#### **Community Solar Subscription Agreement**

Company: Effective Date: Date of Last Signature

CEC Development, LLC

Customer/Utility Account Holder: Finalized Capacity:

[CUSTOMER] (Company will confirm after verification)

Utility Service Location: Customer Support: 1-833-940-1893

[CUSTOMER PHYSICAL ADDRESS BLOCK] NYS Department of Public Service: 800-342-3377

#### 1. Introduction.

This Community Solar Subscription Agreement (this "Agreement") sets forth the terms and conditions under which you subscribe through CEC Development, 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 CEC Development, 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 the Disclosure Form. 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, <a href="http://www3.dps.ny.gov/W/PSCWeb.nsf/All/BFBBC5F20C80A1C685257">http://www3.dps.ny.gov/W/PSCWeb.nsf/All/BFBBC5F20C80A1C685257</a> 687006F3A5C?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 Clean Energy Collective 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.

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#### 3. <u>Term</u>.

a.	<u>rerm</u> .
b.	Initial Receipt of Bill Credits.
<u>Acl</u>	nowledgments Regarding the Program.
a.	<u>Program Limitation and Requirements</u> . The Program imposes certain requirements and limits on participation in the Program (such limits, the " <i>Program Limitation</i> ") as further described in Appendix B and incorporated into this Agreement.
b.	Your Subscription is Contingent on Allocation of Bill Credits by Utility.
C.	Additional Requirements.
Cus	tomer's Subscription.
a.	Capacity Subscribed.
b.	<u>Determination of Solar Output.</u>

4.

5.

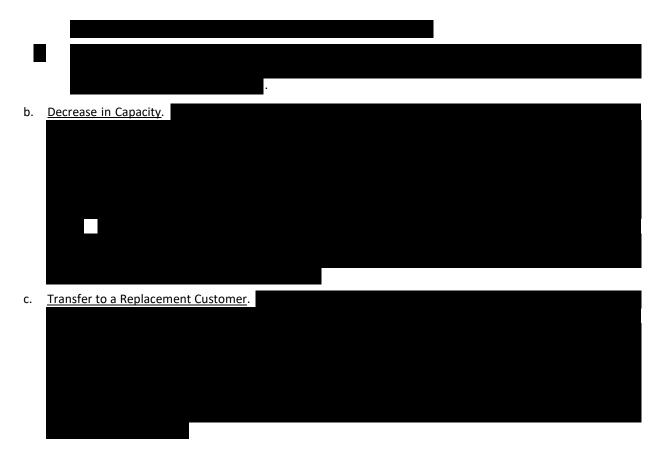
c.	
	_
d.	Payment to Utility.
e.	Title; Environmental Attributes and Tax Incentives Excluded.
f.	Taxes.
g.	
Pay	<u>ment</u>
a.	
u.	
b.	
٥.	

6.

c. Annual Verification Report.	
d. Annual Report.	
Customer Information.	
Changes in Location and Capacity.	
a. Change in Location.	
i. Advance Notice.	
ii. New Eligible Service Location within same Utility Service Territory and Load Zone.	
iii. New Eligible Location Within Different Load Zone.	
iii. Ivew Liigibie Location withiin Different Load Zone.	

7.

8.



#### 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 of Program by Utility.

  b. Termination Based on Lease.

  c. Termination Based on Our Default.
- d. <u>Termination Based on Death</u>. 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 for your material default 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.	

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.



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#### 11. Dispute Resolution.



#### 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: CEC Development, LLC

361 Centennial Parkway, 3<sup>rd</sup> Floor

Louisville, CO 80027 Attn: Manager

To You: As set forth in Appendix A.

#### 13. Additional Agreements.

a. <u>Confidentiality</u>. 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.



- f. <u>Survival</u>. In the event of expiration or early termination of this Agreement, the following sections shall survive: Sections 4, 10, 11, 12, and 13.
- g. <u>Entire Agreement</u>. 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. <u>Severability</u>. 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. <u>No Partnership</u>. 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.

k. Counterparts

# 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. 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.

# **CEC Development, LLC**

•	ean Energy Collective, LLC mager
	Ву:
	Tom Sweeney, President of Renewable Assets
	Date:
Custo	mer
Ву:	[ES]

# 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):	[CUSTOMER]
Email:	[CUSTOMER EMAIL]
Tel:	[CUSTOMER PHONE]
Name of Utility:	Orange & Rockland
Utility Service Location:	[CUSTOMER ADDRESS]
Customer's Utility Account Number:	[CUSTOMER UTILITY ACCT]
Customer's Capacity (kW):	PENDING UPDATE
Portion (% of Facility capacity):	PENDING UPDATE
Estimated Initial Annual Solar Output:	PENDING UPDATE
Facility Name:	PENDING UPDATE
Facility Company Name:	PENDING UPDATE
Facility Location:	PENDING UPDATE
Total Facility Nameplate Capacity (kW):	PENDING UPDATE
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

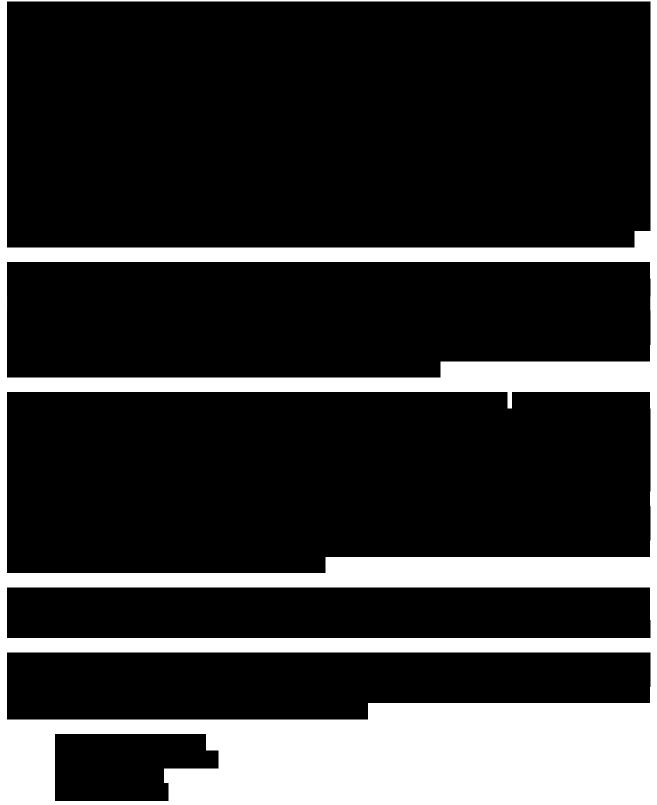
#### Appendix B

#### **Program Limitations and Requirements.**



b. <u>Program Requirements</u>. To participate in the Program, you must in additional 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



If the above noted Payment Dates fall on a weekend or holiday, you understand that the payments may be executed on

# Customer

By: [ES]

# 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. 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: CEC Development, LLC, c/o Clean Energy Collective 361 Centennial Parkway, 3<sup>rd</sup> Floor, Louisville, CO 80027 no later than midnight of the date that is three business days from the date you signed the Agreement. If you do not provide us a written cancellation notice within that three-day period, you will no longer have a right to cancel the Agreement and you will remain liable for performance of all your obligations under the Agreement.

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.

#### **Notice of Cancellation**

Date of Transaction: [TODAY'S DATE]

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. 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 (CEC Development, 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.

l,			hereby sign this No	otice of Cancellation or
	, [TODAYS YEAR],	and have caused it	to be delivered to CEC I	Development, LLC on o
before midnight of the date tl	hat is three business da	ays from the date I s	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.

Authorized Recipient of Data: CEC Development, LLC and its Affiliates

Physical Address: 3661 Centennial Parkway, Suite 300, Louisville, CO 80027

Phone 1-833-940-1893 Email: <u>customercare@easycleanenergy.com</u>

#### Data to be Released:

Utility, denoted above, will provide to CEC Development, LLC and/or its affiliates (CEC), via an (electronic) 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 CEC and subscriber in the Community Distributed Generation program, I further understand that the data furnished will only be used by CEC or its affiliates to adequately manage your Solar Subscription, perform CEC's obligations under any Customer Agreement and maintain compliance with the Program.

CEC 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.

# 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 CEC 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 CEC, Utility will have no control over and no responsibility for CEC's use of the data.

This consent shall terminate upon termination of the customer agreement between CEC 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 CEC agree that CEC 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**

[CUSTOMER UTILITY ACCT]		
Æ[ES]	[SIGNATURE DATE]	
Signature of Utility Customer of Record	Date Sianed	