



125 East Jefferson Street
Suite 800
Syracuse, NY 13202
Phone: (315)701-1549
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June 22, 2018

Hon. Kathleen H. Burgess
Secretary to the Commission
New York State Public Service Commission
Agency Building 3
Albany, NY 12223-1350

Case 15-M-0180 – In the Matter of Regulation and Oversight of Distributed Energy Resource Providers and Products

Matter 17-02273 – In the Matter of Registration for DER Suppliers

Secretary Burgess:

Attached and included with this cover letter is the *revised* DER Registration form for BlueRock Energy Solar, Inc. The *revision* is to the sample contract only.

If there are any questions or further information is needed, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink that reads "Tammy C Maule".

Tammy Maule
Director, Customer Administration
Ph: 315-432-4103
Email: RegulatoryAffairs@BlueRockenergy.com

Attachments (1): BlueRock Energy Solar, Inc. DER Registration form



DISTRIBUTED ENERGY RESOURCE SUPPLIER (DERS) REGISTRATION FORM

Pursuant to the Public Service Commission's October 19, 2017 Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers in Case 15-M-0180 and to the Uniform Business Practices for DER Suppliers (UBP-DERS) adopted in that order, CDG Providers¹ and On-Site Mass Market DG Providers² are required to submit this form. Subsidiaries and partners, including contractors, subcontractors, special purpose entities, and tax equity investors, are not required to submit this form as long as a registered CDG Provider is part of and responsible for ensuring compliance with respect to each project.

**FILL OUT AND SUBMIT THIS FORM IN MATTER 17-02273:
IN THE MATTER OF REGISTRATION FOR DER SUPPLIERS³**
(Attach additional sheets as necessary)

1. Business Information

Business Name: BlueRock Energy Solar, Inc.
Address: 125 East Jefferson Street, Suite 800
City: Syracuse State: NY Zip: 13202
Telephone: 877-241-0340 Fax: 315-701-1812

- ¹ Defined as "an entity that is acting or planning to act as a CDG Sponsor for one or more CDG projects, or that is otherwise engaged in soliciting customers, members, or subscribers for a CDG project or CDG projects, through its own employees or agents, on its own behalf. A CDG Sponsor is the entity that organizes, owns, and/or operates a CDG project."
- ² Defined as "an entity that is engaged in soliciting mass market customers for a project or service that involves the installation of distributed generation equipment, such as solar panels, on the property of those mass market customers, through its own employees or contractors, on its own behalf rather than as a contractor."
- ³ Instructions on registering and filing are available at
<http://www3.dps.ny.gov/W/PSCWeb.nsf/All/4BDF59B70BABE01585257687006F3A57?OpenDocument>

If you intend to market your services under a DBA, provide a copy of your certificate of assumed name and list the name(s) here:

Type of Provider: CDG Provider

Energy Source: (i.e. solar, wind, etc.) Solar

CDG Provider Mass Market On-Site DG Provider Both

Provide the contact information for any affiliates conducting energy-related business (including subsidiaries and parent corporations) within New York State or elsewhere.

Business Name: BlueRock Energy, Inc.; Renovus Rock, LLC; Grand Island Solar, LLC

Contact Name: Philip R. VanHorne

Address: 125 East Jefferson Street, Suite 800

City: Syracuse State: NY Zip: 13202

Telephone: 877-280-4909 Fax: 315-701-1812

Email Address: RegulatoryAffairs@bluerockenergy.com

Provide the contact information for any parent company or other corporate entity with an ownership interest of 10 percent or more of the registrant:

Business Name: BlueRock Energy Holdings, Inc.

Contact Name: Philip R. VanHorne

Address: 125 East Jefferson Street, Suite 800

City: Syracuse State: NY Zip: 13202

Telephone: 877-280-4909 Fax: 315-701-1812

Email Address: RegulatoryAffairs@bluerockenergy.com

During the previous 24 months, have any criminal or regulatory sanctions been imposed on the registrant, any senior officer of the registrant, any corporate entity with corporate entity with an ownership interest of 10 percent or any energy affiliates listed above?

Yes No

If yes, identify the entities or individuals subject to sanctions and provide a detailed explanation of the sanctions:

Disclose any decisions or pending escalated regulatory actions in other states that affect the registrant's ability to operate in that state, such as suspension, revocation, or limitation of operating authority:

None

List and describe any current formal investigations involving the registrant being conducted by law enforcement or regulatory entities:

None

List and explain any acquisitions, mergers, dissolutions, or bankruptcy involving the registrant that occurred in the previous 24 months:

BlueRock Energy Solar, Inc. sold Mecklenburg Solar, LLC to New Energy Equity, LLC

List and describe of any security breaches associated with customer proprietary information in the last 24 months that involved the registrant, including a thorough description of the actions taken in response to any such instances:

None

2. Contact Information

Executive Contact (Owner, CEO, or Executive responsible for New York service)

Name and Title: Philip R. VanHorne

Address: 125 East Jefferson Street, Suite 800

City: Syracuse State: NY Zip: 13202

Telephone: 877-280-4909 Fax: 315-701-1812

Email Address: PVanHorne@bluerockenergy.com

Regulatory Contact (Individual(s) Responsible for Ensuring Compliance with Regulatory Requirements)

Name and Title: Tammy Maule, Director of Customer Administration

Address: 125 East Jefferson Street, Suite 800

City: Syracuse State: NY Zip: 13202

Telephone: 315-432-4103 Fax: 315-701-1812

Email Address: RegulatoryAffairs@bluerockenergy.com

Marketing Contact (Individual(s) Responsible for Responding to Consumer Inquiries and Complaints)

Name and Title: Stew Anklin, Vice President of Sales

Address: 125 East Jefferson Street, Suite 800

City: Syracuse State: NY Zip: 13202

Telephone: 315-418-4444 Fax: 315-701-1812

Email Address: StewAnklin@bluerockenergy.com

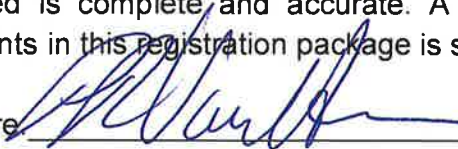
3. Additional Requirements

(Required for New Registrants and Triennial Filings)

- Copy and proof of acceptance of your registration with the NYS Department of State and a copy of your certificate of assumed name (if applicable);
Attachment A
- Sample sales agreements, including customer disclosure statement, and sample bills for each customer class for each material category of the CDG or On-Site Mass Market products or services that will be offered;
Attachment B
- Copies of information and promotional materials used for mass marketing purposes for each product offering;
Attachment C
- A list of entities, including contractors and sub-contractors, that market on behalf of your company;
N/A
- NYS DPS Office of Consumer Services Service Provider Form.
Attachment D

4. Signature

The person signing this application attests to the following: that she or he is an owner, partner, or officer of the business named on this registration package, the answers and materials contained in this registration package are true and the registration package submitted is complete and accurate. A DER Supplier that knowingly makes false statements in this registration package is subject to denial or revocation of eligibility.

Signature:  Print Name: Philip R. VanHorne

Title: President & CEO Date: 5-21-18

Company Name: BlueRock Energy Solar, Inc.

DER Supplier Registration Form – BlueRock Solar – Attachment A

Proof of acceptance of your registration with the NYS Department of State

State of New York } ss:
Department of State

I hereby certify, that BLUEROCK ENERGY SOLAR, INC. a DELAWARE corporation, filed an Application for Authority to do business in the State of New York on 12/21/2016. I further certify that so far as shown by the records of this Department, such corporation is still authorized to do business in the State of New York.



WITNESS my hand and the official seal of the Department of State at the City of Albany, this 15th day of March two thousand and eighteen.

A handwritten signature in black ink, appearing to read "B. Fitzgerald", written over a horizontal line.

*Brendan W. Fitzgerald
Executive Deputy Secretary of State*

DER Supplier Registration Form – BlueRock Solar – Attachment B

Sample Sales Agreement and Sample Bills

New York Community Distributed Generation
DISCLOSURE FORM

Provider Information	Name: x Address: 1x Phone: x Email: x
Customer Information	Name: _____ Email Address: _____ Service Address: _____ Mailing Address: _____ Electric Distribution Utility: <input checked="" type="checkbox"/>
Overview	This document describes the key terms of Your contract to subscription community solar generation system ("the System"). In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.
Price, Fees and Charges	Upfront payment: \$0 Price per kWh allocated to You each month: \$ _____ Fees: If You cancel Your contract early, You will be charged a fee of \$x. Late payment fee \$x.
Project Location and Customer Allocation	System Location: x Interconnection Date: x Size of System in kilowatts DC (kWdc): <input checked="" type="checkbox"/> kWdc Portion of the System Assigned to You: _____%
Length of Agreement and Renewal	The initial term of Your contract is _____ months. Upon completion of the Initial Term, You will receive notification from Us of Your terms and conditions or renewal not less than 30 days or more than 60 days prior to the renewal date. Any further contract period is referred to as a "Renewal Term". If You do not respond in 10 Business days of the notice, You will automatically be renewed for an additional 12 months. The minimum and default Renewal Term is an additional 12 months but can be longer based upon Your desired Renewal Term, up to 36 months.
Early Termination	If You cancel Your contract early, You will be charged a fee of \$x.
Estimated Benefits	System Producing kWh Credits: The System is estimated to provide _____ kWh to You in the first year of operation as kWh bill credits. Actual savings may vary based on changes in utility rates and system production. Savings are not guaranteed except to the extent described below.

**New York Community Distributed Generation
DISCLOSURE FORM**

Guarantees	This contract does not guarantee savings.
Data Sharing and Privacy Policy	We may request data, such as your historical usage, from Your Utility in order to determine your subscription level. You agree to permit Us to request data from Your local utility regarding Your account and electricity usage. We will not release this information to any unaffiliated entity without Your consent.
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 x
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 .
Preparer Name and Contact Information	x

Signature of Provider Representative: _____ **Date:** _____

Signature of Customer: _____ **Date:** _____

New York Community Solar Retail Net Metering Credit Sale Agreement

Carefully read this Retail Net Metering Credit Sale Agreement ("Agreement") for a portion of the x ("Installation"), as it governs Your rights and responsibilities and supersedes all previous representations (oral and written). If any item is unclear to You, please ask for an explanation before signing this Agreement. In this Agreement, customer is referred to as "You", "Your", or "Customer" and x. is referred to as "We", "Our", or "Us".

Customer Information Schedule Customer Name: _____

Utility Company and New York State Independent System Operator Utility Zone: ("Utility"): x _____

Account Number(s): _____

PRICE: Your price for the Net Metering Credits generated by Your Allocation of the Installation will be set at an initial fixed price of \$ _____ per kilowatt hour. Your price will be based upon and subject to Your commitment to purchase an allocated amount of volume (percentage of the Installation and its estimated output of solar energy that are applied to Your account as net metering credits) for the duration of the Agreement You select and as described more fully within this Agreement. The initial fixed price is derived from a x% reduction from the Facility Credit Rate. See "Purchase Price and Sale Amount of Net Metering Credits" below and Appendix A. See Appendix A for Installation location and size.

MEMBERSHIP PERCENTAGE OPTIONS: The following presents how much of the Installation You have chosen to be Allocated.

The plan objective, based upon Your selection below, is to provide You the approximate percentage of Your current energy consumption that You wish to offset by Your Allocation of the Installation. Your approximate desired offset percentage shall be based upon Your most recent 12-month historical usage amounts for each separate month, which will be provided to You upon Your request.

DESIRED OFFSET: The estimated desired offset You choose is: _____ %

Your Allocation is _____ % of the Installment at Your Initial Fixed Price of \$ _____ per kilowatt hour.

TERM: The term of this Agreement will begin on the date designated in the following section, below, and will continue for: _____ months ("the Initial Term").

START DATE: *The start date will default to immediate*, which means We will begin Your Agreement at the soonest possible date, which You will be provided with once We know the calendar start date to begin with the execution of this Agreement.

RENEWAL: Upon completion of the Initial Term, You will receive written notification from Us of Your terms and conditions of renewal not less than 30 days or more than 60 days prior to the renewal date. Any further contract period is referred to as a "Renewal Term". If You do not respond in 10 business days, You will automatically be renewed for an additional 12 months. **The minimum and default Renewal Term is an additional 12 months** but can be longer based upon Your desired Renewal Term, up to 36 months.

LATE FEES: See "Billing and Payment for Net Metering Credits" and "Your Designated Payment Account" below.

RIGHT OF RESCISSION: If You are a Residential Customer, You may rescind this Agreement without penalty by calling Our toll-free number xwithin three (3) business days of Your execution of this Agreement.

Early Termination Fee and Method of Calculation: Termination fee \$x may be charged to You by Us at Our discretion in the event of an early termination by You.

New York Community Solar Retail Net Metering Credit Sale Agreement

Purchase and Sale of Net Metering Credits. By signing this Agreement, You agree to purchase, and We agree to reserve the designated percentage of the Installment, the energy it generates, and the subsequent amount of credits that equal the energy generated. Those credits will be applied against Your utility bill(s) for the account(s) identified in the section above, and therefore authorize Us to enroll all listed accounts for applying Your credits. Each month during the Term of this Agreement, for as long as You are in compliance with the requirements of this Agreement and the Utility, the Utility will calculate the amount of solar electricity generated that month at the Installation and delivered to the Facility Meter (the "Array Production"). The Utility will then multiply the Array Production by the ratio of (i) Your Allocation of the output of the Installation in kW as described in Appendix A to (ii) the total nameplate capacity of the Installation to arrive at the "Customer Production" for that month and generate a report to be delivered to Us. The amount of solar electricity generated is measured in kilowatt hours or "kWh", and the month over which such solar electricity is measured is referred to herein as the "Production Month". You understand that Your Net Metering Credits may fluctuate from time to time, based upon weather, seasonality, degradation and other conditions, and that the nameplate capacity of the Installation measures the potential for solar electricity production under ideal conditions, which may not occur.

Purchase Price and Sale Amount of Net Metering Credits. The initial fixed price is derived from a 10% reduction from the Facility Credit Rate. The Facility Credit Rate in effect as of the date of the execution of this Agreement is specified in Appendix A. The Facility Credit Rate We use to determine the Calculated Monthly Bill Credit Allocation will include a charge for the Supply, Delivery, and Taxes. The Utility's Supply and Delivery rates will be calculated as follows for purposes of calculating the Facility Credit Rate:

- "Supply": The rolling 12-month per kilowatt hour average Supply charge as filed by the Utility Tariff for the "SC-1" meter classification, inclusive of the Merchant Function Charge, the Electricity Supply Reconciliation Mechanism ("ESRM"), and the Supply Adjustment Charge Component under the Clean Energy Standard. Based on Your meter's location, the Supply Charge portion of the Facility Credit Rate will include any applicable taxes such as Revenue Tax Surcharges and/or Sales Taxes. The Supply portion of the Facility Credit Rate will remain constant for the Term of the Agreement. It will be adjusted upon renewal of the Agreement utilizing the rolling 12-month per kilowatt hour average Supply charge, including, but not limited to the Merchant Function Charge, the Electricity Supply Reconciliation Mechanism ("ESRM"), and the Supply Adjustment Charge Component under the Clean Energy Standard, as filed by the Utility Tariff for the "SC-1" meter classification at the time of the renewal. If You select a term longer than 12 months, the Supply portion of the Facility Credit Rate will be adjusted after 12 months to reflect the rolling 12-month per kilowatt hour average Supply charge, including, but not limited to the Merchant Function Charge, the Electricity Supply Reconciliation Mechanism ("ESRM"), and the Supply Adjustment Charge Component under the Clean Energy Standard as filed by the Utility for the "SC-1" meter classification.
- "Delivery": The effective Tariff rates for the various components of the Delivery charge as filed by the Utility Tariff for Your meter classification include, but are not limited to the following: Delivery Charge, Legacy Transition Charge, Incremental State Assessment Surcharges (ISAS), Revenue Decoupling Mechanism, Systems Benefit Charge, Renewable Portfolio Surcharge, and Transmission Revenue Adjustment (TRAS), as each is defined in the Utility Tariff filed with the New York State Public Service Commission. The Delivery portion of the Facility Credit Rate will remain constant for the Term of the Agreement. It will be adjusted upon renewal of the Agreement utilizing the current effective Tariff rates for the various components of the Delivery charge. If You select a term longer than 12 months, the Delivery portion of the Facility Credit Rate will be adjusted after 12 months to reflect the current effective Tariff rates for the various components of the Delivery charge.
- "Taxes": Based on Your Meter's location, the Supply and Delivery Charge portion of the Facility Credit Rate will include any applicable taxes such as Revenue Tax Surcharges and/or Sales Taxes.

Purchase Criteria. To receive Net Metering Credits under the terms and conditions of this Agreement, the Utility Tariff, and the currently offered Program, You must be and remain a Customer of the Utility for electric service at the Utility Service Location shown above. You also agree that Your account number is not part of another Net Metering Credit Sale Agreement and that You will not install any onsite electricity generation equipment at the Utility Service Location after the Effective Date hereof which might cause You to be ineligible to receive any portion of the Net Metering Credits allocated to You in connection with this Agreement. You agree to pay Your utility bills on time, that any failure to pay Your utility bill on time may cause You to no longer be eligible to receive Net Metering Credits.

New York Community Solar Retail Net Metering Credit Sale Agreement

Billing and Payment for Net Metering Credits. The monthly invoice will be based on the number of kilowatt hours allocated to Your Utility bill(s) as calculated monthly by the Utility and provided to Us. We will provide You via Electronic Notice to Your email address provided the monthly invoice with the amount to be withdrawn 7 days prior to the monthly due date. On such due date, We will deduct the Net Metering Credit Payment from Your Designated Payment Account (defined below) by ACH withdrawal. If for any reason (such as insufficient funds) such payment is not made to Us by not making funding available to Us by the due date of the ACH withdrawal, You agree to a late-fee of \$20 and We will provide You notice electronically with Your email address provided. In order to facilitate this payment, We will attempt another withdrawal 1 to 5 business days later. If sufficient funds are not available after second attempt to withdraw 1 to 5 business days later, You will be removed from the program and Your allocated facility production will be re-subscribed. We will provide You, by Electronic Notice, a receipt for each payment received from You. We may terminate service and seek suspension of service in conformance with the Home Energy Fair Practices Act ("HEFPA").

Your Designated Payment Account. You must provide checking or savings account information in Appendix B. This account, as well as all successor accounts for which You provide Us with the information set forth in Appendix B, are referred to in this Agreement as the "Designated Payment Account". You agree that at all times during the Term, You will maintain a Designated Payment Account in good standing with the financial institution holding such account so as to provide Us with timely and full payment by ACH withdrawal from the Designated Payment Account of each monthly Net Metering Credit Payment as such monthly Net Metering Credit Payment shall become due. Should a Designated Payment Account be closed or otherwise become unavailable for payments of the monthly Net Metering Credit Payment on a timely basis, You will immediately provide Us with a new Appendix B, setting forth the information referenced therein for a successor Designated Payment Account and provide Us with full payment of any amounts which are then due from You to Us but unpaid. An ACH withdrawal is processed the same way as a check. If there are insufficient funds in Your account, or if Your ACH account information on record with Us is invalid, at the time We process an ACH withdrawal for payment of a Net Metering Credit Payment due, this will be treated the same way as a check returned for insufficient funds or closed account (i.e. a "bounced check"), and in addition to such amounts as may be payable from You to Us under this Agreement, You may be subject to overdraft charges or other fees imposed by Your financial institution. For each payment not made by the due date, We will charge You an additional \$20.00 late fee (or such lower amount as may be required by applicable law), which You agree to pay together with the full Net Metering Credit Payment in the following month.

Posting of Net Metering Credits to Your Utility Bill. The Utility is responsible for calculating, in accordance with the Utility Tariff and the Program, the number of Net Metering Credits which have been earned based on their receipt of each month's Array Production at the Host Meter, and for allocating such Net Metering Credits in accordance with the Membership Information List. We will provide the Utility with Your Customer Information so that the Utility can post the appropriate of Net Metering Credits to Your Utility bill, pursuant to the allocations shown in the Membership Information List.

Terms and Conditions. This Agreement consists of two parts: (1) the terms specific to this Agreement and (2) the General Terms and Conditions that govern Community Solar Retail Net Metering Credit Sale Agreements that comply with New York State law and the NY Public Service Commission's most current guidelines and governing regulations.

MEMBER CONTACT INFORMATION	
Contact Name:	Contact Phone:
	Contact Email:
Utility Meter Account Number Address:	Billing Address (if different):

THEREFORE, the parties agree to the terms and execute this Agreement that becomes effective once both parties have signed:

x

Customer:

By: _____

By: _____

Name: x

Name:

Title: Subscription Agent

Title, if applicable:

Date: Time:

Date: Time:

For Office Use Only: SALES CODE:

ORGANIZATION CODE:

PROMO CODE:

New York Community Solar Retail Net Metering Credit Sale Agreement

General Terms and Conditions

1. **Utility Service.** Your Utility (and if applicable, Energy Services Supply Company) is responsible for providing energy supply and delivery service to Your facilities in accordance with its tariff and responding to emergencies. In the case of an electrical emergency, You should call Your Utility, x.
2. **Net Metering Credits.** All solar generation and the Net Metering Credits it is converted to, sold under this Agreement shall be applied to Your Utility bill. You appoint Us as agent for the purpose of (i) acquiring the supplies necessary to meet Your community solar net generation credit needs, and (ii) administering the transfer of information to Your Utility needed to apply those credits to Your Designated Utility account(s). At Our election, We may, from time to time, substitute Net Metering Credits produced at other solar arrays in lieu of Net Metering Credits produced by this Installation.
3. **Dispute Resolution.** In the event of a billing dispute or disagreement involving Our service under this Agreement, the parties will use their best efforts to resolve the dispute informally and expeditiously. Customers should contact Us by telephone or in writing. Residential Customers may submit their dispute at any time to the New York State Department of Public Service (DPS) pursuant to its Complaint Handling Procedures or by calling the DPS at 800-342-3377. Business Customers shall submit to binding arbitration. Pending resolution of any dispute, You must pay the bill in full, except the disputed amount, which will be refunded if decided by final order of the DPS or arbitrator.
4. **Limitation of Liability.** Parties agree that any liability to each other will be limited to direct actual damages. Neither Party shall be liable for incidental, consequential, punitive, or indirect damages, lost profits or lost business in tort, contract or any other form of law. This limitation excludes claims of gross negligence or willful misconduct.
5. **Taxes.** You agree to pay any Taxes imposed on either Your leased solar generation or the credits they generate. "Taxes" means any and all federal, state, municipal, or other governmental duties, fees, levies, *ad valorem*, energy, transmission, utility, gross receipts, sales, use, consumption, excise, transaction, and other taxes. If You are exempt from Taxes that may apply to any electricity/net metering credits sold under this Agreement, then You shall provide Us with a valid and properly completed exemption certificate before any sales begin under this Agreement.
6. **Force Majeure. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT FORCE MAJEURE IS THE ONLY EXCUSE FOR NON-PERFORMANCE AND ALL OTHER EXCUSES (AT LAW OR EQUITY) ARE WAIVED.** Except for payment obligations, a Force Majeure event will excuse performance during the event. "Force Majeure" means an event not within the reasonable control of the Party (or, third party, in the case of third party obligations or facilities) claiming suspension (the "Claiming Party"), and which by the exercise of due diligence the Claiming Party is unable to overcome or obtain a commercially reasonable substitute for performance. Force Majeure includes but is not restricted to: failure of transmission facilities; acts of God; fire; civil disturbances; labor dispute; labor or material shortage; sabotage; action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for such government action). Force Majeure as it applies to this Agreement shall not serve to relieve You of any financial obligation made pursuant to a Fixed Price purchase option chosen by You and described in this Agreement.
7. **Warranties. WE DO NOT WARRANT OR GUARANTEE ANY MINIMUM CUSTOMER PRODUCTION, SOLAR OUTPUT, OR NET METERING CREDIT AMOUNT. WE DO NOT SELL, TRANSMIT OR DISTRIBUTE SOLAR ELECTRICITY TO YOU UNDER THIS AGREEMENT. WE DO NOT PROVIDE YOU WITH OWNERSHIP OF, OR ANY INTEREST IN, ANY SOLAR PANELS, UTILITY INCENTIVES, TAX INCENTIVES, TAX ATTRIBUTES, ENVIRONMENTAL ATTRIBUTES, ENVIRONMENTAL INCENTIVES, SRECS OR RENEWABLE ENERGY CREDITS UNDER THIS AGREEMENT, ALL OF WHICH WILL BE OWNED BY US AND USED BY US AS WE MAY DETERMINE FROM TIME TO TIME. WE DO NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE SOLAR ARRAY OR ANY PART THEREOF. WE DO NOT REPRESENT THAT THE SOLAR ARRAY WILL GENERATE ANY PARTICULAR LEVEL OF NET METERING CREDITS OR THAT THE NET METERING CREDITS YOU RECEIVE WILL BE EQUAL TO OR GREATER THAN YOUR UTILITY BILL CHARGES. WE DO NOT REPRESENT OR WARRANT THAT THERE WILL BE NO CHANGES TO THE UTILITY TARIFF OR THE PROGRAM OR THE FACILITY CREDIT RATE, OR THAT THE UTILITY WILL NOT MAKE ANY CORRECTIONS OR ADJUSTMENTS TO METER READINGS. WE DO NOT REPRESENT OR WARRANT THAT ANY CHANGE TO STATE OR FEDERAL LAW OR CHANGES TO THE UTILITY TARIFF OR THE PROGRAM WILL NOT ADVERSELY AFFECT YOU OR NOT CAUSE YOU TO BE INELIGIBLE FOR THE PROGRAM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY AUTHORIZED**

New York Community Solar Retail Net Metering Credit Sale Agreement General Terms and Conditions

REPRESENTATIVE OF THE COMPANY SHALL CREATE A WARRANTY. THESE LIMITATIONS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND/OR SERVICES PURCHASED BY YOU ARE SOLD "AS IS", WITHOUT WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, AND THE ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

8. **Assignment.** You may not assign this Agreement without Our prior written consent. We may assign this Agreement to another authorized Community Distributed Generation (CDG) Provider ("Sponsor"), as defined by the State of New York Public Service Commission, if We provide You with 30 days advance written notice.
9. **Severability.** If any provision in this Agreement is held by a Court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall still be fully enforceable, without being impaired or invalidated in any way.
10. **Information Release Authorization.** The Utility may request Your information from Us that We are permitted or required by law to provide, and includes, but is not limited to: Your name, home address, billing address, email address, fax number, Utility Service Location, Utility Account Number, meter number(s), pod identification numbers, information regarding the Solar Array, the Allocation, usage information, copies of utility bills, Utility Bill Credit or Net Metering Credit allocations, information regarding the terms and conditions of this Agreement, and other such information. Additionally, You hereby irrevocably appoint Us as Your authorized agent with full power and authority to provide Customer Information to Your Utility and/or obtain Customer Information from the Utility from time to time, including but not limited to copies of Your Utility bills and information regarding Your Net Metering Credits. These authorizations do not restrict You from communicating with, instructing or directing Your Utility with respect to other matters pertaining to electric service to Your Utility Service Location, or asking the Utility questions regarding Your participation in the Program. You also must agree to assist Us in promptly obtaining from the Utility any Customer Information that We cannot obtain directly from the Utility in a timely fashion. Our sole obligation regarding Net Metering Credits is to request and use commercially reasonable efforts to document and apply for such Credits. You acknowledge and agree that Your qualification for Net Metering Credits is subject to the requirements of the Utility, the Utility Tariff and the Program. Your execution of this Agreement shall constitute authorization for the release of this information to Us. This authorization will remain in effect during the Initial Term and any Renewal Term.
11. **Consumer Protections.** The services provided by Us to You are governed by the terms and conditions of this Agreement and HEFPA for residential Customers. We will provide at least 15 days' notice prior to the cancellation of Your service. In the event of non-payment of any charges owed to Us, You may be subject to termination of service and the suspension of service under procedures approved by the DPS. You may obtain additional information by contacting Us at 1-877-421-0340 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. The State of New York Public Service Commission may in the future issue guidelines regarding the "Regulation and Oversight of Distributed Energy Resource Providers and Products" as contemplated in Case 15-M-0180, which will be incorporated herein, as applicable.
12. **No Partnership.** Nothing contained in this Agreement will constitute either party to this Agreement as a joint venture, employee, or partner of the other, or render either party to this Agreement liable for any debts, obligations, acts, omissions, representations, or contracts of the other, including without limitation Your obligations to the Utility for electric service.
13. **Contact Information.** Customer may contact Our Customer Service Center at x, Monday through Friday 8:00 a.m. to 5:00 p.m. EST (hours subject to change). Customer may write to Us at x
14. **Miscellaneous.** This Agreement shall be governed by the laws of the State of New York. This Agreement is also subject to the rules of Your Utility's net metering program, and any developing standards for community renewable energy credits or Community Distributed Generation Programs implemented by the NY Public Service Commission.

