



# Solstice Power Technologies

## RFP Kirkland and Clinton

### Community Solar Campaign Partnership

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Solstice was founded in 2014 with the goal of making affordable solar energy accessible for every American. Leveraging a combination of digital marketing, community-based partnership programs, and strong software capabilities, we have built a successful track record of customer outreach, enrollment, and management for community solar farms across the state of New York. Along with work on state-level policy initiatives and the development of a more accurate qualifying metric for community solar gardens (called the [EnergyScore](#)), we have gained an intimate understanding of policy and regulatory issues in New York, community solar project development and financing, and the industry landscape.

Since our first pilot in early 2015, we have worked on over 47 projects. We have generated over 26,000 qualified leads, totaling over 182 MW of demand, developed channel partnerships with community-based organizations essential to conducting credible outreach, and developed the software to handle all customer management and billing needs. Solstice currently manages and bills over 6,200 customers on community solar projects in New York.

Over the past few years, we have placed a greater emphasis on municipal Solarize campaigns. Following a successful campaign in Gallatin, we honed our process for towns like Ancram, where we enrolled 85 meters for 550 kW. These experiences prepared us to partner with larger bodies, including the counties of Ulster and Chenango, to run integrated and inclusive campaigns that brought hundreds of households on board. We are confident that our experience running Solarize campaigns at the town level make us an ideal candidate to run Clinton's Community Solar Campaign.

Finally, two of our key Solstice team members involved in this campaign hold a special connection to Clinton. Sarah Gyurina, the Partnerships Associate and key contact, and Scott Becker, Director of Marketing, are both alumni of Hamilton College ('22 and '17). The opportunity to give back to this community is top-of-mind, and we would be delighted to bring the benefits of community solar to the Village of Clinton and to help the municipality and its residents save with clean, simple renewable energy.

Our mission is rooted in helping all Americans and we believe Solstice is uniquely positioned to successfully execute all requirements and aspirations that Kirkland and Clinton have for this RFP.

## Qualifications

Solstice’s support for this campaign is broken out into three specific stakeholders and the corresponding Solstice support staff:

Ulster County Stakeholder Group	Solstice Team	Primary Duty
Kirkland/Clinton Campaign Partnership Points of Contact	Partnership Team Marketing Department	Partnership Team - develops partnerships and coordinates campaigns. Will also support the application process for NYSERDA’s Clean Energy Community grant program.  Marketing - develops campaign strategies and creates design and messaging for all materials
Interested Parties (households/residents of Kirkland/Clinton)	Enrollment Team	Specialized team dedicated to helping households and individuals learn and understand community solar, and facilitate the enrollment process.
Enrolled Customers	Customer Success Team	Specialized team dedicated to supporting our customers with any questions or concerns after enrollment, including but not limited to expectations, billing, utility troubleshooting, etc.

**Solstice Team** - If we are selected to partner with the Town we will assign ample staff to assure the Campaign runs smoothly. Outlined below are the prominent Solstice team members that will be working on the Campaign and a brief description of their roles.

- Sarah Gyurina - Partnership Development Associate - Primary Point of Contact
- John Kelly- Director of Sales - Partnerships team support
- Jason Clancy- Director of Revenue Operations - Curates reports and analytics that track campaign success and other key metrics
- Ben Moss - Enrollment Coordinator - Provides interested Ulster residents education and enrollment support via phone consultations and online channels
- Scott Becker - Director of Marketing - Oversees all marketing operations and implementation of strategy
- Mary Jackson - Senior Content Marketing Coordinator - Supports omni-channel marketing strategy (online and offline) including development of flyers, website development and collateral requests.
- Sean Doucette - Growth Marketing Coordinator - Supports online marketing strategy, paid social campaigns, and analytics/reporting
- Shauna Bannan & Arabella Tully- Customer Success Associates - Provides customer support for all inquiries following enrollment

### **Implementation**

As a specialized partnership-focused community solar acquisition and management company, Solstice can offer a full suite of resources and support for any size partner and campaign. Our support starts with our partner and its stakeholders and extends to every customer who is interested in learning more about the opportunity. Our support does not end when a campaign ends either, as we are responsible for the billing and management of every customer that signs up. We have specialized representatives on staff to meet the needs of every participant and stakeholder. These staff members and their core responsibilities in regards to this campaign are listed below.

From the onset, the Town would work in collaboration with Sarah Gyurina, Partnership Associate for Upstate New York, and with our marketing team, to devise a tailored marketing and outreach strategy to fit the specific needs and aspirations of the town. We have a standard “playbook” of messaging and materials for municipal campaigns that will allow us to customize content without the burden of starting from scratch. This will serve as our jumping off point and

we will tailor the messaging, design and touchpoints based on the collaborative planning discussions we have with the town.

We will work in collaboration with the town throughout the Campaign, meeting at different frequencies depending on the town and village's needs. Solstice will meet with all relevant stakeholders from the town on a weekly basis leading up to the launch of the Campaign to share relevant updates and solicit feedback. Additionally, Solstice and the Town can use these meetings to complete mandatory tasks to help ensure the town receives NYSERDA Clean Energy Community points associated with running a Solarize Campaign. Once the Campaign is live, the meetings will shift to a biweekly basis or as needed. Meeting frequency can be amended to fit the needs of the Campaign.

To contextualize the success and progress of the Campaign, Solstice and the Town will develop goals at the beginning of the Campaign including, but not limited to, the number of overall customers enrolled, the number of LMI customers enrolled, money raised through Solstice's partner donation program, residents educated throughout the Campaign, etc. Once these goals are set, Solstice will provide reports on a continuous basis (decided upon together) that will clearly show the progress to goals. Solstice has the ability to share information including, but not limited to the number of enrolled subscribers, date of enrollment, number of interested individuals (contact information entered into Solstice's database), number of educated individuals (people Solstice was able to make contact with), reasons for declining the program, the number of LMI households enrolled, etc.

The Town and the Partnerships associate will identify community organizations or entities that could serve as strong partners to reach out to their base within this campaign. Examples may include Hamilton College, the Clinton Chamber of Commerce, the Clinton Farmer's Market, the Kirkland Art Center, and the CSC Task Force.

## **2. Financial Statement**

As a private company we do not publicly share our financial statements; however, we are well-funded, having raised over \$10M to date and have continued access to funds from various investor groups that invest in climate and sustainability. We are a subscriber organization so although we do not own any community solar assets, we have been partnered with some of the

largest wind and solar developers in the country for several years, and are continually expanding our customer base of solar developers to ensure a steady stream of community solar supply available to the residents of Kirkland and Clinton.

Solstice is committed to inclusive and transparent internal practices and upholding the highest standards with respect to compliance and oversight. We have implemented several compliance programs beyond what's called for in individual program requirements, such as OWASP compliance for our software platform. We also do annual reviews of our critical policies, such as our WISP (Written Information Security Policy). Our teams monitor community solar specific regulations via participation in working groups, trade associations (i.e., Coalition for Community Solar Access), and community coalitions, particularly as these regulations relate to consumer protection and marketing practices. We pass on relevant policy to our leadership team (CEO Steph Speirs and COO Sandhya Murali) and our Operations Manager, Debi Rednik, for review and to determine the action required.

# SOLARIZE KIRKLAND AND CLINTON

## Request for Proposal (RFP)

Proposals Due *[Proposal Due Date]*

### Community Solar Provider for Clean Energy Communities Community Campaign

#### General Background

The *Town of Kirkland and Village of Clinton* are looking to sign on with a Community Solar Provider in the *National Grid* territory to provide community solar to village residents, businesses, and municipal operations. The *Town of Kirkland* is encouraging community participation of Community Solar through NYSERDA's Clean Energy Communities Community Campaign High Impact Action under the campaign name *Solarize Kirkland and Clinton*.

#### Eligibility Criteria:

To be eligible to submit a proposal, Provider's must:

- Provide a consistent and credible offer and service as agreed to with *Solarize Kirkland to Kirkland and Clinton* area residents, businesses, and/or farms who are rate payers.
- Agree to, if selected, provide monthly reporting to *Solarize Kirkland* including customer names, date of contact, date contract signed, initial date of service provided, and relative notes.

#### Proposal Requirements:

Proposal requirements include (1) cover letter on company letterhead, (2) Qualifications and financial statement (can be typed into this document, resumes can be attached), (3) Detail Information (can be typed into this document), and (4) standard contract.

1. Cover Letter: Include Solar Provider Cover Letter signed by authorized company representative on company letterhead. (Attached)
2. Qualifications and Financial Statement
  - a. Provider Team Qualifications: Describe the project team, including, but not limited to, partners assisting in project financing, customer management and billing, and marketing and outreach. Highlight relevant experience, skills, and capabilities necessary to implement this campaign.
  - b. Summarize past experience with group purchasing programs, as well as any other solarize or community campaigns for which you are applying.

- c. Financial Strength and Credit Relationships: Describe the state of the financial health of the company and how it will manage the financial requirements of the community solar project for the *Solarize Kirkland* campaign.

3. Detail Information

Firm Name: Solstice Power Technologies, Inc.

Firm Address: 186 Alewife Brook Pkwy #1048, Cambridge, MA 02138

Total existing *National Grid* Capacity (in nameplate watts) 7 MW

Unused *National Grid* Capacity Available for *Solarize Kirkland* 1 MW

Future Additional *National Grid* Capacity: 20MW

Planned Time of Additional *National Grid* Capacity Availability: Acquisition starts Q1 2023

Guaranteed Savings for *Solarize Kirkland* Customers over current utility bill:

- 10% discount on community solar credits, which cover 95% of electricity supply+demand

Describe How Savings Will Be Calculated.

- Each customer's solar farm allocation percent is determined by their historic trailing twelve month kWh usage. Every customer is initially allocated at 95% of their historic twelve month kWh usage and described as a percentage of the solar farm's total projected twelve month kWh output. The credits from this allocation are then applied at a 10% discount from National Grid rates.

FICO score requirements for subscribers:

- No credit requirement for residential subscribers

Date when customers will be offered one bill *National Grid*:

- 0.5 MW available under one of our current projects is UCB; The other 0.5 MW is not yet UCB but eligible in the future. All future capacity will be UCB.

Will offers extend to (Y/N):

- i. Commercial Customers: Yes
- ii. Industrial Customers: Yes (40% "anchor" / large subscribers)
- iii. Municipal Customers: Yes (60% small subscriber)
- iv. Agricultural Customers: Yes

Additional Customer Incentives (e.g. LED lighting, vehicle charging):

- \$100 Visa Sent to every customer who signs up

Amount of assistance to *Solarize Kirkland* for marketing and outreach:

### **Marketing Strategy**

A collaborative approach to campaign development is a priority for Solstice and we welcome ongoing feedback and collaboration throughout the process including establishing a process for ongoing meetings. We propose a weekly meeting during the Pre Launch to agree upon goals, messaging/branding, proposed marketing tactics and the marketing mix that will be used to execute the Campaign online and offline (digital flyers, print flyers, landing page, social media support, advertising, etc).

The Solstice marketing team will develop a marketing communications strategy to effectively communicate program benefits to Clinton residents and use omni-channel activations (online and offline) to successfully connect with community members across multiple channels. Some omni-channel solutions that have been successful for Solstice are:

**Offline Marketing** - Traditional advertising (i.e yard signs, marketing flyers, direct mail)

**Digital Marketing** - Digital advertising including paid social media, landing page campaign development, and email marketing

**Events** - Online webinars, lunch and learns, and digital events

The most successful campaigns used multiple touch points to familiarize the general public with the program and educate them on the benefits of community solar and its benefits. Outlined below is the proposed communication strategy broken up into phases (Awareness, Consideration/Conversion, and Retention).

#### **I) Awareness Phase:**

**Campaign Announcement to the General Public** - Successful campaigns generally start with an announcement through as many mediums as possible, both digital and print, to get people initially aware of the opportunity. We will generate all the required materials and then rely on our partners to post to the relevant channels. Facebook, Instagram,

local press, our partners' website, and local Chamber of Commerces are the traditional mediums through which we announce the launch of the Campaign to the general public. Announcements will direct people to a landing page which will serve as an educational tool and can include brief video explainers. The landing page serves as a connection point between the general public and Solstice. We are able to use UTM codes within the landing page to track leads that come in from the Campaign and provide timely follow up for Clinton residents.

## **II) Consideration/Conversion Phase:**

**Email Marketing & Direct Mail** - An integral part of Solstice's success with Solarize campaigns is email based marketing. Solstice will draft sample emails to listservs that are deemed appropriate by both Clinton and Solstice and will send using email marketing software that allows us to study open rates, response rates, and other important data to assess the effectiveness of our messaging. Emails will generally include a digital flyer or video and funnel people towards online informational events and our landing page. We use email marketing immediately following the launch to quickly disseminate information to the community at large. In the case that the Town does not want to share their listserv, Solstice will provide all the messaging and design materials the county will need to send the emails themselves.

**Direct Mail** - We also Direct Mail touchpoints to inform folks who may have missed or don't have access to our announcements and digital advertisements. To best capitalize on this tactic, multiple pieces of direct mail will be sent to households. Solstice has found that two pieces of direct mail per household is an effective amount of mail that will grant ample opportunity for residents to learn about and join the Campaign without being perceived as overbearing.

Direct mail typically takes 4-6 weeks to land in mailboxes. The initial planning and design work will be done by Solstice with input and ultimate approval from Clinton throughout Phase 1 so that the direct mail lands after digital advertising and campaign announcements have begun.

We have found that direct mail sent by local governments generally earns a higher response rate and overall return on investment. People are more likely to trust a message sent from their town or county than a for-profit business. With this in mind, we

propose that the county contribute by executing the delivery of mail to residents, to be reimbursed for any costs or paid in advance by Solstice. If this is not feasible, Solstice will execute the direct mail campaign from print to delivery. To do so, we will request residential address data from the county so that we can ensure high delivery rates.

**Campaign Analytics** - Solstice will track the success rates of the above proposed tactics, condense the findings into a summary report and review with the Town in ongoing meetings. A Campaign summary report allows for Solstice to make amendments to messaging and or tactics to best serve the community and achieve Campaign goals. Solstice will track: lead generation via each tactic, lead conversion rates via each tactic, decline reasons, LMI customers served, and progress towards goal.

### **III) Retention Phase:**

**Appreciation/Post Conversion Messaging** - Once a person signs up for community solar, it's a priority for Solstice to stay connected and ensure they have an excellent customer experience.

Post enrollment emails will keep customers informed on solar farm timelines - letting customers know when the solar farm will go live and when they can expect to start seeing their savings. Additionally, post conversion emails will encourage customers to refer their neighbors, friends, and family in the region to participate with the campaign. Our customer data shows that many people make their final decision on community solar after their neighbors or friends recommend the program.

4. Electrical Customer Contract: Provide a standard customer contract (or contracts if different contracts will be offered for commercial, industrial, municipal, and agricultural) specifying all terms and conditions for a customer under the *Solarize Kirkland* campaign, including standard customer savings.

- See Appendix A for West Valley (UCB) contract (NextEra)
- See Appendix B for Rome Taberg (Dual Bill) contract (Norstar)

### **Proposal Questions:**

What are the benefits for the residents? Are there any sign-up incentive for users? For the municipality?

- Up to 95% of a resident's electricity will be offset by solar energy generated from the community solar farm. Users will see savings of up to 10% on their National Grid electric bill annually. The program is free to join, requires no installation on one's home or property, and can be canceled at any time. For each customer that signs up as a result of the Solarize campaign, we send a \$100 visa gift card to the resident and \$100 to the municipality's fund of choice.

What is the length of the subscription term?

- Small subscriber: 1-year contract with automatic renewal, free cancellation with 90-days notice
- Large subscriber: 10-year contract, free cancellation with 90-days notice

Upfront fee to sign up? Credit check required?

- No fees; No credit check for residents; For large subscribers, 3 years of audited financials.

How long does it take to get a customer allocated? Do you wait to fill a solar development prior to allocation, or are customers allocated immediately (pending utility timelines) when they sign up?

- The subscription enrollment process is done on our website platform, [app.solstice.us](http://app.solstice.us). Each participant will create an account using basic identifying information, upload a copy of their utility bill (for us to determine their allocation), upload a payment method (credit, debit, bank account), and electronically sign the subscriber agreement.

The process typically takes anywhere from 5-20 minutes depending on the participant's comfort level with technology. Our online platform is equipped with a live chat box for immediate assistance and our enrollment team is trained on walking people through the process if anyone needs further assistance between 9am and 6pm EST.

Once participants fully enroll, their registration is reviewed by our enrollment team and once confirmed, an email is sent to the participant to congratulate them on completing the process.

Typically, a customer is allocated as soon as they sign up, but they do not see community solar credits until the solar farm turns on, which is when it is 100% subscribed. We will continue to communicate with each customer via email for further education and updates related to the solar farm turning on. As we approach the turn on

energization date for the solar farm, we will clearly communicate what this means and what customers can expect to happen to their utility bill.

For our 1MW that is currently available, these developments are already generating electricity, so subscribers will see their bill within 90 days of joining.

When can a customer expect to see savings? What type of savings? How are the savings calculated?

- Since both projects we are currently acquiring for are already live, customers will start to see credits on their bills within 90 days of enrolling.
- When a customer signs up, we review their electric usage history over the previous year and allocate 95% of that historic usage to a solar farm. Once the farm is 100% subscribed, it will start generating electricity and customers will receive credits on their electricity bills within a month. The credits provide a 10% discount on those credits, which covers 95% of their usage.

What is the potential or guaranteed savings for the length of the subscription?

- 10% discount on 95% of usage annually. We can provide a savings report to the town if they wish to sign up their municipal accounts and can provide us with a copy of their utility bill and utility account number.

What are the rates included in the subscription and are they fixed, variable, or promotional? Can those rates could change or increase over time?

- Our rates are based on National Grid rates. There is a fixed discount of 10% on the credits for the subscription, but charges may still fluctuate based on what National Grid charges its customers.

Are there are any fees associated with cancellation?

- No, though we request a 90-days notice so customers will still see credits for 3 months after they notify us.

Is there any cost associated with the promotion? Will the company cover costs for creating and printing of promotional material? Will they host online or in-person events in the community?

- No costs. Our marketing and outreach teams do all the heavy lifting and will cover the costs of all promotional materials.

Event formats are very successful in educating and converting interested parties and Solstice uses a wide variety of events to accommodate a variety of people. We will

primarily use online webinars in a Lunch & Learn/Informational Session format to educate the community about the program, the benefits of community solar, and how it works. Solstice hosts these digital events over Zoom and can handle the creation of invitations, social media marketing, rsvp forms, and reminder emails.

Ongoing digital events will also take place for smaller groups upon request and are very successful in educating and converting customers. We will typically host a digital event for a smaller, closed group upon the request of a group champion. Early adopters will often be environmentally minded and request that we present this information to their employers, houses of worship, social clubs, and nonprofits. Letting our customers know that we can host these smaller events is a part of our post conversion email touch points.

We can discuss the possibility of in-person events within the community.

Are you familiar with the Clean Energy Communities Program as well as the Community Campaigns and Clean Energy Upgrades High Impact Actions?

- Yes. Historically, communities who run a solarize campaign and have at least 25 residents sign up are eligible for a \$5,000 Clean Energy Community grant. However, these “action” grants have been used up across the state. While action grants are no longer available, NYSERDA is still awarding point-based grants. NYSERDA rewards municipalities 500 points to sign up their municipal accounts to Community Solar, and awards 200 points to run a Community Campaign. These points can add up to more substantial grants ranging from \$10,000 to \$75,000.

Can you explain/show examples of the billing process? Do you have separate billing from the utility?

- [This is a great video explainer](#) we have of our consolidated billing process. We will prioritize enrolling customers on our UCB project before filling up the dual bill project.
- [This is a video of our dual-billing process.](#)

Do you offer customer support services?

- Yes. There are various channels for customer support. Our customer success team is on-call from 9am-5pm eastern time. Our website also has a live-chat feature which connects directly to our customer success teams, and our emails are monitored daily with quick response times during the week.

Do you accept demand customers? What utility rate classes can you accept?

- Yes, we accept demand customers with a maximum kWh usage <25 monthly average.
- For small subscribers we accept SC1 & SC2 (Residential & Small General Service).

Can you transfer a subscription if you move? What if you move to a different utility, do you have farms to get them re-allocated? (for those communities in multiple utility areas).

- Customers who move but remain in the same utility can keep their subscription, but they have to delete their property and add a new one in their Solstice platform account. Customers who move to a different utility will have to cancel, but we do have projects in other utilities including Central Hudson and NYSEG, so they could sign up for a waitlist there.

Do you have experience working with NYSERDA's Solarize/Community Campaigns Program?

- Yes. We are working with the regional NYSERDA coordinators to ensure communities who run solarize campaigns are also accessing the benefits. We have run successful municipal campaigns through NYSERDA with Ulster and Chenango counties, as well as several towns across NY.

Do you own your solar developments, or are you just managing subscriptions for developers?

- Solstice is a customer acquisition and management company. We do not build or own the solar developments but rather work with developers to co-bid on projects within the utility.

**Where are the solar developments located that customers would sign up for?**

- West Valley (UCB): 5684 County Highway 86-2, West Valley, NY.
- Rome-Taberg (Dual Bill): 4834 Rome-Taberg Rd, Rome, NY.

**What is your process for choosing which solar developments to work with? What companies were involved in the installation process?**

- Our Business Development team works with various developers who align with our business values to ensure we can provide the most customer-friendly policies possible; this includes never charging enrollment or cancellation fees, providing fixed discounts of at least 10% on community solar credits, and moving away from credit requirements and dual-billing.

West Valley: NextEra is the developer. NextEra Energy owns a competitive energy business, NextEra Energy Resources, LLC, which, together with its affiliated entities, is

the world's largest generator of renewable energy from the wind and sun and a world leader in battery storage.

Rome-Taberg: Norstar is the developer. The Norstar Group of Companies is a dynamic and multi-faceted residential, commercial, retail and industrial real estate developer and construction group in Canada and the United States. The Group possesses a depth of expertise in land assembly and development, planning, revitalization, design-build and property management.

**Evaluation Criteria:**

All proposals must meet the proposal requirements outlined above. Proposals will be evaluated on the general criteria below:

1. **Overall quality and value:** Overall quality of proposal and Community Distributed Generation (CDG) contract terms.
2. **Experience:** Provider's experience in providing customer acquisition, billing and account management.
3. **Implementation and capacity:** Strength and ability to provide timely, quality, and enduring customer service and work well with the [Solarize Kirkland](#).
4. **Adequate financial strength:** Selected Providers must be able to demonstrate sufficient capacity to successfully deliver community solar electricity.
5. **Marketing Support:** Marketing Support that will be provided to [Solarize Kirkland](#).

**Proposal Submission:**

Proposals may be submitted via email, fax, or mail by [\[Proposal Due Date\]](#).

Email: [\[Community Email\]](#)

Fax: [\[Community Fax\]](#)

Mailing Address: [\[Community Address\]](#)

If you need more information or have any questions please contact [\[Contact Name and Information\]](#).

**Disclaimer:**

This request does not commit the [Solarize Kirkland](#) Team to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. The [Solarize Kirkland](#) Team reserves the right to accept or reject any or all proposals received, negotiate with all qualified applicants, cancel or modify this invitation in part or in its entirety, or change the schedule, when it is in its best interests.

### **Solar Provider Cover Letter**

The undersigned is the duly authorized representative of the company or entity identified below (the “Company”), with full authority to sign this document and to submit the Company’s proposal to Participate in the [Solarize Kirkland](#) campaign.

I hereby certify:

- The Company is duly organized and in good standing under the laws of the jurisdiction in which it is organized. The financial statements are true, correct, and complete and fairly present the financial condition of the Company as of their date. Since the date of the most recent financial statements, there has been no material adverse change in the Company’s financial condition. All tax returns required to be filed in any jurisdiction have been duly filed, and all taxes due in respect of the Company have been duly paid.
- The Company has read the invitation, understands it and is familiar with its requirements.
- The information contained in this proposal, and any correspondence or other documentation relating to this proposal, are all true, correct, and complete. The information disclosed by the Company in this proposal relating to corporate partnerships, affiliations, and other relationships is true, correct, and complete.
- The Company understands and acknowledges that, until final selections are made, the [Solarize Kirkland](#) may enter into discussions with the Company to negotiate the terms of its proposal in an effort to reach the most favorable arrangement for the relevant community. Moreover, the Community Campaign Team reserves the right (i) to reject any or all proposals; (ii) to waive defects or irregularities in any proposal; (iii) to discontinue discussions at any time and for any reason; (iv) to correct inaccurate awards; (v) to change the timing or sequence of activities related to [Solarize Kirkland](#); (vi) to modify, suspend or cancel [Solarize Kirkland](#); and (vii) to condition, modify or otherwise limit participation.

- By submitting this proposal, the Company represents and warrants that, if it is selected to provide community solar under [[Solarize Kirkland](#)], it will perform all of the duties and obligations of a “Selected Provider” in accordance with the [Solarize Kirkland](#) Invitation for Community Solar Provider Proposals and the Company’s submitted proposal.

Provider:

By: Sarah Gyurina Title: Partnerships Development Associate  
(Printed Name of Authorized Representative)

Signature: 

Date: August 26th, 2022

## Appendix A: West Valley Subscription Agreement

**DG New York CS, LLC (the “Seller”)**

**Address: 700 Universe Blvd**

**Juno Beach, FL, 33408**

**Phone: (866) 826-1997**

**Email: [support@solstice.us](mailto:support@solstice.us)**

Community Distributed Generation Disclosure Form	
<b>Customer Information</b>	Name: _____ Service Address: _____ _____ Mailing Address: _____ _____ Phone: _____ Email: _____
<b>Distribution Utility</b>	<b>National Grid (the “Utility”)</b>
<b>Overview</b>	This document describes your Community Solar Subscription Agreement (the “Agreement”). 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 the Agreement.
<b>Price, Fees, and Charges</b>	<p>You agree to pay Seller a monthly payment equal to 90% of the value of the monetary Bill Credits that will be applied to your electric Utility bill each month based on the percentage of solar power production that is allocated to you from the solar facility to which you are assigned. For example, if the Bill Credits are \$100 for a month, the monthly payment for that month would be \$90.</p> <p>Your monthly payment rate will remain fixed for the term of your contract. Your monthly payment amounts will fluctuate proportionally with the amount of Bill Credits you receive, due to certain factors such as fluctuations in sunlight and the Bill Credit rate as established by the Utility and the New York Public Service Commission.</p> <p>You will be notified of your monthly payment on the 1<sup>st</sup> of the month and your monthly payment will be due on the 11<sup>th</sup>. Your first monthly payment notice will be sent on the 1<sup>st</sup> of the month directly following all subscribers having received Utility Bill Credits.</p> <p>We schedule our Monthly Payment notifications to occur on the 1<sup>st</sup> of the month following the allocation of Utility Bill Credits on your Utility Bill, so that you have the opportunity to verify the receipt of the credits before you are billed.</p> <p>The Agreement does not grant to you the right to any environmental, tax or other credits (whether renewable energy, carbon offset, or other), rebates or other</p>

	subsidies or benefits available to solar projects or renewable energy sources generally, other than the Bill Credits.
<b>Project Location and Customer Allocation</b>	DG New York CS, LLC owns a number of solar projects in the National Grid service territory. Your site assignment will be contingent on a number of variables. Once assigned, you will have access to your Customer Allocation and Site Assignment through our software portal, where you can also see outstanding invoice amounts, your share of the site generation, and signed contract at any time.

<b>Length of Agreement and Renewal</b>	The Agreement will last five (5) years and will commence on the date of the first Seller invoice issued to you. Following the initial five (5) year term, the Agreement will be automatically extended on a two (2) year basis under the same terms unless Buyer or Seller elects to terminate the Agreement.
<b>Early Termination</b>	<p>In order to unsubscribe from, or terminate, the Agreement during the Agreement term, you must submit written notice to Seller ninety (90) days before the desired termination date. If you provide such notice of termination, you will continue to pay for the Bill Credits allocated to you until the earlier of (i) the date that is ninety (90) days after notice of termination is given to Seller or (ii) the date that Seller amends the allocation form previously filed by Seller with Utility to replace you with a new customer with approximately the same allocation, at which point the termination of the Agreement shall take effect. There is no fee for any early termination of the Agreement.</p> <p>In order to decline automatic renewal of the Agreement, you must submit written notice to seller 90 days prior to Agreement renewal date.</p>
<b>Estimated Benefits</b>	Seller will attempt to match your percentage allocation of Bill Credits as closely as reasonably practicable with your historical average annual electricity consumption, as determined by the Utility. This will result in Bill Credits reducing your Utility bill each month. The amount of Bill Credits will change from month to month due to certain factors such as fluctuations in sunlight and the Bill Credit rate as established by the Utility and the New York Public Service Commission. Any Bill Credit you receive from your participation in the program will save you money as compared to your annual Utility bill.
<b>Guarantees</b>	<p>You will receive ten percent (10%) guaranteed savings to the Bill Credits received by you and applied to your Utility bill. The contract does not guarantee any specific level of savings on your Utility bills.</p> <p>The contract does not guarantee a minimum level of system performance or production of energy.</p>
<b>Data Sharing and Privacy Policy</b>	You authorize Seller to request the following data from the Utility and to use that data to accomplish the goals of the Agreement: (i) your energy consumption history; (ii) your billing information and classifications; and (iii) your utility account number. Your authorization to allow Seller to obtain and to use such data shall last for the term of the Agreement. This data will not be disclosed to a third party unless required by law or unless the third party is obligated to maintain confidentiality of such information and disclosure is reasonably necessary for

	<p>administration of the Agreement.</p> <p>More details on Seller's privacy policy are available at <a href="https://solstice.us/privacy-policy/">https://solstice.us/privacy-policy/</a>.</p>
<b>Right to Cancel Without Penalty</b>	You have the right to terminate the Agreement without charge or penalty within three business days after signing the Agreement by notifying Seller at (866) 826-1997 or support@solstice.us
<b>Customer Rights</b>	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 <a href="http://www.dps.ny.gov/complaints.html">http://www.dps.ny.gov/complaints.html</a> .
<b>Preparer Name and Contact Information</b>	Solstice Power Technologies, Inc. Phone Number: (866) 826-1997

Signature of Authorized Company Official of Representative:

Date:

Signature of Customer:

Date:

## **FORM OF SUBSCRIPTION AGREEMENT**

### **COMMUNITY DISTRIBUTED GENERATION CREDIT**

#### **SALE AND PURCHASE AGREEMENT**

#### **ABSTRACT**

- **You are receiving this agreement because of your interest in DG New York CS, LLC's Community Distributed Generation ("CDG") Offering.** DG New York CS, LLC ("Seller") directly or indirectly owns or controls, maintains and operates an existing or soon to be constructed community solar array (the "Solar Facility"). The Solar Facility is part of the New York Public Service Commission's CDG Program. The CDG Program allows customers of the same electric utility to receive dollar credits on their utility bill, known as Community Distributed Generation Credits ("Bill Credits"). These credits are associated with electricity produced by this Solar Facility.
- **You are not purchasing energy from the Solar Facility.** You are entering into an agreement with DG New York CS, LLC to purchase Bill Credits. You will remain a customer of National Grid ("Utility") and will be responsible for any outstanding charges on your Utility invoice not offset by Bill Credits.
- **The amount of Bill Credits you receive will vary month to month.** Seller will instruct Utility to assign Bill Credits to your account in each billing period of the Utility ("Billing Period") according to your average historical electricity kilowatt hour or "kWh" usage (or forecast kWh usage if historical data is not available) at your current residence or other Utility service location identified on the signature page hereto (the "Utility Service Location"). This will result in Bill Credits reducing your Utility bill each Billing Period. The amount of Bill Credits will change from month to month due to certain factors such as fluctuations in sunlight and the Bill Credit rate as established by Utility and the New York Public Service Commission.
- **You will pay Seller for all Bill Credits you receive at a 10% discount.** This means that you will have to pay Seller 90% of the value of Bill Credits you receive, plus any applicable sales tax. For example, for every \$1.00 of bill credits you receive, you must pay Seller \$0.90. Because the amount of Bill Credits varies month to month, your payment will vary month to month as well. You will receive a separate invoice from Seller for these charges ("Seller's Invoice").

#### **AGREEMENT**

This Community Distributed Generation Credit Sale and Purchase Agreement ("Agreement") is made and

entered into as of \_\_\_\_\_ (the "Effective Date"), between Seller and \_\_\_\_\_ ("Buyer", and, together with Seller, each a "Party" and collectively the "Parties").

**By signing this Agreement**, you agree to be legally bound to the following terms and conditions:

1. Allocation of Community Distributed Generation Credits.

- a. To receive Bill Credits under this Agreement, Buyer must be and remain a customer of Utility at the Utility Service Location. Subject to the foregoing, for each Billing Period during the term of this Agreement, Seller shall allocate, sell, assign, and facilitate delivery of Bill Credits associated with Solar Facility production to match Buyer's historical average monthly kWh usage as closely as reasonably practicable as determined by the Utility. Seller makes no representations concerning the exact amount of Bill Credits which will be available during any Billing Period.
- b. Seller shall have the right to make adjustments to the percentage of the Bill Credits allocable to Buyer hereunder in future Billing Periods, provided that any such adjustment will not result in the allocation of Bill Credits of Buyer exceeding Buyer's historical average annual kWh usage.
- c. Buyer authorizes Seller to obtain and review the following information from the Utility: (i) Buyer's energy consumption history; (ii) Buyer's billing information and classifications; and (iii) Buyer's utility account number. This information will not be disclosed to a third party unless required by law or unless the third party is obligated to maintain confidentiality of such information and disclosure is reasonably necessary for administration of this Agreement. This authorization will be effective from the signature date of this Agreement until the expiration of the term or earlier termination of this Agreement. Buyer may rescind this authorization at any time by terminating the Agreement pursuant to Section 5, below. Buyer hereby consents to enrollment in the New York Public Service Commission's CDG Program, and the Utility's programs for implementation thereof.
- d. If the Utility changes or modifies Buyer's electric service account for any reason, Buyer shall immediately notify Seller of such change and the extent of the modification, as well as provide to Seller a copy of the written notification from the Utility of such change or modification. This Agreement shall be null and void upon notice of such change or modification, if such change or modification is deemed to disqualify Buyer by the terms of either the CDG Program or Seller's additional requirements, to qualify for purchasing Bill Credits. Seller reserves the right to terminate this Agreement upon notice to Buyer as provided in Section 5.c below if Buyer fails to notify Seller of any changes or modifications to Buyer's electric service account. Buyer will forfeit the right to receive Bill Credits between the date of any change or modification to Buyer's electric service account and reinstatement of this Agreement, if applicable.
- e. *For residential customers:* In connection with the transactions contemplated by this Agreement, you may be required to undergo a soft credit inquiry. You authorize Seller and its representatives

(including Solstice Power Technologies, Inc.) to make such credit inquiry, and you authorize Seller and its representatives (including Solstice Power Technologies, Inc.) to share the results of your credit inquiry with each other. You understand that soft credit checks will have no impact upon credit. *For non-residential customers:* In connection with the transactions contemplated by this Agreement, you may be required to provide three (3) years of audited financial statements.

2. Payment for Community Distributed Generation Credits.

- a. For each Billing Period (i.e., monthly) from when Solar Facility begins generating electricity and Utility begins allocating Bill Credits to Buyer's electric service account, which may not begin for some time after the Effective Date of this Agreement, until the end of this Agreement, Seller shall provide to Buyer an invoice ("Seller Invoice") via email. Included in each Seller Invoice will be a line item identifying the payment due from Buyer to Seller, which will be equal to 90% of the value of Bill Credits allocated to Buyer for such Billing Period, plus the amount of any sales tax payable with respect to the sale to Buyer of such Bill Credits. The total number of payments during the Initial Term is sixty (60). The amount payable under each Seller Invoice will vary from month to month due to certain factors such as fluctuations in sunlight and the Bill Credit rate as established by Utility and the New York Public Service Commission.
- b. Buyer's payments to Seller of amounts invoiced under this Agreement shall be due and payment shall be made by ACH ("Automated Clearing House") or by credit or debit card within ten (10) days after Seller provides Buyer with the Seller Invoice for such amounts in accordance with Exhibit 1. Within fifteen (15) days after the Effective Date, Buyer shall complete the payment authorization set forth in Exhibit 1 through the secure online customer portal at [*insert DER Provider details*].
- c. In the event Buyer fails to pay any undisputed amount due hereunder within twenty (20) days of the date on which payment of such amount is due, Seller shall be entitled to charge Buyer a late fee on such unpaid amount at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law.

3. Mutual Cooperation/Dispute Resolution.

- a. If Buyer, in good faith, disputes an amount billed by Seller as provided in this Agreement, Buyer shall promptly notify Seller by telephone or in writing at the contact information provided in Section 14 of the basis for the dispute no later than the fifth (5th) business day after Buyer's receipt of the applicable Seller Invoice. Seller will acknowledge or respond to the dispute within two (2) days and, if only an acknowledgement is provided, provide a response within fourteen (14) days. The Parties agree to seek resolution in good faith. During the period in which the Parties are resolving the dispute, the Buyer shall not be required to make any payment on the disputed Invoice and the Seller shall not charge any late fee in connection with such Invoice. Upon resolution of the dispute, any required disbursements or payments shall be made to Buyer or Seller within thirty (30) days.

- b. If Buyer, in good faith, disputes an amount paid to Seller as provided in this Agreement, Buyer shall notify Seller within six (6) calendar months from the date of such payment by telephone or in writing at the contact information provided in Section 13. Seller will acknowledge or respond to the dispute within two (2) days and, if only an acknowledgement is provided, provide a response within fourteen (14) days. The Parties agree to seek resolution in good faith and pursuant to Section 3(e). Upon resolution of the dispute, any required disbursements or payments shall be made to Buyer or Seller, where appropriate, with clear communication regarding the method and timing of these disbursements or payments.
- c. If Buyer, in good faith, wishes to file any other complaint or dispute with Seller, Buyer shall do so by telephone or in writing at the contact information provided in Section 14 soon as possible. Seller will acknowledge or respond to the dispute within two (2) days and, if only an acknowledgement is provided, provide a response within fourteen (14) days. Buyer may also file a complaint relating to this Agreement at any time with the New York State Department of Public Service (“NY DPS”) using the contact information listed in Section 10 of this Agreement.
- d. Buyer may, at any point during a dispute or complaint resolution process, request a written report from Seller detailing all attempts to resolve the complaint or dispute.
- e. Arbitration of Disputes. Subject to the last two sentences of this paragraph, the Parties agree that if any dispute, claim or disagreement arising out of or relating to this Agreement (a “Dispute”) cannot be resolved pursuant to the procedures described above, a Dispute shall be resolved exclusively by arbitration. The arbitration, including the selecting of the arbitrator, will be administered by JAMS Inc. (“JAMS”), under its Streamlined Arbitration Rules (the “Rules”) by a single neutral arbitrator agreed on by the Parties within thirty (30) days of the commencement of the arbitration or, should the Parties not reach agreement within thirty (30) days, pursuant to the Rules. This Agreement and any arbitration pursuant thereto shall be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either Party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at [www.jamsadr.com](http://www.jamsadr.com). Each Party will bear the expense of its own attorneys, experts and witnesses, regardless of which Party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other Party. Subject to clause (iv) below, the arbitration shall be held in New York, NY. The Party bringing the claim can choose to proceed by way of binding arbitration pursuant to JAMS’ rules or, alternatively, can bring an individual action in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures) within the scope of such court’s jurisdiction. If any such individual action is transferred or appealed to a different court, however, the opposing Party may elect arbitration and, if it does so, the Parties agree that the matter will be resolved by binding arbitration pursuant to the terms of this Agreement.
  - i. Only Disputes involving the Parties may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a Party. If either Party arbitrates a Dispute, neither Party, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be

