

## Community Solar Subscription Agreement

Company: Chester NY 1, LLC	Effective Date: Date of Last Signature
Customer/Utility Account Holder:	Finalized Capacity: (Company will confirm after verification)
Utility Service Location:	Customer Support: 1-845-618-1628 NYS Department of Public Service: 1-800-342-3377
Internal Use Only: Corrected Account Holder: Service Location:	

### 1. **Introduction.**

This Community Solar Subscription Agreement (this “**Agreement**”) sets forth the terms and conditions under which you subscribe through Chester NY 1, LLC to a portion of the electric generating capacity of a utility-approved Community Distributed Generation solar garden for the Term of this Agreement in order to receive Bill Credits from the Utility so as to decrease your utility costs. “**Utility**” means the utility service provider listed under Appendix A. In this Agreement, you may be also referred to as “you”, “your” or “Customer”, and Chester NY 1, LLC, together with its affiliates, successors and assigns, may also be referred to as “the Company” or “we” or “us” or “our”. Customer and the Company shall collectively be referred to herein as the “Parties” and individually as a “Party”.

This Agreement, with the Effective Date as of the date of the last signature, is a legally binding agreement with disclosures required by law, so please read everything carefully. Specific disclosures required by law are provided in Appendix F. This contract is subject to the New York Home Energy Fair Practices Act and Uniform Business Practices For Distributed Energy Resource Suppliers, which provide you with additional rights. HEFPA provides residential energy customers with comprehensive protections in areas such as, customer billing, and payment and complaint procedures. Additional information about your rights under HEFPA is available at the New York Department of Public Service website, <http://www3.dps.ny.gov/W/PSCWeb.nsf/All/BFBBC5F20C80A1C685257687006F3A5C?OpenDocument>. For more guidance, see the UBP-DERS reg, CDG Low-Income Notice (Appendix C). Should any dispute arise under this Agreement, you should contact the New York State Department of Public Service for dispute resolution at the number provided above. If you have any questions regarding this Agreement, please ask your Nautilus Solar Specialist at the above number.

Your rights and obligations under this Agreement may also be affected by the terms and provisions of the Program, referenced in Section 2 below, which may be obtained from the New York State Public Service Commission.

### 2. **General Information.**

As detailed below, the Utility currently offers a Community Distributed Generation program whereby the Utility is required to issue credits for generated solar electricity pursuant to the terms of the Tariff and regulations (the “**Program**”). “**Tariff**” means the Utility tariff listed in Appendix A, as approved by the New York Public Service Commission, together with any subsequent amendments and approvals thereto. This Program requires the Utility to issue credits on the bills for certain customers (the “**Bill Credits**”) in exchange for receipt of solar electricity from a qualifying Community Distributed Generation facility.

We have constructed or intend to construct a utility-approved Community Distributed Generation facility as set forth in the Tariff, at the location set forth in Appendix A (the “**Facility**”). We shall provide you further description of such Facility and notice of assignment to the Project Company on or shortly after the Commercial Operations Date of such Facility by updating Appendix A in accordance with Section 2. By executing this Agreement, you agree to allow us to assign this Agreement to any eligible solar facility developed by us (the “**Project Company**”), as described (or to be described at a future date) in Appendix A.

Under this Agreement, you will subscribe to a portion of the electric generating capacity of the Facility during the Term of this Agreement in order to receive Bill Credits from the Utility on your Utility bill (the “**Solar Interest**”).

### 3. Term.

- a. Term. The Term of this Agreement (the "**Term**") shall commence on the Effective Date and extend for twenty-five (25) years following the Commercial Operations Date stated on Appendix A unless earlier terminated in accordance with this Agreement. "**Commercial Operations Date**" means the date on which the Facility generates electric energy on a commercial basis, and is interconnected to the local electrical distribution system as approved by the Utility. Such date shall be specified by us in Appendix A. If the Commercial Operations Date is not known by the Effective Date, we will provide you with notice of the Commercial Operations Date once known. Appendix A will be updated after the Commercial Operations Date with the Commercial Operations Date, Facility Location, Facility's total nameplate capacity, Initial Customer's Capacity, Initial Customer's Portion, and the Estimated Initial Annual Customer's Solar Output. Such updated Appendix A shall be added to this Agreement without the need for additional consent or signature of the Parties.
- b. Initial Receipt of Bill Credits. The Utility shall begin allocating Bill Credits to you upon the date (the "**Eligibility Date**") by which all of the following shall have occurred: (1) the Commercial Operations Date and (2) the Utility has added you to the Utility's Bill Credit allocation records (the "**Membership Information List**") which we update with the Utility from time to time to allocate Bill Credits obtained from the Utility in respect to solar electricity delivered to the Utility Meter located at the Facility and (3) you have been approved by the Utility, see Section 4.

### 4. Acknowledgments Regarding the Program.

- a. Program Limitation and Requirements. The Program imposes certain requirements and limits on participation in the Program (such limits, the "**Program Limitation**") as further described in Appendix B and incorporated into this Agreement.
- b. Your Subscription is Contingent on Allocation of Bill Credits by Utility. Your subscription is contingent upon and subject to the Utility's acceptance and allocation of Bill Credits to your Customer Account. During the Term of this Agreement, (i) if for any reason the Utility refuses to allocate a portion or all of the Bill Credits to your Customer Account on a temporary basis, this Agreement shall remain in full force and effect, but we shall promptly refund to you any amount paid to us by you for such Bill Credits which the Utility refused to credit to your Customer Account, and (ii) if for any reason the Utility refuses to allocate the Bill Credits to your Customer Account on a permanent basis, either Party may terminate this Agreement by written notice to the other Party.
- c. Additional Requirements. You acknowledge that, in connection with this Agreement, you must first satisfy our credit requirements, which are subject to change and not contained in this Agreement. We may terminate this Agreement if we determine that you are ineligible to participate in the Program and/or fail to satisfy our credit requirements.

### 5. Customer's Subscription.

- a. Capacity Subscribed. Commencing on the Eligibility Date and continuing throughout the remainder of the Term, you agree to subscribe to a Capacity sufficient to produce kWh equal up to 100% of your historic twelve-month electric energy usage. After verifying your prior twelve-month usage or estimated usage with the Utility, we shall notify you of your Capacity within the updated Appendix A. "**Capacity**" means the amount of capacity you subscribed to under this Agreement as detailed under Appendix A expressed in terms of kW.
- b. Determination of Solar Output. You acknowledge the measurement of the Facility Solar Output shall be based upon readings at the Utility Meter. Each month during the Term of this Agreement, for as long as you are in compliance with the requirements of this Agreement, the Program and the Utility, the Utility will calculate the amount of solar electricity generated that month at the Facility and delivered to the Utility Meter, if available (the "**Facility Solar Output**"). The Utility will then multiply the Facility Solar Output by your Portion to arrive at the "**Customer Solar Output**" for that month in kWh. Customer Solar Output means the portion of the Facility production allocable to the Customer measured in kilowatt hours AC or "**kWh**." The month over which such solar electricity is measured is referred to herein as the "**Production Month**." "**Portion**" means your Capacity expressed in a percentage of the total nameplate capacity of the Facility.

- c. Calculation of Bill Credits. Bill Credits are calculated solely by the Utility based upon the terms and conditions of the Program. You acknowledge and agree that our sole obligation regarding payments to you is to request and use commercially reasonable efforts to require the Utility to deliver Bill Credits. We will provide the Utility with your information so that the Utility can post the appropriate amount of Bill Credits to your Utility bill, pursuant to the allocations shown in the Membership Information List. Bill Credits that are applied to your Utility bill are based upon readings at the Utility Meter. Bill Credits to be applied on your Utility bill are calculated using the Bill Credit Rate multiplied by your Customer Solar Output based upon the reading at the Utility Meter. **"Bill Credit Rate"** means the applicable value of distributed energy resources rate in effect at the time of energy generation (in \$/kWh) and may be periodically revised by the Utility based upon variations in the Utility's rate components from time to time, that is applicable to your service classification.
- d. Payment to Utility. You shall pay your Utility bill on a timely basis in accordance with the Utility's general terms and conditions.
- e. Title; Environmental Attributes and Tax Incentives Excluded. You shall not be entitled to any ownership interest in, and as between you and us, we shall have title to, the Facility and all solar panels. You acknowledge and agree that your Solar Interest does not include any Environmental Attributes associated with the Facility, and you agree that you will not claim any Environmental Attributes. **"Environmental Attributes"** means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits, RECs of any kind and nature resulting from or associated with the Facility and/or its electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets, (iv) investment tax credits (including any grants or payments in lieu thereof), tax deduction, incentives or depreciation allowances established under any federal or state law, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Facility and/or its electricity generation.
- f. Taxes. You shall be responsible for any applicable sales, use, import, excise, value added, or other taxes or levies (other than our income taxes) associated with this Agreement.
- g. Distribution of Excess Bill Credits. **"Excess Bill Credits"** means additional Bill Credits allocated to your Customer Account by the Utility, which shall temporarily increase the regular Bill Credit distribution associated with your Customer Solar Output. We may at any time direct the Utility to apply Excess Bill Credits to your Customer Account, or your Facility may receive additional credits based on special circumstances as determined by your Utility. You agree to pay us the Payment Rate (defined in Section 6a) of any Excess Bill Credits received by you in accordance with this Section. Such amount shall be included on your next invoice and paid in accordance with Section 6.

## 6. Payment

- a. Bill Credit Payment. **"Payment Rate"** means the rate that you pay per kWh for the Solar Interest. The Payment Rate shall be Bill Credit Rate minus \$0.01 per kWh. The **"Bill Credit Payment"** for each month shall equal the product of the Payment Rate and the Customer Solar Output.
- b. Invoice for Bill Credit Payment. After the Eligibility Date, we will provide you with electronic notice of the Bill Credit Payment amount due from you on or about the 60th day after the end of the Production Month upon which such Bill Credit Payment is based (the **"Invoice"**). The Invoice shall be based on readings from the Utility Meter, if available. In the event the Utility does not provide Utility Meter readings at all or on a timely basis, the Invoice shall be based on readings at the Facility Meter. **"Facility Meter"** means our electric meter located at the Facility and used to measure the solar electricity generated at the Facility. You shall pay all invoiced amounts owed to us by automatic electronic funds transfer via the Automated Clearing House (**"ACH"**) wire

transfer, from the Designated Payment Account identified by you in Appendix C. You may also pay invoiced amounts owed to us by credit card, although a 3.76% processing fee will be applied to your bill. You shall execute the "Payment Authorization Form" attached as Appendix C and incorporated herein.

- c. Annual Verification Report. Each Party shall keep, for a period of not less than three (3) years after the date of each Invoice, records sufficient to permit verification of the accuracy of billing statements, charges, computations and payments reflected on such Invoice. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such Invoice during the other Party's normal business hours. We shall, at your request (such request to not occur more than annually), provide documentation of the amount of electricity generated by the Facility and/or the calculation of the Bill Credit Payments provided that you provide us with your Utility bills for the time in question.
- d. Annual Report. We shall provide you with an annual report detailing the total Bill Credits you received on your Utility bill and the total Bill Credit Payments you made for the prior year. Such annual report will be provided to you prior to March 31<sup>st</sup> of year for the prior year.

**7. Customer Information.**

Within ten (10) days of any request therefor by the Utility or us, you will provide to the Utility all applications, documentation and information required by the Utility to evaluate your qualification and eligibility for participation in the Program. You further agree to execute the Consent to Disclose Utility Customer Data set forth in Appendix E. We may use your customer information you provide in Appendix A for reporting purposes to governmental entities and as outlined in Appendix E.

**8. Changes in Location and Capacity.**

a. Change in Location.

- i. Advance Notice. You agree to provide us with sixty (60) days advance notice of any change which may cause you to not be the Utility's customer at the Utility Service Location.
- ii. New Eligible Service Location within same Utility Service Territory and Load Zone. You agree that if the Utility no longer provides utility service to you at the Utility Service Location or you move, but you receive utility service at a different location within the Utility Service Territory and the same Load Zone which qualifies for the Program, this Agreement shall continue in effect. "**Load Zone**" means the New York Independent System Operator load zone applied to the Utility Service Location by the Utility as determined by the New York Independent System Operator. You agree to take all necessary steps and provide all information and documentation required under the Program to substitute your new service location for the Utility Service Location identified in this Agreement. We shall update the Membership Information List, which may take up to ninety (90) days. After the Utility has verified eligibility and accepted the updated Membership Information List, you will continue to receive Bill Credits in accordance with the terms of this Agreement. We shall update Appendix A with your new Utility Service Location, without the need for additional consent or signature. You acknowledge that if the Utility Service Location or any new service location does not comply with Program or Utility requirements, you will not be able to receive Bill Credits and we may terminate this Agreement under Section 10(h).
- iii. New Eligible Location Within Different Load Zone. If you move to a new Load Zone within an eligible utility service territory where we have another eligible facility, we shall determine if we have adequate capacity in such new facility to allocate to you. We shall provide written notice to you of such determination within 18 months of your notice. If we have adequate capacity, we shall update the Membership Information List and Appendix A with your new Utility Service Location, without the need for additional consent or signature. You agree to take all necessary steps and provide all information and documentation required under the Program to substitute your new service location for the Utility Service Location identified in this Agreement. If we determine that capacity is unavailable in the new facility this Agreement shall terminate upon date of such written notice from us. You acknowledge that if the Utility Service Location or any new

service location does not comply with Program or Utility requirements, you will not be able to receive Bill Credits and we may terminate this Agreement under Section 10(h).

- iv. Other Termination of Utility Service. If you cease to be a Utility customer for electric service at the Utility Service Location and your new service location is not eligible to participate in Program, we may terminate this Agreement under Section 10(h).

## **9. Your General Agreements.**

In connection with this Agreement you represent, covenant, and agree that:

- a. The Customer Information you provide in Appendix A is accurate, and that you are a current customer of the Utility at the Utility Service Location specified therein, and your account is in active status.
- b. You agree to make no claim against us or our affiliates or assigns for amounts which may be payable to you from the Utility under the Program or in connection with this Agreement.
- c. You have not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the Bill Credits, and you will not do so during the Term of this Agreement.

## **10. Termination.**

- a. Termination Based on Convenience. At any time and for any reason, you may terminate this Agreement without penalty, provided that you give no less than sixty (60) days advance notice of your intended termination date.
- b. Termination of Program by Utility. In the event the Utility ceases to offer the Program or a comparable substitute, or in the event that there is a change in the Program such that you are no longer eligible to participate in the Program, then either Party may terminate this Agreement after the Utility ceases to provide you Bill Credits thereunder.
- c. Termination Based on Lease. If the lease where the Facility is located is terminated for any reason and not subsequently reinstated, this Agreement will terminate at such time without liability to either Party.
- d. Termination Based on Death. This Agreement shall terminate upon the death of the Customer.
- e. Termination Based on Your Default. You will be in material default of this Agreement and we may terminate this Agreement should any of the following occur:
  - i. You fail to make any payment when due under this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice from us.
  - ii. Any of the representations set forth in this Agreement shall be or become untrue, or you fail to fulfill any of your other material obligations as expressed in this Agreement, and such failure continues for more than thirty (30) days after written notice to you of such failure.
  - iii. You become insolvent, file for bankruptcy, or make an assignment for the benefit of your creditors, or an involuntary bankruptcy petition is filed against you.
- f. Termination Prior to Operation. Either Party may terminate this Agreement without penalty if we have not achieved the Commercial Operations Date for the Facility or the Facility fails to qualify as a Community Distributed Generation Facility in accordance with the Tariff within eighteen (18) months after the Effective Date; provided that such eighteen-month period shall be extended on a day-to-day basis for any Force Majeure or action or inaction on the part of the Utility. This Agreement shall terminate without further liability on the part of either Party.
- g. Force Majeure. “**Force Majeure**” means any event or circumstance not within the reasonable control of the Company which precludes the Company from carrying out, in whole or in part, its obligations under this Agreement. If a Force Majeure event occurs, the Company shall not be deemed to be in default during the Force Majeure event, provided that: (i) the Company gives you written notice within two (2) weeks describing the occurrence and the anticipated period of delay; (ii) no obligations of the Party which were to be performed

prior to the Force Majeure shall be excused; and (iii) the Company shall use commercially reasonable efforts to remedy the Force Majeure. If any Force Majeure lasts longer than 90 days, and the Company determines in good faith that such Force Majeure substantially prevents, hinders or delays the Company's performance of any of its obligations, then either Party may upon written notice terminate the Agreement without further liability, except that neither Party shall be relieved from any payment obligations arising under this Agreement prior to the Force Majeure.

- h. Ineligible to Participate in the Program. Unless otherwise noted in this Agreement, if you become ineligible to participate in the Program, we may terminate this Agreement upon thirty (30) days written notice to you.
- i. Effect of Termination. Upon termination of this Agreement for any reason, we shall notify the Utility promptly to stop any future Bill Credits allocation to you forthwith and we shall have no further obligation to deliver, and you shall have no further obligation to subscribe to, any Bill Credits from us, provided, however, that you shall remain responsible for payment of any amounts due from you under this Agreement which are unpaid prior to such termination. You shall be responsible for the Bill Credit Payment for any Bill Credits received until we update the Membership Information List. In connection with the foregoing sentence, both Parties agree to execute any documents as may be reasonably required by the Utility.

#### **11. Dispute Resolution.**

- a. Should any dispute arise under this Agreement, you should contact the New York State Department of Public Service for dispute resolution at the number provided above.
- b. Complaints. For any concerns or complaints regarding this Agreement, please contact us at [Support Line]. We shall acknowledge such complaint within two (2) days of our receipt and respond within fourteen (14) days thereof whether in writing or by phone call. We shall keep a record of all customer concerns or complaints.
- c. Dispute Resolution. If you dispute the amount of any Bill Credit Payment due under this Agreement, you shall within ninety (90) days after the billing period upon which such dispute is based provide us written notice explaining the dispute, along with documentation sufficient to support your claim, or you shall be deemed to have waived your dispute. Any dispute between you and us arising out of or relating to this Agreement (a "**Dispute**") shall in the first instance be addressed by taking the following steps: (1) by informal negotiations between you and us following an exchange of written notice of and response to said Dispute and for a period of time not to exceed forty-five (45) days unless extended by mutual agreement; and if not resolved by negotiations, then (2) such Dispute shall be finally settled through litigation in a United States District Court in New York, or if such court does not have jurisdiction over such Dispute, in the Supreme Court of the State of New York. For such purposes, each Party irrevocably submits to the jurisdiction of such courts (or, if such courts do not have or decline to exercise such jurisdiction, then any United States federal court of competent jurisdiction) and waives its right to any jurisdictional defense that such litigation is brought in an inconvenient forum. Neither you nor we will notify the Utility of any such Dispute until after you have provided us with such notice of Dispute and our forty-five (45) day response period, and any agreed extension, has ended. Following that period, you may contact the Utility regarding any unresolved Dispute to the extent it involves the amount of any Bill Credits you believe are due to you.
- d. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.
- e. Jury Waiver. EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION OR DOCUMENT RELATED TO THIS AGREEMENT.

#### **12. Notices.**

In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier,

sent electronically to the address of the addressee as specified below. Except as otherwise provided, all such notices or other communications will be deemed to have been duly given and received upon receipt.

To Us: Chester NY 1, LLC  
396 Springfield Avenue, 2<sup>nd</sup> Floor, Summit, NJ 07901

To You: As set forth in Appendix A.

**13. Additional Agreements.**

- a. Confidentiality. You agree to keep the terms of this Agreement in strictest confidence and trust and to not disclose the terms hereof to any other entity or person or use, disseminate, or otherwise distribute any such information for your benefit or for the benefit of another, except for the limited purpose of facilitating the business relationship with us and the transactions contemplated herein or as required by law.
- b. Service Contract. Your community solar subscriber benefits under this Agreement, including the Bill Credits related to your Solar Interest, will be treated as a service contract under Internal Revenue Code Section 7701(e), and its various subparts.
- c. DISCLAIMERS OF WARRANTIES: WE DO NOT WARRANT OR GUARANTEE ANY MINIMUM PRODUCTION, SOLAR OUTPUT, OR BILL 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, ENVIRONMENTAL ATTRIBUTES, 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 FACILITY OR ANY PART THEREOF. WE DO NOT REPRESENT OR WARRANT THAT THERE WILL BE NO CHANGES TO THE TARIFF OR THE PROGRAM OR THE BILL 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 WILL NOT CAUSE YOU TO BE INELIGIBLE FOR THE PROGRAM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY AUTHORIZED REPRESENTATIVE OF THE COMPANY SHALL CREATE A WARRANTY. THESE LIMITATIONS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.
- d. LIMITATION ON DAMAGES: (1) LIABILITY OF EACH PARTY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND (2) ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.
- e. Assignment. You may not assign this Agreement nor assign or transfer the Bill Credits. We may assign this Agreement, or any of our rights, duties, or obligations under this Agreement, to another entity or individual, including any affiliate, whether by contract, change of control, operation of law, collateral assignment or otherwise, without your prior written consent. We may in our sole discretion, from time to time, transfer you to another affiliated Facility, provided that you receive similar rights and benefits as hereunder. We shall provide you with written notice of such transfer and an updated Appendix A with the new Facility information. Such updated Appendix A shall be deemed to be added to this Agreement and such transfer may be made without the need for additional consent or signature of the Parties.
- f. Survival. In the event of expiration or early termination of this Agreement, the following sections shall survive: Sections 4, 10, 11, 12, and 13.
- g. Entire Agreement. This Agreement, together with its appendices and exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

- h. Severability. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the parties as the original terms and the remainder of the Agreement will remain in full force and effect.
- i. No Partnership. Nothing contained in this Agreement will constitute either Party to this Agreement as a joint venturer, 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.
- j. Amendments; Binding Effect; Waiver. Except as otherwise permitted in this Agreement, this Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all of the Parties to this Agreement or their respective successors in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns. No waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver.
- k. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart.
- l. Corrections to Contract. Administrative corrections & omission changes do not require contract re-approval. These unilateral changes are made in writing within the originally signed contract by a Quality Control (QC) Officer, and do not affect the substantive rights of the parties, nor the terms & conditions of the contract. These include: a) Changes to correct spelling, typos, or account alignment with utility provider's data (account number, formats, etc.); b) Changes to correct naming prefixes, suffixes, or initials (e.g., Mr./Ms., Jr., Sr., IV, middle initials). Substantive (non-administrative) changes require contract re-approval by all parties. These changes alter the terms and conditions of the contract in ways that affect the substantive rights of the parties by adding, deleting, or changing the work required and/or monies/fees/services authorized under the contract. These changes are made bilaterally with agreement between all affected parties.

**14. Right to Cancel.**

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the Effective Date or anytime during the duration of the project with sixty (60) days' notice. See the attached notice of cancellation form (attached hereto as Appendix D) for an explanation of this right.

[Signatures on Following Page]



IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

Chester NY 1, LLC

By: \_\_\_\_\_  
Mike Streams, Authorized Signatory

Date: \_\_\_\_\_

**Customer**

By: \_\_\_\_\_

Date: \_\_\_\_\_

List of Appendices to Agreement

- Appendix A: Customer and Facility Information
- Appendix B: Program Limitations
- Appendix C: Payment Method Authorization
- Appendix D: Right to Cancel
- Appendix E: Consent to Disclose Utility Customer Data
- Appendix F: Community Distributed Generation Customer Disclosure Form

**Appendix A**

**Customer and Facility Information**

(This Appendix will be completed by us and an updated copy of this Appendix will be provided upon the later of (i) the Commercial Operations Date and (ii) thirty (30) days after the Effective Date of this Agreement.)

**Customer Name(s):** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Tel:** \_\_\_\_\_

**Name of Utility:** Orange & Rockland

**Utility Service Location:** \_\_\_\_\_

**Customer's Utility Account Number:** \_\_\_\_\_

**Initial Customer's Capacity (kW):** PENDING UPDATE

**Initial Customer's Portion (% of Facility capacity):** PENDING UPDATE

**Estimated Initial Annual Solar Output:** 3,491,358

**Facility Name:** PENDING UPDATE

**Facility Company Name:** PENDING UPDATE

**Facility Location:** PENDING UPDATE

**Total Facility Nameplate Capacity (kW):** 1,980

**Estimated Commercial Operations Date:** PENDING UPDATE

**Tariff:** Orange and Rockland Utilities' Schedule for Electricity Services P.S.C. No. 3 and the Rider N – Net Metering and Value Stack Tariff for Customer-Generators Remote Net Metering and Community Distributed Generation as filed with the New York State Public Service Commission

## Appendix B

### Program Limitations and Requirements.

- a. Program Limitation. The Program Limitations include the following: (1) your Capacity shall not exceed an amount sufficient to produce kWh in excess of one-hundred percent (100%) of your electrical energy consumption during the most recent 12-month billing period, (2) your Capacity must produce a minimum of 1,000 kWh per year, and (3) your Utility Service Location must be in the Utility service territory and Load Zone in which the Facility is located. You agree that the Estimated Initial Annual Solar Output from your Capacity as set forth in Appendix A shall not exceed the Program Limitation. **“Estimated Initial Annual Solar Output”** means the Solar Output estimated to occur during the 12-month period following the Commercial Operations Date. You also acknowledge that your participation (or the participation of others at the same Utility Service Location) in other Utility programs relating to renewable energy payments, credits or rebates may further limit the Portion, Bill Credits or Capacity which you can receive or which may be attributed to you in connection with this Agreement and the Program. You agree that we are not obligated to request, and that the Utility is not obligated to make any payment or provide Bill Credits to the extent your Capacity exceeds the Program Limitation. We reserve the right to decrease your Capacity in order to maintain your compliance with the Program Limitation. You acknowledge that the Program Limitation set forth in this Section is derived from the Program, and that this Agreement will be deemed automatically amended to incorporate any changes to corresponding provisions in the Program.
- b. Program Requirements. To participate in the Program, you must in addition to other applicable requirements (i) be and remain a customer of the Utility for electric service throughout the Term of this Agreement, (ii) assist in designating your Customer Account to which the Utility can post Bill Credits (which shall be at the Utility Service Location shown in Appendix A unless changed pursuant to the Agreement), and (iii) be and remain in compliance with all requirements of this Agreement and the Program throughout the Term of this Agreement. **“Customer Account”** means Customer’s account with the Utility for a location served by the Utility and within the same Load Zone in which the Facility is located, and which must be in a residential rate class that is eligible as a CDG Satellite Account under the Tariff.

## Appendix C

### PAYMENT METHOD AUTHORIZATION

You agree to provide us with information regarding a checking or savings account which you have with a bank or other financial institution, which information shall include the bank's or financial institution's name, the legal name of the account holder, the account number, and the routing number (the "**Designated Account Information**"), via our online customer portal (the "**Account Portal**"), within ten (10) days after your receipt of the Account Portal link and password. The account for which the Designated Account Information is provided, and all successor accounts for which you provide us with Designated Account Information, is referred to in this Agreement as the "**Designated Payment Account**." You may also provide us with the information via the Account Portal for a valid credit card ("Credit Card"). However, a processing fee of 3.75% will be applied to all payments, which you will be responsible for paying. You agree that at all times during the Term, you will maintain a Designated Payment Account or Credit Card in good standing with the bank or other financial institution holding such account or affiliated with such Credit Card. Should a Designated Payment Account or Credit Card be closed, changed, or otherwise become unavailable for payment of the monthly Invoice on a timely basis, you will provide us with a replacement Designated Payment Account or Credit Card information within five (5) business days, via the Account Portal, for a successor Designated Payment Account or Credit Card and provide us with full payment of any amounts which are then due from you to us. You agree and acknowledge that, notwithstanding any other provision of this Agreement, we will not, and shall not be obligated to, seek to have the Utility allocate Bill Credits to you until you have executed the Payment Method Authorization and provided the Designated Account Information or Credit Card.

The Designated Payment Account information or Credit Card to be provided via the Account Portal will be used for the automatic deduction of your payments pursuant to this Agreement from the Designated Payment Account. You hereby authorize **Chester NY 1, LLC** ("us" or "we"), or our service provider, to debit the Designated Payment Account on behalf of you by an ACH electronic check or draw from the Credit Card, on a monthly basis, not sooner than ten (10) days after your receipt of the Invoice (the "**Payment Date**") for payment of regular Invoices issued by us, and other amounts due, pursuant to the terms of this Agreement (collectively, the "**Payment**"). You further authorize and consent to the use of electronic documents and authorizations in connection with ACH and Credit Card transactions pursuant to this Agreement.

You understand and agree that if sufficient funds are not available from the Designated Payment Account or Credit Card, or the payment fails for any reason on the Payment Date, you shall (1) reimburse us for all penalties and fees incurred as a result of your bank rejecting ACH debits as a result of unavailable funds or the Designated Payment Account not being properly configured for ACH transactions, (2) to pay the lesser of an additional ten dollars (\$10.00) or the maximum amount as allowed by applicable law, as a late fee for each attempt returned for non-sufficient funds, and (3) an alternate payment method fee of ten dollar (\$10.00) for use of any payment method other than the Designated Payment Account (collectively, "NSF Charges"), or the maximum amount as allowed by applicable law. Payment for NSF Charges will be initiated as a separate transaction from the Payment. You understand and agree that no Payment will be considered "paid" until we receive the funds in full, and that we shall incur no liability as a result of withdrawal being dishonored by the account holder's bank, or for any charges made to you by your bank in connection with any debit transaction.

Recurring Bill Credit Payments shall be drafted monthly, and we shall provide you with notice of the invoice ten days prior to the Payment Date. Depending upon the timing of payments made by you, we may need to draft more than one month's Bill Credit Payment (including past due amounts) in order to bring the payments due to a current status.

You understand and agree that the authorizations provided hereby will remain in effect until we receive a notification of termination in writing from you. You agree to notify us in writing of any changes in your Designated Payment Account information or of termination of the authorizations at least fifteen (15) days prior to the beginning of the next month. Notice to us hereunder shall be delivered to the following address:

Chester NY 1, LLC

396 Springfield Avenue, 2<sup>nd</sup> Floor, Summit, NJ 07901

If the above noted Payment Dates fall on a weekend or holiday, you understand that the payments may be executed on the next business day. For ACH and Credit Card debits to your Designated Payment Account, you understand that because these are electronic transactions, these funds may be withdrawn from the account as soon as the above noted Payment Dates.