- 15. Changes in Circumstances.** If a material change occurs to any of the following: taxes, NY Community Renewable Energy rules including Community Distributed Generation Programs, NY DPS rules, actual usage versus historical data, credit capacity availability, Our option to elect a change from Net Metering compensation to the Value of Distributed Resources ("VDER") Value Stack tariff compensation mechanism, or Utility net metering program, We reserve the right to cancel or modify this Agreement upon providing You with thirty (30) days prior written notice.
- 16. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other agreement or understanding, written or oral.
- 17. Changes in Law.** This Agreement is also subject to future legislation, orders, rules, regulations or Utility tariff or policy changes by the NY Public Service Commission or NY Legislature. Specifically, this includes New York's Clean Energy Standard. If a change in any law, rule or pricing structure, including but not limited to implementation of New York's Clean Energy Standard or Zero Emissions Credits program that results in new or increased costs of supply, We may terminate this Agreement or change Your Rate accordingly, upon providing You with thirty (30) days prior written notice.

New York Community Solar Retail Net Metering Credit Sale Agreement

APPENDIX A PROJECT AND FACILITY CREDIT RATE INFORMATION

SOLAR ARRAY INFORMATION

Array Name:
Array Company Name:
Total Facility Nameplate Capacity (kW):
Array Location:

FACILITY CREDIT RATE INFORMATION

Initial Facility Credit Rate per kWh: \$
Initial Fixed Price Reduction from Initial Facility Credit Rate: x%
Initial Fixed Price for Net Metering Credits per kWh \$

New York Community Solar Retail Net Metering Credit Sale Agreement

APPENDIX B ACH Recurring Payment Authorization Form

A. Important Instructions

1. This form is required to authorize Mecklenburg Solar, LLC and/or its Affiliates, successors and/or assigns (hereinafter referred to as the "Company") to:
 - Establish a Designated Payment Account for payment of recurring monthly Net Metering Credit Payments.
 - Change the banking or financial institution information on an existing Designated Payment Account.
2. Thoroughly read the Terms and Conditions in Section B before completing this form. The Terms and Conditions in Section B are a part of this form and incorporated into this form. Contact Your financial services representative with any questions.
3. Retain a copy of this form and keep it with Your Net Metering Credit Sale Agreement.
4. In order to ensure timely and accurate processing of account changes, please include a voided check when submitting the form. If a voided check is not attached, please ensure any written information is legible and all sections are completed. Example of Check with Routing/Transit Number and Bank Account Number:

The diagram shows a check with the following fields and labels:

- NAME**, **ADDRESS**, **CITY, STATE, ZIP** (top left)
- 0123** (top right)
- 01-23456789** (top right)
- DATE** (top center)
- PAY TO THE ORDER OF** (middle left)
- \$** (middle right)
- DOLLARS** (middle right)
- BANK NAME**, **ADDRESS**, **CITY, STATE, ZIP** (bottom left)
- FOR** (bottom left)
- Ⓜ 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4** (bottom center)
- 0 1 2 3** (bottom right)
- Bank Routing Number** (under the first 9 digits)
- Bank Account Number** (under the next 10 digits)
- Check Number** (under the last 4 digits)

Your Designated Payment Account Information

Your Name: _____

Routing/Transit Number: _____

Bank Account Number: _____

Financial Institution Name: _____

Signature Section. By signing below, the account holder(s) acknowledge(s) that they have received, read and agree to the incorporated "Terms and Conditions" below of this form and confirm(s) the accuracy of the information provided above on this form.

By Account Holder: _____

Date: _____

Account Holder email address: _____

New York Community Solar Retail Net Metering Credit Sale Agreement

APPENDIX B

ACH Recurring Payment Authorization Form

B. Terms and Conditions

1. By completing this form, You are authorizing the Company to debit the account provided on this form (which may be referred to as a Designated Payment Account) to pay recurring monthly Net Metering Credit Payments and other amounts due under the Net Metering Credit Sale Agreement.
2. The authorization provided by this form will remain in effect until the Company receives notification of its termination from the account holder. The account holder may terminate this authorization by calling or writing to the Company. The account holder acknowledges and agrees that the Net Metering Credit Sale Agreement requires payment by ACH and that the failure to make payments due under that agreement as therein required may result in termination of the Net Metering Credit Sale Agreement and in additional amounts to be due the Company, including without limitation payment for Net Metering Credits allocated to the Customer Utility Meter following the termination of Net Metering Credit Sale Agreement, as described in the agreement. Your termination of Your authorization under this form does not modify Your responsibilities under the Net Metering Credit Sale Agreement.
3. Notification of changes to an existing Designated Payment Account must be received at least 10 business days prior to the next draft date to be in effect as of that draft date.
4. Recurring Net Metering Credit Payments shall be drafted monthly, and the Company will give Electronic Notice of the amount two days prior to the monthly due date. Depending upon the timing of payments made by You, the Company may need to draft more than one month's Net Metering Credit Payment (including past due amounts) in order to bring the payments due to a current status.
5. If sufficient funds are not available on Your scheduled draft date, the Company will attempt to draft again one to five days business days later. If sufficient funds are still not available:
 - For Net Metering Credit Payments which are due but not paid on time, the Company will charge an additional \$20.00 late fee (or such lower amount as may be required by applicable law), which You agree to pay together with the full Net Metering Credit Payment in the following month.
6. No payments due the Company will be considered "paid" until the Company actually receives the funds in full.
7. The Company shall incur no liability as a result of a withdrawal being dishonored by Your bank.

For any questions or other matters regarding this form or the Company's processing of ACH withdrawals in connection herewith, please feel free to contact:



Billing Statement

125 East Jefferson St. Suite 800
Syracuse, NY 13202

Statement Date 3/9/2018
Amount Due \$9.00

Customer Name
Address
City, State, Zip Code

NYSEG POD Id:
NYSEG Account Number:
Solar Project: Grand Island

% of Array	Production Period	No. of Credits Purchased (kWh)	Rate (\$/kWh)	Amount Due
1.2000%	03/01/18 - 03/31/18	100	\$0.090000	\$9.00
Total Amount Due				\$9.00

Your Monthly Environmental Impact

Tons of CO2	0.0774
No. of Gallons of Gasoline	7.874
No. of Trees Planted	1.8182



Monthly Savings

Facility Rate Bill Amount	\$10.00
Solar Bill Amount	\$9.00
Monthly Savings	\$1.00

For information regarding your account, please contact our Customer Experience Team at (877) 421-0340 or email us at Billing@bluerocksolar.com

DER Supplier Registration Form – BlueRock Solar – Attachment C

Copies of information and promotional materials



Go Green With Community Solar

Join the region's newest Community Solar Farm today & receive a 10% discount on your electric rate.

Space is limited - sign up today!

Visit bluerockenergy.com/solar or call us at 800.836.4923



**COMMUNITY SOLAR:
NO UPFRONT INVESTMENT.
NO ROOFTOP PANELS.
ONE BIG OPPORTUNITY.**

Look inside to see how our local, **Grand Island Solar Farm** makes it simple to save big.



Attention Grand Island Residents
Get priority access to a Community
Solar Farm being built in Grand Island!

BlueRock Energy
125 East Jefferson St., Suite 800
Syracuse, NY 13202



Join Now:

Grand Island Community Solar Farm

Go green in the simplest way under the sun

BlueRock Energy is excited to offer you an exclusive opportunity to become a member of our Grand Island Community Solar Farm – coming soon to your area. Community solar can save you money on your electricity rate while supplying your home with clean energy produced right here in the town of Grand Island.

- **No** upfront investment
- **No** credit check
- Contracts as **short as one year**
- **5% discount on electricity** versus local utility company rates*

Grand Island, act fast for the chance to make the free and simple switch to solar energy.

Right now, we're offering Grand Island residents a priority access window until **April 30, 2018**, to sign up. After that, membership in the Grand Island Community Solar Farm will be open to the public. Space is extremely limited, so sign up today to reserve your spot!

Join us for an informational session to learn more.

DATE: Thursday, April 12, 2018

TIME: 6:30pm – 7:30pm

LOCATION: Grand Island Town Hall
2255 Baseline Rd, Grand Island, NY 14072



Existing Community Solar Farm in Ithaca, NY

Sign up today!

Call **800.836.4923** or go to **bluerockenergy.com/grandislandsolar** to join now.

*Solar rates will be discounted 5% from the currently effective local utility delivery rate plus the average local utility supply rate from the past 12 months, as filed by the utility with the NYSPSC. Currently available to customers in National Grid's Western Region.

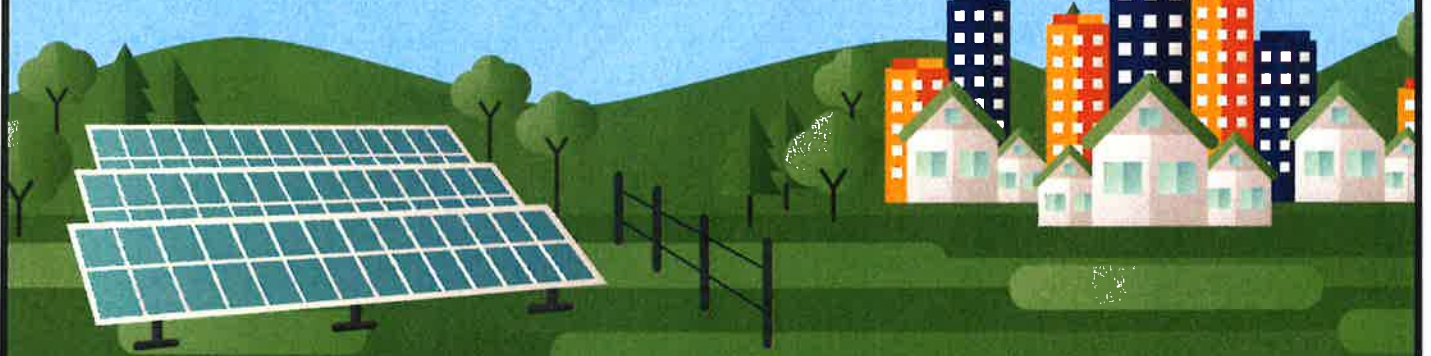


10%
discount on your
electric rate!

Going Green Made Easy

Join an existing Community Solar Farm to begin sharing the sun with others.

New York State's initiative is to be 50% renewable by 2030.
Joining a Community Solar Farm is the easiest way
for you to go green.



**No roof top panels.
No upfront payment.
No credit check.
Pay as you go.**

Sign up today to reserve your spot!
Visit bluerockenergy.com/solar or call 800-836-4923

Interested in learning more?
We are happy to sponsor an informational "Coffee Hour" after
a church service to provide additional details about Community Solar.

10% DISCOUNT. ZERO PANELS.



AMERIGreen is excited to partner with BlueRock Energy to offer customers in the Ithaca, Binghamton and surrounding areas the opportunity to become a member of the new Community Solar Farm! Whether you're a homeowner or renter, community solar is a cost-effective, sustainable energy solution with advantages for everyone.

- A 10% rate discount on electricity versus the local utility company*
- Contracts as short as one-year
- No credit check
- No upfront investment
- Pay as you go

Space is extremely limited. Sign up today to reserve your spot!

Call **800.836.4923** or go to **www.amerigreen.com/sall** to get started.

*Solar rates will be discounted 10% from the currently effective delivery rate plus the average local utility supply rate from the past 12 months, as filed by the utility with the NYSPPSC. Currently available to customers in the NYSEG Central Zone.

10% DISCOUNT. ZERO PANELS.



BlueRock Energy is excited to offer customers in the Ithaca, Binghamton and surrounding areas the opportunity to become a member of the new Community Solar Farm! Whether you're a homeowner or renter, community solar is a cost-effective, sustainable energy solution with advantages for everyone.

- A 10% rate discount on electricity versus the local utility company*
- Contracts as short as one-year
- No credit check
- No upfront investment
- Pay as you go

Space is extremely limited. Sign up today to secure your spot!