pursued on either Party's behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between the Parties.

- ii. The arbitrator shall only have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change, alter the terms of this Agreement or award relief or remedy specifically limited by this Agreement, or to make any award that would extend to any transaction other than the transaction between the Parties under this Agreement. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between the Parties. The arbitrator's award will consist of a written statement stating the disposition of each claim. The award will also provide a concise but specific and supported written statement of the essential findings and conclusions on which the award is based.
- iii. BECAUSE THE PARTIES HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES AND AS PROVIDED EXPRESSLY HEREBY. FURTHER, NEITHER PARTY SHALL HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT THE PARTIES WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- iv. If you are an individual consumer qualifying for the "JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness": (A) if you initiate arbitration against the Seller, the Seller will bear all costs charged by JAMS, except you will be required to pay two hundred fifty dollars (\$250); (B) if the Seller initiates arbitration against you, it will pay all costs charged by JAMS; and (C) at your request, you may elect for an in-person hearing in your hometown area.

#### 4. Buyer's Acknowledgments.

- a. Buyer understands that the Solar Facility will deliver electricity to the Utility and not to Buyer. The Utility will make all calculations and determinations regarding the amount of the Bill Credits to be applied to Buyer's Utility bill, which shall be made pursuant to the Utility's tariff and the CDG Program rules.
- b. Buyer understands that Buyer has no ownership interest in the Solar Facility, or any part of the Solar Facility; nor can Buyer claim any environmental, tax or other credits (whether renewable energy, carbon offset, or other), rebates or other subsidies or benefits available to solar arrays or renewable energy sources generally, other than the Bill Credits.

- c. Buyer understands that Seller collects customer personal information, such as name, contact information, government issued ID numbers, and financial and banking information and Seller uses such information for identification purposes; establishment, maintenance and service of customer accounts; communication with customers; facilitation of payments; compliance with any government or legal reporting or disclosure requirements; and operation, maintenance and improvement of Seller's business and the products and services Seller provides to customers. Seller also shares this information with its subsidiaries, affiliated companies or other third parties that assist Seller in providing Buyer with current and potentially future services, or with other permitted uses of personal information.
- d. Pursuant to the CDG Program, Seller is required to provide Buyer with the Community Distributed Generation Disclosure Form provided with this Agreement (the "Disclosure Form"). Buyer acknowledges and agrees that Buyer will complete and execute the Disclosure Form once Buyer has discussed the Disclosure Form with Seller's representative and asked any questions Buyer has with respect to the Disclosure Form. Buyer acknowledges that Buyer will not be eligible to receive Bill Credits hereunder until Buyer has returned such completed and executed Disclosure Form to Seller, in addition to this executed Agreement.
- e. Seller makes no warranty or representation concerning the implication of any federal or state securities laws on the transactions contemplated by this Agreement.
- f. Buyer acknowledges that this Agreement, and Buyer's payments made hereunder, entitle Buyer solely to Bill Credits that are used solely to reduce the bills for Buyer's consumption of electricity. Buyer further acknowledges that Buyer will not be entitled to any profit (through earnings, capital appreciation or otherwise) related to the ownership of the Solar Facility or Seller's income.
- g. Buyer is the sole party in interest agreeing to the terms of this Agreement and is acquiring Bill Credits as a commodity for personal consumption for its own account, not for investment or speculation and not with a view to the resale or other distribution thereof, in whole or in part.
- h. Buyer is aware that this Agreement and the Bill Credits have not been registered under the Securities Act of 1933, as amended, and the regulations promulgated thereunder, or registered or qualified under the securities laws of the state in which Buyer resides or is located based in part upon the representations of Buyer contained herein.
- i. BUYER UNDERSTANDS THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SOLAR FACILITY OR ITS INSTALLATION, THE VALUE OF THE BILL CREDITS, OR ANY SAVINGS REALIZED BY THIS AGREEMENT.

5. Term and Termination of Agreement.

- a. The initial term of this Agreement is five (5) years (the "Initial Term") and shall commence upon the date of the first Seller Invoice issued to Buyer. Upon the expiration of the Initial Term, the term of this Agreement shall be automatically extended for an additional term of two (2) years under the same terms and conditions stated herein (each, a "Renewal Term"), and shall continue to renew for an additional Renewal Term of two (2) years at the end of each subsequent Renewal Term unless terminated by either Party upon written notice in accordance with the following

clauses in this Section 5. Unless renewed or deemed renewed in accordance with this Section 5.a, the end date of this Agreement is the fifth (5<sup>th</sup>) anniversary of the date of the first Seller Invoice issued to Buyer.

- b. Notwithstanding anything to the contrary contained herein, Buyer may terminate this Agreement by giving Seller ninety (90) days prior written notice of termination. In the event Buyer provides such notice of termination, Buyer will continue to pay for the Bill Credits allocated to Buyer until the earlier of (i) the date that is ninety (90) days after notice of termination is given to Seller or (ii) the date that Seller amends the Community Distributed Generation Allocation Request Form previously filed by Seller with Utility allocating a portion of the electricity generated by the Solar Facility to Buyer's Electric Account to replace Buyer with a new customer of Utility qualified to purchase Bill Credits with the approximately equivalent allocation, at which point the termination of this Agreement shall take effect. There is no fee for any early termination of this Agreement.
- c. Notwithstanding anything to the contrary contained herein, Seller may terminate this Agreement at any time by giving Buyer written notice that it will no longer allocate Bill Credits to Buyer. Such notice will specify the date as of which Bill Credits will no longer be allocated, and such date shall serve as the effective date of termination of this Agreement.
- d. The obligations of the Parties hereunder which by their nature survive the termination of this Agreement shall survive and inure to the benefit of the Parties including but not limited to this Section 5.d and Sections 3 and 9 - 13. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the fullest extent permitted by law and shall survive termination of this Agreement, regardless of the reason therefor
- e. In addition, notwithstanding the foregoing or any other provision set forth herein, Buyer may cancel this Agreement without charge or penalty within three (3) business days of signing this Agreement by providing notice of cancellation to Seller.

