

COMMUNITY DG POWER PURCHASE AGREEMENT (PPA) DISCLOSURE FORM

[Instructions for Providers: Provide a completed form to Residential and Small Commercial Customers prior to or at the same time as providing a sales agreement/contract for signature. Where multiple bracketed options separated by “OR” are provided, the option that applies to the customer should be included, with the brackets removed, and the other option should be removed. Instruction information in brackets, including these instructions, should also be removed.]

This document describes the key terms of your contract to purchase power from a community [list generation type (e.g. solar, hydroelectric)] generation system (the System). Read this document carefully so that you fully understand the contract.

Under the contract, you will not own the system or any part of the system. You will purchase energy generated by the system during the term of the contract.

In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling.

<p style="text-align: center;"><u>CUSTOMER INFORMATION</u></p> <p>Name: _____</p> <p>Mailing Address: _____</p> <p>_____</p> <p>Email Address: _____</p>	<p style="text-align: center;"><u>PROVIDER INFORMATION</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Telephone Number: _____</p> <p>Email Address: _____</p> <p>Form Prepared By: _____</p>
<p style="text-align: center;"><u>ELECTRICITY PRICE</u></p> <p>[Price per kWh of electricity generated: \$ ____ Your payment each month will be this price multiplied by the amount of energy generated by the percentage of the System assigned to you]</p> <p>OR</p> <p>[Fixed Monthly PPA Payment: \$ ____]</p> <p>OR</p> <p>[Your Monthly Payment is _____ {explain factors that determine payment}.]</p> <p>[Your first Monthly Payment is due on ____] OR [Your first Monthly Payment is due on the ____ day of the first calendar month after the System is connected.]</p> <p>[Your {Monthly Payment} OR {Price per kWh} will remain fixed for the term of your contract.] OR [Your {Monthly Payment} or {Price per kWh} will increase each _____ {year or other period} by ____%. The first increase will occur on _____ {date or milestone}.]</p>	<p style="text-align: center;"><u>UP-FRONT PAYMENTS</u></p> <p>Amount Due at Contract Signing: \$ __</p> <p>Amount Due at _____ [provide date or describe milestone]: \$ ____</p> <p>[Add additional lines as necessary to identify each payment]</p> <p>[This section can be deleted if no up-front payments exist.]</p>

<u>TERM</u>	<u>OTHER CHARGES</u>
<p>The initial term of your contract is ___ years [and ___ months].</p> <p>Total number of Monthly Payments: _____</p>	<p>List of other charges: [include late payment fees, returned check fees, fees for using a specific payment mechanism, and all other charges or fees that may apply]</p>

INCENTIVES, CREDITS, AND REBATES

List of any credits, incentives, or rebates: [List credits, incentives, or rebates that customer will receive or will sign over to provider, and indicate whether Provider or customer is responsible for applying for each credit, incentive, or rebate and whether Provider or customer will receive each credit, incentive, or rebate]

INSTALLATION

System Location: _____

Approximate Interconnection Date: _____

SYSTEM SIZE AND GENERATION

Estimated Size of System in kilowatts DC (kWdc): ___ kWdc

Portion of the System assigned to you: [___%] OR [___kWdc]

Estimated gross annual electricity production in kilowatt-hours (kWh) from your portion of the System in the first year of your contract: _____ kWh

Estimated annual electricity production decrease due to System aging (degradation): ___%

Estimated total electricity produced by your portion of the System during the term of the agreement: ___ kWh

Estimated System Lifetime: ___ years

[Your local utility will provide you with kWh bill credits for the energy generated by your portion of the System.] OR [Your local utility will provide you with bill credits based on the value of the energy for the energy generated by your portion of the System pursuant to the Value Stack defined in the utility tariff.]

SAVINGS ESTIMATE

[FOR SYSTEMS PRODUCING KWH CREDITS: The System is estimated to provide ___ kWh to you in the first year of operation. Your local utility's 3-year historical average for per kWh rates to customers like you is \$____.]

OR

[FOR SYSTEMS PRODUCING VALUE STACK DOLLAR VALUE CREDITS: The System is estimated to provide ___ kWh to you in the first year of operation. Based on the Value Stack defined in the utility tariff, the estimated value of each kWh is \$____.]

Therefore, in the first year of operation you may save \$____ off your utility bill based on the System's generation. After PPA payments are taken into account, your net savings may be \$____.

[OPTIONAL: Over ___ years, you may have net savings of \$____ off your utility bill based on the PPA payments, the System's generation, based on the expected annual electricity production decrease, and {an assumption that utility rates increase by ___% each year} OR {an assumption that utility rates do not increase}.]

Actual savings may vary based on changes in utility rates and system production. Savings are not guaranteed except to the extent described below.

PRODUCTION GUARANTEE

[This contract guarantees a minimum level of system performance, as detailed in the contract.] OR
[This contract does not guarantee a minimum level of system performance or production of energy.]

SAVINGS GUARANTEE

[This contract guarantees that you will save at least a specified amount off of your utility bill each year, as detailed in the contract.] OR [This contract does not guarantee savings.]

EARLY CANCELLATION

If you cancel your contract early, you will be charged a fee of _____ [include amount or describe calculation method].

[If applicable, include situations where early cancellation fee would be waived.]

RIGHT TO CANCEL WITHOUT PENALTY

You have the right to terminate the contract without penalty within three business days by notifying Provider.

DATA SHARING AND PRIVACY POLICY

[If applicable: You agree to permit provider to request data from your local utility regarding your account and electricity usage.]

[If applicable: A privacy policy is included with your contract explaining how information related to your service will be protected and under what circumstances it will be shared.]

[This section can be deleted if not applicable.]

CUSTOMER RIGHTS

If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at <http://www.dps.ny.gov/complaints.html>.

ENVIRONMENTAL ATTRIBUTE CLAIMS

The New York Generation Attribute Tracking System creates certificates representing ownership of the attributes associated with the generation of energy, including environmental, social, and other nonpower qualities and tracks ownership of those certificates. For renewable generation, such certificates are often described as “Renewable Energy Certificates” or “RECs.” Certificates created by the New York Generation Attribute Tracking System may be eligible for use to meet voluntary or mandatory goals or compliance obligations related to renewable energy or clean power programs.

Certificates associated with the electricity produced by the System will be owned by [utility name or owner name] and will not be transferrable. Only [utility name or owner name] will be entitled to make claims or statements in regard to the nonpower attributes of the electricity generated by the System.

ADDITIONAL DISCLOSURES

[Additional information here at Provider’s option; this section can be deleted if not used. This section should not take up more than one page.]

Signature of Provider Representative: Date:

Signature of Customer: Date: