



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, ADDING LINES AND
ADDITIONAL NAME AND ADDRESS BLOCKS AS NEEDED,
AND FILE IN PDF FORM IN MATTER 17-02273, IN THE MATTER OF
REGISTRATION FOR DER SUPPLIERS³**

1. Business Information

Business Name: Northern Power & Light, Incorporated

Address: 233 Boyden Road

City: Canton

State: New York Zip: 13617

Telephone: 413.218.7851

Fax: N/A

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: Northern Power & Light

Type of Provider: CDG Provider

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: N/A

Contact Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

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

Business Name: N/A

Contact Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

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 ownership interest of 10 percent. or any energy affiliates listed above?

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: N/A

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

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

List and described 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: N/A

2. Contact Information

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

Name and Title: Emmett Smith, Co-Founder

Address: 233 Boyden Road

City: Canton

State: New York Zip: 13617

Telephone: 413.218.7851

Fax: N/A

Email Address: emmett@npandl.com

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

Name and Title: Louise Gava, Co-Founder

Address: 233 Boyden Road

City: Canton

State: New York Zip: 13617

Telephone: 315.714.9695

Fax: N/A

Email Address: louise@npandl.com

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

Name and Title: Ethan Smith, Co-Founder

Address: 233 Boyden Road

City: Canton

State: New York Zip: 13617

Telephone: 917.628.0393

Fax: N/A

Email Address: ethan@npandl.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);
- 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;
- Copies of information and promotional materials used for mass marketing purposes for each product offering;
- A list of entities, including contracts and sub-contractors, that market on behalf of your company;
- [NYS DPS Office of Consumer Services Service Provider Form](#).

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: Emmett Smith

Title: President

Date: June 29, 2018

Company Name: Northern Power & Light, Incorporated d/b/a Northern Power & Light

FILING RECEIPT

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ENTITY NAME: NORTHERN POWER & LIGHT, INCORPORATED

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS)

COUNTY: STLA

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FILED:05/23/2018 DURATION:PERPETUAL CASH#:180523000818 FILM #:180523000767
DOS ID:5346953

FILER:

EXIST DATE

PHILLIPS LYTTLE LLP
OMNI PLAZA
30 SOUTH PEARL STREET
ALBANY, NY 12207

05/23/2018

ADDRESS FOR PROCESS:

THE CORPORATION
233 BOYDEN ROAD
CANTON, NY 13617

REGISTERED AGENT:

STOCK: 1000000 PV

.0010000



The corporation is required to file a Biennial Statement with the Department of State every two years pursuant to Business Corporation Law Section 408. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

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SERVICE COMPANY: UNITED CORPORATE SERVICES - 37

SERVICE CODE: 37 *

FEEs 160.00

FILING 125.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 25.00

PAYMENTS 160.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 160.00
OPAL 0.00
REFUND 0.00

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NORTH77653

DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on May 24, 2018.

A handwritten signature in dark ink, appearing to read "B. Fitzgerald", with a long horizontal flourish extending to the right.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME : NORTHERN POWER & LIGHT, INCORPORATED

DOCUMENT TYPE : ASSUMED NAME CERTIFICATE

FILER:

FILED: 06/28/2018

CASH#: 427269

FILM#: 20180628053

PHILLIPS LYTTLE LLPONE CANALSIDE
125 MAIN STREET

BUFFALO NY 14203 13057

PRINCIPAL LOCATION

233 BOYDEN ROAD

CANTON
NY 13617

COMMENT:

ASSUMED NAME

NORTHERN POWER & LIGHT

SERVICE COMPANY : UNITED CORPORATE SERVICES, INC.

CODE: 37

BOX : 44

FEES 135.00

FILING : 25.00

COUNTY : 25.00

COPIES : 10.00

MISC : .00

HANDLE : 75.00

PAYMENTS: 135.00

CASH :

CHECK : 135.00

C CARD :

REFUND :

NORTH81792

DO3HD108

DOS-281 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
June 29, 2018.



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

Brendan Fitzgerald
Executive Deputy Secretary of State

COMMUNITY DISTRIBUTED GENERATION

SUBSCRIBER AGREEMENT

1. OVERVIEW. The Effective Date of this Community Distributed Generation Subscriber Agreement (“Agreement”) is the date on which it has been signed by both CDG Host (_____) and its successors, assigns, designees, and agents) and you, the “Subscriber” (each a “Party” and collectively, the “Parties”). CDG Host shall own or operate a hydroelectric generation facility providing community distributed generation (the “CDG Facility”) and Subscriber shall subscribe to a percentage of the electricity generated by the CDG Facility on the terms and conditions described in this Agreement.
2. DISCLOSURES. Important information concerning the CDG Facility, the terms of this Agreement, the Subscriber’s estimated savings under this Agreement, and other related topics is contained in the CDG Disclosure Form attached hereto as Exhibit A.
3. TERM. The Term of this Agreement shall commence on the Effective Date and expire on fifth (5th) anniversary of the Effective Date (the “Term”) unless renewed in accordance with the terms of this Agreement. Unless Subscriber contacts the CDG Host at least thirty (30) days prior to the expiration of the Term, the Term shall be automatically renewed for an additional five (5) years. The Term may be renewed a maximum of five (5) times.
4. SUBSCRIBER ELIGIBILITY. Subscriber’s eligibility to enter this Agreement is expressly conditioned upon Subscriber meeting the following criteria and all other eligibility criteria outlined by applicable law (the “Subscriber Eligibility Criteria”): (i) Subscriber is an electric utility account holder (with the Subscriber being the named or one of the named account holders); (ii) Subscriber’s metered service address (the “Service Address”) is located within the same utility territory as the CDG Facility; (iii) Subscriber is not currently a net metered customer-generator, a remote net metered host or satellite account, and is not taking standby service under the applicable tariff; and (iv) Subscriber is not enrolled or will unenroll from budget/levelized billing.
5. PURCHASE OF ALLOCATION AND BILL CREDITS.
 - a. Percentage Allocation. In exchange for the Monthly Subscription Payment (defined below in Paragraph 5(c)), CDG Host agrees to sell to Subscriber, and Subscriber agrees to purchase from CDG Host, the Percentage Allocation for the entire Term in consideration for the Bill Credits. The Percentage Allocation is the percentage of the CDG Facility’s Excess Generation during a given calendar month (the “Bill Period”) that is allocated to Subscriber. Subscriber’s Percentage Allocation is specified in Exhibit A, but is subject to one or more subsequent adjustments by CDG Host according to the terms of Paragraph 5(e). The “CDG Facility’s Excess Generation” means the number of kWhs generated by the CDG Facility and supplied by the CDG Host to the electric utility that exceeds the CDG Facility’s on-site usage as measured at the CDG Host’s billing meter.
 - b. Bill Credits. The Percentage Allocation gives the Subscriber the right to receive Bill Credits. Bill Credits are monetary credits applied to Subscriber’s electric utility bill to offset the charges in that bill. Bill Credits are calculated by finding the product of (i) the number of kWhs of Excess Generation in the previous Bill Period, (ii) the Percentage Allocation, and (iii) the credit rate (“Credit Rate”) applicable to Subscriber under New York law. The application of Bill Credits shall occur no more than once per calendar month. If the amount of Bill Credits allocated to Subscriber in a Bill Period exceeds the amount that can be applied to Subscriber’s electric utility bill in that Bill Period, the excess Bill Credits shall be applied to Subscriber’s next electric utility bill.

c. Monthly Subscription Payment. In exchange for the Bill Credits, Subscriber shall pay to CDG Host the Monthly Subscription Payment for each Bill Period during the Term. The Monthly Subscription Payment is calculated by finding the product of (i) the Excess Generation of the CDG Facility in the previous Bill Period, (ii) the Percentage Allocation, (iii) the Credit Rate, and (iv) ninety percent (95%). Subscriber shall pay the Monthly Subscription Payment for each month that this Agreement is in effect, even if the Subscriber is not able to use all of the Bill Credits allocated to Subscriber prior to the termination of the Agreement.

d. Invoicing. Following the conclusion of the first Bill Period, CDG Host shall invoice Subscriber for the calculated Monthly Subscription Payment. Subscriber agrees to make its Monthly Subscription Payments prior to the invoice due date. Any amounts not paid within sixty (60) days of the invoice due date will accrue a late payment fee of 10% of the average of the previous two (2) months of CDG Host bills. After non-payment of more than sixty (60) days from the date of the invoice, the CDG Host reserves the right to terminate this Agreement. Interest on unpaid CDG Host bills beyond sixty (60) days will accrue at a rate of eight percent (8%) per annum (or the maximum rate permitted by applicable law) from the invoice due date until CDG Host receives payment.

e. CDG Host and Subscriber Adjustments. Subscriber consents to CDG Host, in its sole and absolute discretion, modifying Subscriber's Percentage Allocation, provided that CDG Host complies with all applicable laws and eligibility requirements. Subscriber also consents to CDG Host, in its sole and absolute discretion, allocating to Subscriber additional Bill Credits during any given Bill Period and charging Subscriber for those Bill Credits at the applicable Credit Rate, provided that CDG Host complies with all applicable laws and Subscriber eligibility requirements. In no event will the Subscriber be allocated an amount of Bill Credits which exceeds the total amount due annually on Subscriber's electric utility bill. In the event Subscriber's annual kWh usage changes, Subscriber may submit a written, e-mail, or phone request to modify Subscriber's Percentage Allocation. CDG Host may honor such request in its sole and absolute discretion.