You acknowledge that the origination of ACH and Credit Card transactions to the Designated Payment Account must comply with provisions of U.S. law, and that you will not dispute these scheduled transactions with your bank, so long as the transactions correspond to the terms indicated in this Appendix C.

You certify that the Designated Payment Account is enabled for ACH or Credit Card transactions. You certify that the Designated Payment Account may be charged or drawn by you.

We will provide you with a link and password to the Account Portal within ten (10) days after the Effective Date hereof by delivery of the link to the email address of the Customer identified in Appendix A.

The individual completing this form certifies the information contained herein is complete, true and correct, to the best of his or her knowledge, and that he or she has the authority to enter into the terms and conditions set forth in this Authorization.

**Customer**

By: \_\_\_\_\_

**Appendix D**  
**Cancellation Right**  
(Copy 1)

Right to Cancel. As set forth in Section 14 of the Community Solar Subscription Agreement (the "Agreement"), you may cancel the Agreement, without penalty or obligation, by sending us a written cancellation notice within three (3) business days of the date you signed the Agreement or sixty (60) days prior to cancellation. To cancel the Agreement, deliver a signed and dated copy of the below Notice of Cancellation (or any other written cancellation notice identifying you and the Agreement) to us at: Chester NY 1, LLC, 396 Springfield Avenue, 2<sup>nd</sup> Floor, Summit, NJ 07901 no later than midnight of the date that is three business days from the date you signed the Agreement.

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***Note: The following form is made available for the purpose of cancelling the Agreement pursuant to Section 14 of the Agreement within the three-day cancellation period described above. If you are not choosing to cancel the Agreement within the three-day period described above, you should not sign this form.***

***Two copies of this form are included so that if you do choose to cancel the Agreement by delivering this form to us within that time, you will still have a copy of this form.***

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**Notice of Cancellation**

Date of Transaction: \_\_\_\_\_

You may cancel this transaction, without any penalty or obligation, within three business days from the above date or with sixty days' notice. If you cancel, any property traded in, any payments made by you under the Agreement and any negotiable instrument executed by you will be returned within 10 days following receipt by us Chester NY 1, LLC of your Notice of Cancellation. If you cancel, you must make available to us at our address, in substantially as good condition as when received, any items of value delivered to you under the Agreement.

I, \_\_\_\_\_ hereby sign this Notice of Cancellation on \_\_\_\_\_, [TODAYS YEAR], and have caused it to be delivered to Chester NY 1, LLC on or before midnight of the date that is three business days from the date I signed the Agreement.

Customer's Signature: \_\_\_\_\_

## Appendix E

### Consent to Disclose Utility Customer Data Utility: Orange & Rockland

Please provide the following information. All requested information must be provided for the consent to be valid.

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**Authorized Recipient of Data:** Chester NY 1, LLC and its Affiliates

Physical Address: 396 Springfield Avenue, 2nd Floor, Summit, NJ 07901

Phone Number: 1-845-618-1628 Email: nautilus@powermarket.io

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**Data to be Released:**

Utility, denoted above, will provide to Chester NY 1, LLC and/or its affiliates, via green button data exchange processes or otherwise, initial and ongoing account information. This information exchange will include, but is not limited to: account number, address, contact information, kWh consumption history, revenue billing period, present meter reading, present meter reading date, account status (active / inactive), disconnect date of account, total monthly electric bill amounts, total monthly bill credits, billing rate code and other information as necessary ("Customer Data").

As a customer of Chester NY 1, LLC and subscriber in the Community Distributed Generation program, I further understand that the data furnished will only be used by Chester NY 1, LLC or its affiliates to adequately manage your Solar Subscription, perform Chester NY 1, LLC obligations under any Customer Agreement and maintain compliance with the Program.

Chester NY 1, LLC and its affiliates may not use any of my identified information for any other purpose and will keep my information confidential in accordance with the terms of the Customer Agreement.

Disclosure dates: Up to one month prior to the date this document was executed, as evidenced below, and the continual release and export of Customer Data until such consent is terminated as provided herein.

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**To be Completed by Utility Customer:**

I agree that I am the Utility customer of record for my utility account. I understand that Utility has a policy regarding disclosure of my Customer Data and I accept that policy. Furthermore, I understand that disclosure of my Customer Data by Utility may also be required by law or if I authorize its disclosure.

I agree to allow Utility to release to Chester NY 1, LLC and its affiliate, Customer Data described above for the purposes described above. I understand and agree that such data may reveal information about the way I use energy at my premises.

I understand that once my Customer Data has been provided to Chester NY 1, LLC, Utility will have no control over and no responsibility for Chester NY 1, LLC use of the data.

This consent shall terminate upon termination of the customer agreement between Chester NY 1, LLC and you.

By my signature, I affirm that I am customer of record and that everything in this document is true and correct. The undersigned and Chester NY 1, LLC agree that Chester NY 1, LLC may make agreements with me by electronic means. I agree that this consent, whether in paper or electronic form, has the same legal effect and is authentic and valid. Furthermore, I agree to receiving information and other communications relating to my consent in electronic form. By applying a signature below, I agree to the above terms and conditions governing my consent.

**Electronic Signature of Utility Customer of Record:**

By way of electronic signature below, I am agreeing to all terms of this request. I have read, understand, accept and agree to the terms herein above associated with this Consent to Disclose Utility Customer Data.

**Utility Electric Account Numbers**

**Account Number(s):**

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\_\_\_\_\_  
*Signature of Utility Customer of Record*

\_\_\_\_\_  
*Date Signed*



## Appendix F

### Community Distributed Generation Customer Disclosure Statement

Prepared by: Chester NY 1, LLC  
 396 Springfield Avenue, 2nd Floor, Summit, NJ 07901  
 Customer Care Phone: 1-845-618-1628  
 For more information visit WEBSITE

<b>Project Information</b>	<ul style="list-style-type: none"> <li>• Chester NY 1, LLC is currently in the process of building your Solar Facility. Once it is built, we will notify you of its name and location, prior to its Commercial Operations Date (see Appendix A).</li> </ul>
<b>Length of the Agreement, End Date, and Renewal</b>	<ul style="list-style-type: none"> <li>• This Agreement is valid for 25 years from the Commercial Operation Date of your Facility.</li> <li>• This Agreement terminates if (1) you provide 60 days advance notice, (2) you become ineligible to participate in the Program, (3) the project land lease is terminated, (4) the Program is terminated, (5) the customer dies, (6) the Facility is not built within 18 months of execution of the Agreement, (7) a force majeure event occurs, (8) there is a breach of the Agreement that is not cured.</li> <li>• The Agreement does not have any renewal terms.</li> </ul>
<b>Subscription Size/ Capacity / Portion</b>	<ul style="list-style-type: none"> <li>• Your subscription size is the amount of Capacity (in kW) to offset up to 100% of your annual electric consumption.</li> <li>• Your Subscription Size may also be expressed as a Portion (%) of the Total Facility Capacity (kW).</li> </ul>
<b>Terms and Conditions of Subscription</b>	<ul style="list-style-type: none"> <li>• This is a pay-as-you-go product. You pay a monthly variable amount, based on your portion of the Facility's output and the corresponding Payment Rate.</li> <li>• You will begin to see Bill Credits on your Utility bill within two billing cycles (about two months) after your Facility's first production period.</li> <li>• Your Bill Credits are based on the NY VDER Program and related tariffs.</li> <li>• If you have a dispute regarding the Agreement, you have the right to contact the NY Department of Public Service or you can reach us at 1-800-342-3377.</li> <li>• The Effective Date of the Agreement is the date of last signature.</li> </ul>
<b>Costs of Subscription</b>	<ul style="list-style-type: none"> <li>• There is no upfront cost to sign up for this Program.</li> <li>• You pay us for an amount less than the value of Bill Credits that you receive on your Utility bill.</li> </ul>

	<ul style="list-style-type: none"> <li>Your monthly payment is your Payment Rate multiplied by your allocated kWh for the generation period.</li> <li>The Payment Rate shall be the Utility Bill Credit Rate minus \$0.01 per kWh.</li> <li>If additional bill credits are allocated to you (Section 5g), you agree to pay us the Utility Bill Credit Rate minus \$.01 per kWh.</li> <li>Recurring monthly payments will be auto-debited from your ACH bank account or Credit Card (with an additional 3.76% processing fee) on-file.</li> </ul>
<b>Estimated Benefits</b>	<ul style="list-style-type: none"> <li>We generally expect the average 8 kW capacity to produce an estimated \$100 in net savings after the first year, and an estimated \$2,300 over the course of 25 years.</li> <li>Your estimated benefits are dependent on your Capacity and your Facility's estimated solar output (kWh per kW). This is consistent with the New York Value of Distributed Energy Resources Tariff mechanics.</li> <li>The Facility is anticipated to experience an output degradation of 0.5% per year.</li> </ul>
<b>Subscription Changes &amp; Termination</b>	<ul style="list-style-type: none"> <li>You have the ability to terminate the agreement, without penalty, with sixty days' advance notice.</li> <li>The subscription can move with you if you change addresses, and remain eligible to participate in the Program. We must have Capacity in a facility in the area that to accommodate the move.</li> </ul>
<b>Guarantees</b>	<ul style="list-style-type: none"> <li>You are guaranteed to benefit from \$0.01 per kWh for all energy produced by your portion of Facility Output so long as you are in compliance with the terms of this Agreement. This \$0.01 per kWh "net savings" means the difference between your Utility Bill Credit Rate and your Payment Rate to us.</li> </ul>
<b>Data Sharing and Privacy Policy</b>	<ul style="list-style-type: none"> <li>Your Utility will share with us your Utility account information on an ongoing basis. This information will be used to confirm your eligibility and compliance with the Program and to perform our obligations under the Agreement.</li> <li>We shall not disclose your confidential information to unauthorized third parties.</li> </ul>
<b>Rescinding Agreement</b>	<ul style="list-style-type: none"> <li>You may rescind the Agreement without penalty within 3 days of the Effective Date of the Agreement.</li> </ul>