

COMMUNITY DG LEASE 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 lease a portion of 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 lease (not own) your portion of the system. You will own energy generated by that portion of the system during the term of the lease.

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: _____ Service Address: _____ _____ Distribution Utility: _____ Mailing Address: _____ _____ Email Address: _____</p>	<p style="text-align: center;"><u>PROVIDER INFORMATION</u></p> <p>Name: _____ Address: _____ _____ Telephone Number: _____ Email Address: _____ Form Prepared By: _____</p>
<p style="text-align: center;"><u>MONTHLY PAYMENTS</u></p> <p>Monthly Lease Payment at Start of Term: \$ ____ [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.] [Your Monthly Lease Payment will remain fixed for the term of your lease.] OR [Your Monthly Lease Payment 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: \$ ____ Amount Due at _____ [provide date or describe milestone]: \$ ____ [Add additional lines as necessary to identify each payment] [This section can be deleted if no up-front payments exist.]</p>
<p style="text-align: center;"><u>TERM</u></p> <p>The initial term of your lease is ____ years [and ____ months]. Total number of Monthly Lease Payments: _____</p>	<p style="text-align: center;"><u>TOTAL ESTIMATED COST</u></p> <p>Total of all Monthly Lease Payments: \$ ____ Total Estimated Taxes: \$ ____ Total of all Up-Front Payments: \$ ____ Total Estimated Costs: \$ ____</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.]

OTHER CHARGES

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]

GENERATION SYSTEM LOCATION

System Location: _____

Approximate Interconnection Date: _____

[If multiple location options are available, list all]

SYSTEM SIZE AND GENERATION

For all above listed systems:

[If generation is different among listed locations, please specify] Estimated Size of System in kilowatts DC (kWdc): ___kWdc

Portion of the System you are leasing: [___ %] OR [__kWdc]

Estimated gross annual electricity production in kilowatt-hours (kWh) from your portion of the System in the first year of operation: _____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 Life time: ____ 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.]

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 lease payment each year, as detailed in the contract.] OR [This contract does not guarantee savings.]

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 for customers in the same utility rate class 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 your System's generation. After lease 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 lease 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.]

END OF CONTRACT TERM

[At the end of your contract term, ownership of your portion 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 your portion of the system {for \$___} OR {based on the contract terms}; or**
- **end your participation.]**

EARLY TERMINATION

If you terminate your contract early, 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>.

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: