

## POWER PURCHASE AGREEMENT (PPA) DISCLOSURE FORM (ON-SITE)

**[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 [list generation type (e.g. solar, hydroelectric)] generation system installed on your property (the System). Read this document carefully so that you fully understand the contract. Under the contract, you will not own the system installed on your property. 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;"><b><u>CUSTOMER INFORMATION</u></b></p> <p>Name: _____                  Installation Address: _____                  _____                  Distribution Utility: _____                  Mailing Address: _____                  _____                  Email Address: _____</p>	<p style="text-align: center;"><b><u>PROVIDER INFORMATION</u></b></p> <p>Name: _____                  Address: _____                  _____                  Telephone Number: _____                  Email Address: _____                  Form Prepared By: _____</p>
<p style="text-align: center;"><b><u>ELECTRICITY PRICE</u></b></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 System that month]</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;"><b><u>UP-FRONT PAYMENTS</u></b></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>

<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]

[This section may be omitted if the customer will not receive or sign over to Provider any credits, incentives, or rebates.]

**INSTALLATION**

System Location on Property: \_\_\_\_\_ [e.g., rooftop, backyard, etc.]

Approximate Installation Start Date: \_\_\_\_\_

Approximate Installation Completion Date: \_\_\_\_\_

[The Provider will contact your local utility and arrange for the interconnection of the System.] OR [You are responsible for contacting your local utility and arranging for the interconnection of the System.]

[Add INSTALLER INFORMATION here if different from Provider]

**SYSTEM SIZE AND GENERATION**

Estimated Size of System in kilowatts DC (kWdc): \_\_\_ kWdc

Estimated gross annual electricity production in kilowatt-hours (kWh) from the System in the first year of operation: \_\_\_ kWh

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

Estimated total System electricity production during the term of the agreement: \_\_\_ kWh

Estimated System Life time: \_\_\_ years

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

**MAINTENANCE AND REPAIRS**

[This contract includes System Maintenance, the upkeep and services required or recommended to keep the System operating as intended, for \_\_\_ years.] OR [This contract does not include System Maintenance, the upkeep and services required or recommended to keep the System operating as intended.]

[This contract includes System Repairs, actions needed to fix malfunctions, for \_\_\_ years.] or [This contract does not include System Repairs, actions needed to fix malfunctions.]

The System Warranty is included with this contract.

[Add MAINTENANCE/REPAIR PROVIDER INFORMATION here if different from Provider]

**ROOF WARRANTY**

[Your roof is warrantied against leaks or other damage from System installation for \_\_\_ years.] OR  
[Your roof is not warrantied against leaks or other damage from System installation.]

[This section can be deleted if the System is not being installed on a roof.]

**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 greater than your PPA payment each year, as detailed in the contract.] OR [This contract does not guarantee savings.]

**SAVINGS ESTIMATE**

The System is estimated to provide \_\_\_ kWh in the first year of operation. Your local utility's 3-year historical average for per kWh rates for customers in the same utility rate class 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 above.

[This section is optional and may be omitted if no savings estimate is provided.]

**SECURITY FILINGS**

[If applicable: Provider will place a lien on your home as part of entering the PPA.]

[If applicable: Provider will file a fixture filing or a UCC-1 on the System. The UCC-1 is a public filing indicating that Provider owns the System, but is not a lien.]

[This section can be deleted if not applicable.]

**END OF CONTRACT TERM**

[At the end of your contract term, ownership of the System will be transferred to you.]

OR

[At the end of the contract term, you will have the option to: {include applicable options, separate by "or"}]

- renew the contract;
- purchase the system {for \$\_\_\_} OR {based on the contract terms}; or
- have the system removed.

[At the end of the contract term, if you do not renew the contract or purchase the system, the Provider will remove the system for free.] OR [At the end of the contract term, if you do not renew the contract or purchase the system, you will be required to pay \$\_\_\_ for the removal of the system.]

**SELLING YOUR HOME**

[If you sell your home before the contract ends, you may transfer the PPA to the purchaser, subject to conditions including \_\_\_\_\_ {e.g., purchaser's assumption of the PPA, transfer fee, credit check on purchaser}.] OR [If you sell your home before the contract ends, you may not transfer the PPA to the purchaser.]

[If you sell your home before the contract ends, you may move the System to your new home, subject to conditions including \_\_\_\_\_ {e.g., home within same state or same utility territory, payment of costs}.] OR [If you sell your home before the contract ends, you may not move the System to your new home.]

**EARLY TERMINATION**

If you terminate your contract early, in addition to paying for the removal of the system you will be charged a fee of \_\_\_\_\_ [include amount or describe calculation method].

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

**RIGHT TO CANCEL WITHOUT PENALTY**

You have the right to terminate the contract without penalty within three business days after signing the contract 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>.

**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: