contractor does not get a properly completed *Certificate of Capital Improvement* within 90 days, the contractor bears the burden of proving the work or transaction was a capital improvement. The failure to get a properly completed certificate, however, does not change the taxable status of a transaction; a contractor may still show that the transaction was a capital improvement.

The contractor must keep any exemption certificate for at least three years after the due date of the last return to which it relates, or the date the return was filed, if later. The contractor must also maintain a method of associating an exempt sale made to a particular customer with the exemption certificate on file for that customer.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Asbestos Rider

This proposal is conditioned on the inclusion of the following contract languages

1. The work shall not include the detection, abatement, encapsulation or removal of asbestos or products or materials or equipment containing asbestos.
2. This clause shall govern over any conflicting or inconsistent clause of any General Contract, general conditions of any such contract, special conditions, technical conditions, plans or specifications.
3. In the event the contractor encounters any asbestos product or material in the course of performing its work, the contractor shall have the right to discontinue its work and remove its employees from the project, or that portion of the project wherein such product or material was encountered, until such products or materials, and any hazards connected therewith are abated, encapsulated or removed, and/or it is determined that no hazard exists; further, contractor shall receive an extension of time to complete its work and compensation for delays encountered and compensation for any change in the sequence or method of its work occasioned as a consequence of said encounter.

Chimney Conditions

Unforeseen repairs and/or modifications to existing chimneys to accommodate chimney liners are not part of this agreement. If such repairs and/or modifications are determined to be necessary, it will be the responsibility of the homeowner to contract with a qualified chimney contractor.

Security Agreement

If Isaac Heating and Air Conditioning, Inc. is not paid pursuant to the terms of this agreement, as set forth on page one, it may have a claim against you which may be enforced against your property in accordance with the applicable lien law. **NOTICE: Any contractor, subcontractor, or material-man who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged.**

Payment of the agreed upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. You may contact an attorney to determine your rights to discharge a mechanic's lien.

In addition to any other amounts due hereunder, Buyer shall pay to the Seller any and all attorney's fees and expenses incurred by Seller in collection of the debt secured hereunder, whether or not litigation has actually been commenced. Any and all such sums shall be deemed secured by the collateral in addition to the purchase price and other service charges provided for herein.

BUYER AGREES TO PAY INTEREST CHARGES ON PAST DUE ACCOUNTS AT A RATE OF 1 ½% PER MONTH, 18% PER ANNUM ON AMOUNTS UNDER \$500.00 AND 1% PER MONTH, 12% PER ANNUM ON AMOUNTS ABOVE \$500.00 AND ALL LEGAL FEES AND COSTS IF A DEFAULT OCCURS. SELLER MAY OBTAIN A CREDIT REPORT ON BUYER IN CONNECTION WITH THIS CONTRACT.

IF APPLICABLE, BUYER MAY REQUEST THE CREDIT REPORTER'S NAME AND ADDRESS. THE BUYER MAY CANCEL THIS CONTRACT UNTIL MIDNIGHT ON THE THIRD BUSINESS DAY AFTER THE DAY ON WHICH THE BUYER SIGNS THIS DOCUMENT.

BUYER SHALL PAY A NONREFUNDABLE DEPOSIT TO SELLER TO EQUAL 25% OF THE CONTRACT PRICE, UPON MUTUAL ACCEPTANCE OF THIS AGREEMENT. IF THIS TRANSACTION FAILS TO CLOSE FOR ANY REASON OTHER THAN DEFAULT BY SELLER, THE NONREFUNDABLE DEPOSIT SHALL REMAIN THE PROPERTY OF THE SELLER.

ONE YEAR LIMITED LABOR WARRANTY • MANUFACTURER'S LIMITED WARRANTY TO APPLY TO EQUIPMENT

Signature



Date





Isaac Policy

At the completion of ANY work performed, Isaac employees will:

1. Inform the client about **Amanda's Law**
2. **Explain** the importance of CO alarms in the home
3. **Offer** the client a copy of this bulletin
4. Dept. 3 will **include a copy** of the bulletin in the **job folder**
5. Dept. 1 will inventory and **note on ticket** CO alarms in home
6. If no CO alarms in home, employee must **give bulletin to client**

Amanda's Law

Amanda Hansen was a Buffalo teenage girl who lost her life to carbon monoxide (CO) poisoning from a defective boiler while sleeping over at a friend's house in January 2009.

Amanda's Law was named in her honor.

Carbon Monoxide (CO) is the leading cause of accidental poisoning deaths in North America. Odorless, tasteless and invisible – carbon monoxide is a silent killer. The safe way to know if carbon monoxide is present is to install carbon monoxide alarms on every level of a home, particularly around sleeping areas.

Effective February 22, 2010, **Amanda's Law** (NYS Code) requires that ALL NEW AND EXISTING residential dwellings that have fuel-burning appliances in the dwelling or attached garage have carbon monoxide alarms installed.

The **National Fire Protection Association** (NFPA) recommends that carbon monoxide alarms be installed in a central location outside *each* sleeping area and on *every* level of the dwelling. CO Alarms must be UL (Underwriters Laboratories) listed and be installed according to manufacturer's instructions.

Carbon Monoxide Alarms should be replaced every five (5) years. The carbon monoxide sensor inside the alarm unit can wear out over time and newer models will benefit from improved technology and upgrades.

Rochester • 50 Holleder Parkway • Rochester, NY 14615 • (585) 546-1400 ♦ **Avon** • 2760 Morgan Dr • Avon, NY 14414 • (585) 226-3800
Buffalo • 70 Benbro Dr • Buffalo, NY 14225 • (716) 685-1400 ♦ **Canandaigua** • 3941 Routes 5 & 20 • Canandaigua, NY 14424 • (585) 394-9000
Dansville • 10121 Poags Hole Rd • Dansville, NY 14437 • (585) 335-1400 ♦ **Syracuse** • 2760 Erie Blvd East • Syracuse, NY 13224 • (315) 449-1400
Twin Tiers • 3129 State Route 352 • Big Flats, NY 14814 • (607) 562-7355