Call **800.836.4923** or go to **bluerockenergy.com/solar** to subscribe now.



*Solar rates will be discounted 10% from the currently effective delivery rate plus the average local utility supply rate from the past 12 months, as filed by the utility with the NYS PSC. Currently available to customers in the NYSEG Central Zone.

Community Solar Frequently Asked Questions:



What is Community Solar?

Local, centrally located large solar energy system near you, serving many households. Anyone paying a NYSEG electric bill, including renters, can enroll.

How much money down is required?

None. No money down is required to tap into solar energy through a Subscription-Style Community Solar Project.

How long is the commitment?

Contracts can be 1, 2 or 3 years.

How do I make payments?

Subscribers will make monthly electronic withdrawals from a checking or savings account. BlueRock Energy will notify each subscriber with an electronic copy of the invoice prior to initiating the electronic withdrawal.

Is my banking information safe?

Absolutely. BlueRock Energy is an Energy Services Company (ESCO) with over 19,000 customers in five states and works regularly in keeping customer information secure. The banking information is destroyed and does not reside on any computer network once entered into our secure payment system.

How much does it cost and how much will I save?

The kilowatt hour credits purchased as a result of your subscription will be able to offset all per kilowatt hour supply and delivery charges on your utility bill. The price you will pay per kilowatt hour will be 10% less than the current delivery rates and the previous 12-month average NYSEG utility supply rates.

What if I am on Budget Billing with NYSEG?

At the moment, customers on Budget Billing with NYSEG that participate in Community Solar are not being properly credited. We are currently working with NYSEG to figure out a way for Community Solar customers to receive credits properly while maintaining Budget Billing. However, you do have the ability to OPT OUT of Budget Billing with NYSEG and start saving with Community Solar.

Visit bluerockenergy.com/solar or call us at **800-836-4923**

Community Solar Frequently Asked Questions:



What happens if the amount of kilowatt hours that I have been allocated and have purchased from the Project for a particular month, exceed my usage for that month?

Excess kilowatt hours purchased and allocated from the Project will carry over on your monthly NYSEG utility bill to the following month and each succeeding month until used in full. They are **not lost**, as long as you remain a subscriber and in your current residence. Under normal weather conditions, the excess allocation typically happens in a summer month. As a subscriber, the excess kilowatt hours continue to carry over until months where the kilowatt hours allocated and purchased from the Project are less than your monthly usage. This kilowatt hour shortage will typically happen in a winter month. The excess kilowatt hours carried over to these months are used to reduce the shortage.

What happens if the amount of kilowatt hours purchased and allocated from the Project for a particular month are less than my usage for that month?

In this case, your bill from NYSEG will show a net usage amount. If, after applying any carry over credits (see question above), a net usage amount remains, you will be billed by NYSEG and/or an ESCO for such net usage amount at NYSEG's delivery rates and NYSEG and/or the ESCO's retail supply rate.

What if I purchase my electric supply from a third-party ESCO instead of NYSEG?

As long as the third-party ESCO supply charges are included on your NYSEG bill, (known as consolidated billing), the net metering credits you purchase will be able to offset all supply and delivery per kilowatt hour charges on your utility bill. If you are billed and pay for your supply charges directly to the third-party ESCO and not through NYSEG, then the net metering credits you purchase will be able to offset only the delivery per kilowatt hour charges on your utility bill.

What if I have an on-site solar system at my house or business?

If you currently have a solar energy system located on your property used to offset electricity for a particular utility account, then you are not eligible to enroll that utility account in this program.

What are the details of this Community Solar project?

This project is located in Ithaca, NY, and is fully completed and interconnected. Anyone paying a NYSEG **electric** bill in the NYSEG Central Zone is eligible to subscribe to this Community Solar Project, and will receive a 10% guaranteed savings. NYSEG's Central Zone includes the following counties: Allegany, Broome, Cattaraugus, Cayuga, Chemung, Chenango, Cortland, Livingston, Madison, Onondaga, Ontario, Owasco, Schuyler, Seneca, Steuben, Tioga, and Tompkins.

Visit bluerockenergy.com/solar or call us at 800-836-4923

DER Supplier Registration Form – BlueRock Solar – Attachment D

Copy of OCS Contact Form



New York State Public Service Commission
Office of Consumer Services
Service Provider Contact Information

Completed forms should be submitted by fax to 518-472-8501

Date 5-21-18

Company Name BlueRock Energy Solar, Inc.

Service Type (Check all that apply): Gas Elec ESCO Cable TV
Water ILEC CLEC Toll Only Other CDG Provider

President Philip R. VanHorne, President & CEO
Mailing Address 125 Jefferson Street, Suite 800
Syracuse, NY 13202
Email Address PVanHorne@bluerockenergy.com
Phone Number 877-280-4909 Fax Number 315-701-1812

Vice President / Director of Customer Service Stew Anklin, Vice President of Sales
Mailing Address 125 Jefferson Street, Suite 800
Syracuse, NY 13202
Email Address StewAnklin@bluerockenergy.com
Phone Number 315-418-4444 Fax Number 315-701-1812

Primary Regulatory Complaint Manager Tammy Maule, Director of Customer Administration
Mailing Address 125 Jefferson Street, Suite 800
Syracuse, NY 13202
Email Address RegulatoryAffairs@bluerockenergy.com
Phone Number 315-432-4103 Fax Number 315-701-1812

Secondary Regulatory Complaint Manager _____
Mailing Address _____

Email Address _____
Phone Number _____ Fax Number _____

The PSC electronically transmits consumer complaints to service providers. You must identify a fax number and/or an email address box that is shared by a group of people. (NOTE: WE WILL NOT SEND COMPLAINTS TO PERSONAL EMAIL ADDRESSES. A SHARED EMAIL ADDRESS MUST BE IDENTIFIED OR THE TRANSMISSION WILL DEFAULT TO THE FAX NUMBER) Please identify the address/es to which we should transmit our complaints:

Email: RegulatoryAffairs@bluerockenergy.com Fax: 315-701-1812