f. No Guarantee. CDG Host does not guarantee, and Subscriber acknowledges that CDG Host does not guarantee, the amount of electrical energy the CDG Facility will generate, the monetary value of the Bill Credits, or that Subscriber will save on their electric utility bills.

g. Energy Attributes. Subscriber's purchase of the Percentage Allocation under this Agreement does not include the right to any Energy Attributes associated with the CDG Facility. "Energy Attributes" means any and all direct, indirect, or derivative benefits or incentives of owning and/or operating the CDG Facility including but not limited to ancillary services, environmental attributes, renewable energy credits, green tags, green tag reporting rights, carbon offset credits, rebates, tax attributes, tax credits, depreciation, depreciation bonuses, cost recovery deductions, federal, state or local incentives, or any other attributes, benefits, or incentives of owning the CDG Facility of any kind.

6. SUBSCRIBER AUTHORIZATION.

a. Subscriber authorizes or has previously authorized CDG Host to obtain Subscriber's historical kWh consumption data. Subscriber authorizes or has previously authorized CDG Provider to obtain Subscriber's credit report now and in the future, answer questions others may ask regarding Subscriber's credit and share Subscriber's credit information with CDG Provider's financing partners. Subscriber hereby certifies that all information Subscriber provided to CDG Host in connection with CDG Host obtaining Subscriber's historical kWh consumption data and credit history is true and Subscriber understands that this information shall be updated upon request if Subscriber's conditions change.

b. To ensure Subscriber receives the appropriate Bill Credits, Subscriber authorizes CDG Host to provide the electric utility with the following information: the Percentage Allocation, Subscriber's name, Subscriber's account number, Subscriber's mailing address, and the Service Address (collectively "Subscriber's Data"). "Service Address" means the Subscriber's metered service address.

7. TAXES.

a. Federal Tax Matters. Subscriber and CDG Host agree that (i) the sale of the Percentage Allocation shall be treated as a service contract pursuant to Internal Revenue Code Section 7701(e) and (ii) the transactions contemplated by the Parties' execution of this Agreement shall not grant Subscriber with any right, title, interest, benefit, burden, or option such that Internal Revenue Code Section 7701(e)(3) does not apply to Subscriber's relationship to the CDG Host and/or the CDG Facility.

b. State Tax Matters. Subscriber agrees that it shall be responsible for all sales, use, or other similar taxes imposed upon the purchase and sale of the Percentage Allocation by any governmental authority having jurisdiction over Subscriber, the CDG Facility, or the CDG Host if any, and where such taxes are attributable to the sale of the Percentage Allocation to the Subscriber.

8. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

a. Mutual. Each Party represents, warrants, and covenants to the other Party:

i. The Party, if an entity, is duly organized, validly existing, and in good standing in the jurisdiction of its organization and is duly qualified to do business in the State of New York;

ii. The Parties have full legal capacity to enter into and perform this Agreement;

iii. To the best of each Party's knowledge, there is no litigation, action, arbitration, proceeding, or investigation pending before any court or other governmental authority by, against, affecting, or involving its ability to carry out the transactions contemplated in this Agreement;

iv. The execution and delivery of this Agreement by the Parties and the performance by the Parties of their obligations hereunder do not and will not result in a breach of any of the terms, conditions, or provisions of, or constitute a default under any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement or understanding, or any license, permit, franchise or certificate, to which the Parties are a party or by which they are bound or to which their properties are subject;

v. This Agreement constitutes a legally valid and binding obligation enforceable against CDG Host and Subscriber in accordance with its terms; and

vi. Each Party is in good financial condition, there are no bankruptcy proceedings against it, no filings against it for involuntary bankruptcy, and it has no knowledge of any material legal and/or financial claims, issues, or proceedings against it that would have any adverse material effect on its financial condition.

b. CDG Host. CDG Host represents, warrants, and covenants to Subscriber:

i. CDG Host has, or in the ordinary course will obtain, all licenses, permits, approvals, and any other required documents to own or operate the CDG Facility;

ii. CDG Host will perform its obligations under this Agreement and applicable law in good faith and in accordance with industry standards; and

iii. CDG Host agrees to protect Subscriber's Data. Except as may be required by this Agreement, applicable law, court order, or with Subscriber's consent, CDG Host will not disclose Subscriber's Data,

energy usage data, or billing information, unless such disclosures are made to CDG Host's financiers, lawyers, accountants, and agents of CDG Host and only to the extent reasonably necessary.

c. Subscriber. Subscriber represents, warrants, and covenants to CDG Host:

- i. Subscriber is able to pay the Monthly Subscription Payment;
- ii. Subscriber acknowledges and agrees it will have no interest in or entitlement to any Energy Attribute;
- iii. Subscriber understands and agrees it is acquiring the Percentage Allocation and Bill Credits for its own electric utility account and it will not assign, convey, transfer, resell, or otherwise distribute the Percentage Allocation and Bill Credits to another person or entity.
- iv. Subscriber acknowledges and agrees that this Agreement and the Percentage Allocation will not be treated and are not intended to be treated as a security under Article 8 of the New York Uniform Commercial Code or the Securities Act of 1933;
- v. Subscriber acknowledges and agrees that CDG Host does not guarantee the CDG Facility's production, and Subscriber has no defenses, set-offs, basis for withholding payments, counterclaims, or failure of performance claims against CDG Host;
- vi. Subscriber acknowledges and agrees that has an ownership interest, a lease, or other valid real property interest in the Service Address;
- vii. Subscriber acknowledges and agrees Subscriber has been given the opportunity to ask questions and receive answers from CDG Host concerning the terms of this Agreement and any other information necessary for Subscriber to evaluate the merits and risks of entering into this Agreement, including the Percentage Allocation and/or Monthly Subscription Payment;
- viii. Subscriber acknowledges and agrees it is not relying on statements made by CDG Host or any statements made by CDG Hosts' employees or agents with respect to any tax or other financial implications that may arise as a result of entering into or the implementation of this Agreement. Subscriber acknowledges and agrees that nothing in this Agreement or any other information provided by or on behalf of CDG Host in connection with this Agreement constitutes legal, tax, or financial advice;
- ix. Subscriber acknowledges and agrees it will promptly notify CDG Host of any changes in Subscriber's Data; and

9. TERMINATION. This Agreement may be terminated by the Subscriber if the Subscriber provides the CDG Host with at least sixty (60) days' prior written notice. If the Subscriber does not provide CDG Host with at least sixty (60) days' notice, via mail, e-mail, or phone, the Subscriber shall pay a "Termination Fee" equal to the average of the Subscriber's previous two (2) months' Monthly Subscription Payments. Should Subscriber be found at any time to be in violation of the Subscriber Eligibility Criteria, this Agreement may be subject to immediate termination by CDG Host. Any intentional action by Subscriber leading to Subscriber's failure to continue to meet the Subscriber Eligibility Criteria will be treated as Subscriber's voluntary termination of the Agreement and will be subject to the Termination Fee if sixty (60) days' prior written notice is not provided. At the time of termination, Subscriber will also be required to pay the Host for any balance of credits allocated to the Subscriber account not yet paid for.

10. ASSIGNMENT; TRANSFER. Subscriber may not assign or transfer this Agreement without the prior consent of CDG Host. CDG Host may assign or transfer this Agreement without providing Subscriber with prior notice and without obtaining Subscriber's prior consent, to any affiliate, any financial institution, or any entity that

has agreed in writing to recognize Subscriber's rights under this Agreement. Upon any such assignment or transfer, CDG Host shall be released from all future obligations under this Agreement.

11. DEFAULT.

- a. Events of Default. The following shall constitute an "Event of Default":
 - i. A Party fails to make any payment due under this Agreement and such failure continues for a period of sixty (60) days;
 - ii. A Party breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of thirty (30) days after written notice thereof;
 - iii. A Party has provided false or misleading financial or other information to enter into this Agreement;
 - iv. Subscriber assigns, transfers, encumbers, or sells this Agreement or any part of its Percentage Allocation or Bill Credits; or
 - v. Subscriber makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.
- b. Remedies. Upon the occurrence of an Event of Default, CDG Host may take any rights and/or remedies available to it at law or in equity, including but not limited to terminating this Agreement. CDG Host agrees that it shall not request that the electric utility terminate or suspend electric service to the Service Address. All rights, powers, and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law. CDG Host may terminate this Agreement and replace the defaulting Subscriber, which will not waive payments or fees owed.

12. LIMITATION OF LIABILITY, INDEMNIFICATION & DISPUTE RESOLUTION.

- a. Force Majeure. Except as specifically provided in this Agreement, if by reason of Force Majeure (any event or circumstance beyond the reasonable control of CDG Host and not resulting from CDG Host's negligence), CDG Host is unable to carry out, either in whole or in part, any of its obligations described in this Agreement, CDG Host shall not be deemed to be in default during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, CDG Host gives Subscriber notice describing the particulars of the occurrence and the anticipated period of delay, and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations.
- b. Limitation of Liability. No Party shall be liable to the other Party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party hereby waives its rights to any such damages. To the maximum extent permitted by law, CDG Host's liability arising under or in connection with this Agreement may not exceed the sum paid by Subscriber in the previous calendar year (or current calendar year if the Agreement is in its first year).
- c. Indemnification. To the maximum extent permitted by law, Subscriber agrees to indemnify, protect, defend, and hold harmless CDG Host and its successors and assigns, and their employees, partners, members, officers, directors, contractors, and agents, from any and all damages, losses, claims, costs, expenses (including reasonable attorneys' fees) or any liability resulting from any action or suit by any

third party, of any kind, resulting from Subscriber's failure to comply with any of the terms or conditions of this Agreement.

d. No Warranty. Except as expressly provided in this Agreement, CDG Host makes no warranty or representation, either express or implied, regarding the CDG Facility or its obligations under this Agreement. CDG Host disclaims all warranties of merchantability or fitness for a particular use or purpose.

e. Waiver. Any delay or failure of a Party to enforce any of the provisions of this Agreement, or to require performance by the other Party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a Party's right to enforce that provision, or (ii) affect the validity of this Agreement.

f. Severability. If any portion of this Agreement is determined to be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant, or condition of this Agreement will be valid and enforceable to the fullest extent permitted by applicable law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Agreement.

g. Dispute Resolution. In the event of a dispute, disagreement, or claim between Subscriber and CDG Host arising out of or in connection with this Agreement, the Parties shall first use their best efforts to resolve the dispute, disagreement, or claim amicably and in good faith. A dispute, disagreement, or claim may be submitted by either Party at any time to the New York State Department of Public Service by visiting their website at www.dps.state.ny.us, by calling 1(800)342-3377, or by writing to the following address: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223.

h. Waiver of Jury Trial; No Class Action. Each of the Parties, by signing this Agreement, hereby waives the right to a jury trial. In addition, each Party agrees that it may only bring claims against the other Party in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

13. MISCELLANEOUS.

a. No Profit. This Agreement, and Subscriber's payments made hereunder, entitle Subscriber solely to the Bill Credits, which may only be used to offset Subscriber's electric utility invoices. While Subscriber's net electricity cost may be reduced as a result of entering into this Agreement, Subscriber will not otherwise be entitled to any profit (through any tax credits, rebates, earnings, capital appreciation or otherwise) related to the CDG Facility.

b. Cooperation. Subscriber shall cooperate with CDG Host and the electric utility as reasonably necessary to ensure this Agreement complies with applicable laws and policies.

c. Entire Agreement. This Agreement and its Exhibits contain the entire agreement between Parties with respect to the subject matter hereof, and supersede all other understandings or agreements between the Parties relating to the subject matter hereof.

d. No Joint Venture or Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create a joint venture or partnership between the Parties. This Agreement is intended solely for the benefit of the Parties hereto.

e. Binding Effect. This Agreement is binding upon the Parties and their successors and permitted assigns

- f. Survival. The provisions of Section 11 of this Agreement shall survive the expiration or earlier termination of this Agreement.
- g. Governing Law. This Agreement is made in the state of New York and will be governed by New York law, without regard to principles of conflicts of law, together with any applicable federal law. The Parties agree that any dispute, disagreement, or claim that cannot be resolved pursuant to Section 12(g) shall be resolved by a court of competent jurisdiction in the County in which the CDG Facility is located and Subscriber agrees to submit to the personal jurisdiction of the New York state courts located in such County for the purposes of litigating all such disputes, disagreements, and claims.
- h. Counterparts. This Agreement may be executed and delivered in identical counterparts by exchange of electronic copies showing the signatures of the Parties, which shall constitute originally signed copies of the same Agreement requiring no further execution. Each counterpart, when assembled, will be a complete original and fully effective instrument. Any acceptance of this Agreement by affirmation through a DocuSign Electronic Signature, or similar system, shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.
- i. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- j. Cancellation Rights. Subscriber has the right to cancel this Agreement without charge within three (3) business days of the Effective Date by submitting to CDG Host the Notice of Cancellation Forms attached as Exhibits B-1 and B-2.
- k. Complaints and Inquiries. Subscriber may contact CDG Host with any complaints or inquiries at the following toll-free or local number: (518) 293-4075. CDG Host will acknowledge any such communication within two (2) days and provide a complete response within fourteen (14) days.
- l. HEFPA. Consumer protections are available to you under the Home Energy Fair Practices Act (“HEFPA”). These protections include: (i) the right to designate a third party to receive notifications relating to termination, (ii) regulations on late payment charges, and (iii) regulations on the information that must be included in bills. Subscriber may contact CDG Host with any questions about HEFPA protections at the following toll-free or local number: (518) 293-4075.
- m. Change in Law. In the event of any change in law which prevents CDG Host from selling the Percentage Allocation to Subscriber or which has a material adverse effect on the revenue generated by such sale, CDG Host shall have the option of terminating this Agreement upon thirty (30) days written notice to Subscriber. However, prior to such termination, CDG Host will make good-faith efforts to identify any potential means, including but not limited to amendments to this Agreement, by which CDG Host could continue to provide the services described in this Agreement, or similar services, to Subscriber.

By signing this Agreement, Subscriber acknowledges that Subscriber has read and understands this Agreement and its Exhibits in their entirety, and that Subscriber has received a copy of this Agreement and its Exhibits.

AGREED AND ACCEPTED:

SUBSCRIBER

Subscriber Signature	
Subscriber Name	
Subscriber Contact Information	
Date	

CDG HOST

CDG Host Signature	
CDG Host Name	
CDG Host Contact Information	
Date	

EXHIBIT A

COMMUNITY DG POWER PURCHASE AGREEMENT (PPA) DISCLOSURE FORM

Northern Power & Light, Incorporated 233 Boyden Rd Canton, NY 13617, (518) 293-4075
support@npandl.com

Community Distributed Generation Disclosure Form	
Customer Information Distribution Utility	John Smith, 123 Main St Anytown, NY 12345 Utility: National Grid
Overview	This document describes your Community hydroelectric subscription . 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	<p>The price for each kWh provided through your subscription shall be 95% of the value of the equivalent Bill Credits placed on your utility bill. The value of the credits provided shall always be at a 5% discount from the payment required. Bill Credits shall always be posted to the Subscriber's utility account before payment is requested. The schedule for payment shall be monthly.</p> <p>Late payment fee: any amounts not paid within sixty (60) days of the invoice due date will accrue a late payment fee of 10% of the average of the previous two (2) months of Provider's bills.</p>
Project Location and Customer Allocation	<p>By signing this Agreement Subscriber will be subscribed to an allocation of the output from Azure Mountain Power (AMP), a 700kW hydroelectric generating facility in the Town of Waverly, New York. The size of the allocation will be calculated to offset 80% of the Subscriber's total annual Utility bill cost. The Subscriber's previous year's utility bills will be used to predict the Subscriber's annual usage.</p> <p>AMP is currently generating electricity and will begin CDG operation once fully subscribed, expected in October 2018. Subscriber will be notified 15 days prior to the commencement of CDG operation and the start of crediting.</p>
Length of Agreement and Renewal	The term of the Agreement shall be for five (5) years. Unless Subscriber contacts the Provider within 30 days of the anniversary date, the Agreement will be automatically extended for an additional 5 years.
Early Termination	Subscriber may terminate this agreement at any time with 60 days notice without consequence. If the agreement is terminated with less than 60 days notice, Provider will assess a termination fee equal to the average cost of the previous two bills assessed to Subscriber. At the time of Termination, Subscriber will also be required to pay for any bill credits already allocated to the Subscriber account not yet paid for.

Estimated Benefits	Subscriber will receive an estimated annual allocation from the generator which will be provided as monetary bill credits based on the Value Stack and is calculated to offset 80% of Subscriber's total annual utility bill in an average production year. Subscriber will save 5% on each Bill Credit provided.
Guarantees	<p>This contract does not guarantee savings.</p> <p>This contract does not guarantee a minimum level of system performance or production of energy.</p>
Data Sharing and Privacy Policy	<p>The Provider will request the Subscriber's energy usage and billing history from the utility, which will be used to calculate the Subscriber's allocation and assure accurate crediting.</p> <p>Provider's data privacy policies can be found at npandl.com.</p>
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 at (518) 293-4075 or support@npandl.com .
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 .
Other Important Terms: Environmental Disclosure	Subscriber may not make any claims to the consumption of renewable energy for marketing or any other purpose based on this Agreement, unless the Subscriber receives Renewable Energy Certificates from the Provider in addition to Bill Credits.
Preparer Name and Contact Information	Northern Power & Light Representative, (518) 293-4075, support@npandl.com

Signature of Authorized Company Official or Representative:

Date:

Signature of Customer:

Date:

EXHIBIT B-1

(CDG Host Copy)

NOTICE OF CANCELLATION

Notice of Cancellation

Date of Transaction: [DATE SUBSCRIBER SIGNED AGREEMENT]

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any payments made by you under the Subscriber Agreement executed by you will be returned within TEN DAYS following receipt by the CDG Provider of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a written notice to CDG Host NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Subscriber Agreement.

I, _____, HEREBY CANCEL THIS TRANSACTION on _____[Date].

Customer's Signature:

EXHIBIT B-2

(Subscriber Copy)

NOTICE OF CANCELLATION

Notice of Cancellation

Date of Transaction: [DATE SUBSCRIBER SIGNED AGREEMENT]

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any payments made by you under the Subscriber Agreement executed by you will be returned within TEN DAYS following receipt by the CDG Host of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a written notice to CDG Host NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Subscriber Agreement.

I, _____, HEREBY CANCEL THIS TRANSACTION on _____[Date].

Customer's Signature:

NORTHERN POWER & LIGHT

Jon Snow
1234 Main St Northern NY

Contracted Facility:
Azure Mountain Power,
St. Regis Falls, New York

Your Account Summary

Name:	Jon Snow
Address:	1234 Main St Northern NY
Billing Period:	4/1/2018 - 4/30/2018
Amount Due	\$95.00

Monthly Savings

Utility Credit Amount	100.00
Northern Power & Light Bill Amount	95.00
Savings This Period	5.00

Statement

Customer Account Number	173838
Statement Date	05/01/2018

Invoice #	173838-2593
Due Date	05/30/2018
Total Amount Due	\$95.00

Support	(518) 293-4075
Email	support@npandl.com
Web	www.npandl.com

Important Information

It is important that we receive timely payment to compensate independent generators who rely solely on income from the customers they contract with through Northern Power & Light. Northern Power & Light reserves the right to discontinue contracts with customers who are more than 60 days past due.



Direct Deposit
Set up automatic ACH payment from our website at www.npandl.com



Mail
Include this stub with check made payable to:
Northern Power & Light
233 Boyden Road
Canton, NY 13617



Credit Card
Pay by Credit Card either over the phone or online at www.npandl.com



Phone
Make a one-time payment by phone by calling (518) 293-4075

Invoice #	173838-2593
Due Date	05/30/2018
Total Amount Due	\$95.00

NORTHERN POWER & LIGHT

ACCOUNT NUMBER 173838
INVOICE NUMBER 173838-2593
ISSUE DATE 05/01/2018

[GRAPH-IMAGE]

Azure Mountain Power Production for Jon Snow

Daily Average Production for Your Account: 0 Day

Average Daily Charges: 0.00

Billing Period: 04/01/2015 to 04/30/2015

<i>Item</i>	<i>% Allocation</i>	<i>Production</i>		<i>Credit Rate</i>	<i>Bill Rate</i>	<i>Sub Total</i>
Community Energy						
Electricity Charges	.5%	1,000 kWh		\$0.10	\$0.095	\$95.00

Total Due \$95.00

YOUR TOTAL BILL

TOTAL DUE \$95.00

Northern Power & Light - DER Provider Registration Package

***Sample Marketing Materials ***

Extracted copy from print / web material:

Northern Power & Light - Run-of-River Community Hydro in the Adirondacks

Where does your power come from? Most people don't know the answer to this question, and we're working to change that. We are second (going on third!) generation small hydro in the Adirondacks, and we're partnering with other independent renewable energy producers in the North Country to connect directly to you, the electricity users in our community. We believe this farm-to-table approach to energy benefits the local economy, the land we inhabit, and fosters a better relationship with the resources powering our lives.

What does Northern Power & Light do? We connect existing renewable generators directly to customers using New York's Community Renewables Program (also called CDG, Community Distributed Generation). Currently, local energy users pay a lot more for electric supply than local hydro owners are paid. By using the subscription-based CDG model, you can divert nearly all of your electricity expenditure directly to local renewable power producers, bringing the economic value of local resources back into the local economy where they belong. This supports sustainable renewable power sources, which not only benefits the global climate but the local ecology as well.

Who is Northern Power & Light? A love for old machinery, a connection to the land, and the belief that renewable energy is a valuable resource led our family to develop small hydro dams in the 1980s and 90s, on the St Regis and Boquet Rivers. Ever since the early days, we have wanted to market our power locally, the way the first "Power & Light" utilities did at the turn of the last century. We believe that our neighbors have been wanting to connect with us too. That is why we created Northern Power & Light. We envision a market in which independently owned renewable energy generators innovate and thrive, and where customers, empowered by a direct relationship to their energy, choose their own sustainable energy future.

How does it work? Once you choose Northern Power & Light, we will review your electricity usage to see how much power you need. Next, we allocate a share of one of our partner generators to you and inform the Utility of your share. Each month, your Utility measures the total output of the generator, calculates the value of your share, and places it on your monthly bill as a credit. Afterwards, you will receive a bill from Northern Power & Light for the same number of kWh you received.

What does it cost? Each kWh you purchase from us will be at a 5% discount compared to the rate on your utility bill. The price of energy and the value of the CDG credits rise and fall together with the market, a level of fluctuation which you are already used to. The total amount you save will depend on fluctuations in your usage and in the output of the generator to which you are subscribed. If we get your allocation sized correctly, on an annual basis you will save about 5% on your total energy cost.

Subscription Terms

Accessible - No upfront costs or signup fees, and no credit check.

You will not be charged until after you have received the first allocation of credits on your Utility bill. We will always bill you for credits after you receive them.

Flexible - Cancel anytime with 60 days notice.

You may cancel your subscription at any time. We ask that you give us 60 days notice, to give us time to find a new customer to take the energy previously allocated to you.

Dollar for Dollar - We will never charge you more than the value of credits you receive. The cost of electricity is determined by complex market and regulatory factors, causing small changes in price which you already see reflected on your bill. The value of the credits you receive from us rises and falls along with the charges on your bill keeping your total energy cost the same as usual.

Billing - Billing for Community Renewables projects is a two-step process.

First, you receive your regular bill from the Utility. This bill looks as it always has, only it will reflect a credit for the energy our facility has generated on your behalf. The credit will typically cover most, if not all, of the total bill.

Second, we bill you directly for this same amount, preferably with an automated ACH payment.

Our Pledge - Like all things energy-related and state-regulated, New York's Community Distributed Generation program is not as simple as we would like. But we're inspired by this first step towards the localization of energy and pledge transparency and sincerity. Take this opportunity to ask us a question or check the FAQ page of our site. (518) 293 4075, support@npandl.com

Frequently Asked Questions

What is Community Renewables/Community Distributed Generation (CDG)?

CDG is a program created by New York State government that allows a group of people to support one, larger, renewable energy project. Each month you receive credits on your Utility bill representing your share of the project's generation. You pay us for those credits and we pay the generator.

Will I still be a customer of (local distribution Utility)?

Yes, you will continue to receive the same reliable electrical service from your Utility. They will continue to bill you and will still be your primary contact for anything involving your electrical service, including reporting power outages.

Are you an Energy Services Company (ESCO) like Ambit, Veridian, Constellation, etc?

No, ESCOs purchase energy from generators and resell it to Utility customers. Northern Power & Light directly connects you with a local generator and you own a portion of the generator's output.

Yeah, OK, but aren't you just another middleman?

Sort of, but our roots are in small-scale Adirondack hydro development and ownership. Northern Power & Light was created in response to the unique requirements and costs of serving many small customers. We provide a platform which allows generators to connect to users easily, sharing the costs of customer management and keeping costs low for everyone.

Is this similar to community solar?

Yes, solar companies offering community solar also utilize the Community Distributed Generation program. The difference, we connect you with your local energy resource, often that's hydro!

Why should I support hydro instead of solar?

We support solar too! If we are going to reduce the environmental impact of our energy usage, we need to develop new renewable generation as well. At Northern Power & Light, we believe that maintaining the resources we already have is often the most sustainable practice. The North Country is blessed with a heavily timbered landscape with ample precipitation and elevation, and that means hydro generation.

What happens if I move?

If you move but remain within the same Utility service territory and NYISO Load Zone (we'll help you figure that out!) you have the option to keep your service. If not, you may transfer it to a friend or cancel it.

What does it cost?

Connecting with local renewables through Northern Power & Light costs 5% less than the cost of electricity supplied and delivered by your utility. The price of energy and the value of the CDG credits rise and fall together with the market, a level of fluctuation which you are already used to. You will save 5% on every kWh provided by NP&L.

Two bills? Really?

We know, it's a bit inconvenient and we hope to offer a single bill in the future. We encourage you to set-up monthly autopayments to make things a bit easier. On the bright side, you can see the value of your power allocation and you know exactly where your money is going.

What if I already have solar on my roof?

Unfortunately, if you already have solar panels installed you cannot participate in a community renewables project, but thanks for your contribution to clean energy!

What if I already receive my electric supply from a third-party supplier (ESCO)?

As long as your ESCO charges appear on your regular utility bill, you can still participate in community renewables. If you receive a second bill from your ESCO, we will only be able to offset the charges which appear on your Utility bill. We know it's confusing, feel free to contact us and we'll help you figure it out. support@npandl.com

I am a small business. Can I use "renewable" or "powered by hydro" in my marketing?

We support truthful green marketing! In order for you to make such green marketing claims, we will need to provide you with "Renewable Energy Certificates" (RECs) in addition to electricity. If you would like to market your product or service in this way let us know and we'll be glad to help you meet your needs.

Can anyone participate?

Most residential customers and small businesses can participate. If you are a larger energy user, please be in touch and we will be glad to review your bills and discuss possibilities.

How do I sign up?

All you need to sign up is your electricity bill. This allows us to review your usage history and correctly size your allocation. Once you sign the Customer Agreement, we can connect you!

How do I cancel my service?

You may cancel your subscription at any time. We do ask that you give us 60 days notice, to give us time to find a new customer to take the energy previously allocated to you.



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: 1/1/2008

Company Name: NYP&L, a d/b/a Northern Power & Light

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

President
Mailing Address: Emmett Smith
233 Boyden Road
Canton, NY 13617

Email Address: emmett@npandl.com Fax Number: N/A
Phone Number: 413.218.7851

Vice President / Director of Customer Service Ethan Smith

Mailing Address: 233 Boyden Road
Canton, NY 13617

Email Address: ethan@npandl.com Fax Number: N/A
Phone Number: 917.628.0393

Primary Regulatory Complaint Manager Louise Gava

Mailing Address: 233 Boyden Road
Canton, NY 13617

Email Address: louise@npandl.com Fax Number: N/A
Phone Number: 315.714.9695

Secondary Regulatory Complaint Manager Emmett Smith

Mailing Address: 233 Boyden Road
Canton, NY 13617

Email Address: emmett@npandl.com Fax Number: N/A
Phone Number: 413.218.7851

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: support@npandl.com

Fax: N/A

Effective December 28, 2007