6. Events of Default.

- a. The failure of Buyer to pay any undisputed sum payable to Seller when due shall constitute an "Event of Default" of Buyer under this Agreement, except that, without limiting Seller's right to charge a late fee pursuant to Section 2(c), Buyer shall be entitled to written notice of a late payment on two (2) occasions within any rolling period of three hundred sixty-five (365) consecutive days and such failure shall not be an Event of Default of Buyer on such occasions if the amount due is received by Seller within five (5) days after Buyer's receipt of Seller's notice of late payment.
- b. Immediately upon an Event of Default of Buyer, Seller may, in its sole discretion, terminate this Agreement by giving Buyer written notice thereof and allocate and/or assign to a third party the Bill Credits and electricity generated by the Solar Facility allocated to Buyer by the terms of this Agreement.

7. Assignment.

- a. Buyer may not assign this Agreement. Buyer may, however, change the address of the electric service account to which the Bill Credits are applied so long as (i) Buyer provides written notice to Seller and (ii) the Utility provides electric service to the new address and Buyer otherwise continues to qualify under the CDG Program and Seller's additional requirements for the purchase of Bill Credits. The change in address will be effective upon the Utility allowing Seller to make such change, which generally occurs within 60 days. Seller will not be liable for any Bill Credits lost as a result of any such change of address, and Buyer shall remain obligated to remit payment with respect to any such lost Bill Credits.
- b. The Seller may assign, collaterally assign, transfer, lease or sublease any of its rights or obligations hereunder without the consent of or notice to Buyer.

8. Force Majeure. If a Force Majeure Event (as defined in paragraph d, below, of this Section 8) delays or prevents Seller's performance of all or some of its obligations under this Agreement, Seller will be excused from whatever performance is delayed or prevented by the Force Majeure Event, provided that:

- a. Seller's suspension of performance of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (for example, when a Force Majeure Event is over, Seller will use commercially reasonable efforts to make any repairs that became necessary because of the Force Majeure Event);
- b. No Seller or Buyer obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event;
- c. Seller provides notice to Buyer of the Force Majeure Event within a reasonable period of time after Seller learns of the occurrence thereof, describing the particulars of the occurrence and the anticipated period of suspension of or delay in Seller's performance of its obligations; and
- d. For purposes of this Agreement, the term "Force Majeure Event" means any event, condition or circumstance beyond the reasonable control of Seller and not caused by Seller's fault or negligence. Force Majeure Events shall include, without limitation, any failure to produce, deliver or receive the electricity generated by the Solar Facility caused by: flood, fire, lightning, earthquake, tornado, hurricane, epidemic, other "Acts of God", war, riot, terrorism, insurrection, sabotage, work stoppage, strike or slow-down, any failure of the electrical grid, any failure of equipment not utilized by Seller or under Seller's control, or any failure of the Solar Facility to produce electricity not caused by Seller's fault or negligence.

9. HEFPA Rights. If Buyer is a residential customer of Utility, Buyer is entitled to protections pursuant to the Home Energy Fair Practices Act, Part 11 of Chapter 16 of the Rules and Regulations of the State of New York ("HEFPA"), which protections include but are not limited to third party notification rights; a prohibition against security deposits in certain circumstances; limitations on estimated billing; limitations on back billing; and limitations on late charges. More information about Buyer's HEFPA protections are

available online at <http://www.dps.ny.gov>. An annual notification of Buyer's rights under HEFPA will also be provided to Buyer directly by the Utility. If subsequent changes in applicable law require Seller to provide additional information about Buyer's HEFPA rights, Seller shall provide Buyer with such additional information within a reasonable time and in accordance with the provisions of HEFPA Section 18(a)(i).

10. UBP-DERS Rights. Buyer is entitled to protections pursuant to the Uniform Business Practices for Distributed Energy Resource Suppliers, including, but not limited to, the right to cancel this Agreement without charge or penalty within three (3) business days after signing this Agreement (which cancellation right is provided for in paragraph e of Section 5 of this Agreement); the right to information regarding the mechanisms available to Buyer for handling billing questions, disputes, and complaints relating to this Agreement; and contact information for the NY DPS which Buyer may use to seek assistance from the NY DPS in the event Buyer has a dispute with Seller or complaint against Seller. Such contact information for the NY DPS is as follows:

Office of Consumer Services  
NYS Department of Public Service  
3 Empire State Plaza Albany,  
NY 12223  
Ph.: 1-800-342-3377

Hours of operation for the NY Department of Public Service as of the date of this agreement: 8:30 a.m. - 4:00 p.m.

Any notice of cancellation of this Agreement by Buyer pursuant to paragraph e of Section 5 of this Agreement shall be given in accordance with the provisions of Section 13, below. Buyer should reference Seller's legal name as listed in this Agreement, DG New York CS, LLC, when contacting the NY DPS and not any other branding or marketing name.

11. Miscellaneous. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement, and there are no other agreements, written or oral, between the Parties regarding the subject matter of this Agreement. This Agreement shall be governed by the internal laws of the State of New York, without regard to the conflicts of laws principles thereof. This Agreement may not be amended except pursuant to a writing executed by both Parties. No delay or failure by any Party in enforcing any of such Party's rights hereunder shall be deemed a waiver of any such right. This Agreement may be executed in counterparts, and, if so executed, each such counterpart shall have the force and effect of an original for all purposes. This Agreement may be executed by facsimile, .pdf, any electronic signature complying with the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229, or any signature complying with applicable analog state laws (e.g., Uniform Electronic Transactions Act(s)).

12. Limitation on Damages. Notwithstanding anything to the contrary contained in this Agreement, the liability of either Party or its affiliates to the other Party arising under or in connection with this Agreement shall be limited to actual, direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort,

warranty, strict liability or otherwise.

13. Notice Provisions. All notices of any kind which either Party is required or desires to give to the other Party in connection with this Agreement shall be in writing, including electronic mail, shall be effective upon delivery, and shall be mailed, delivered or transmitted electronically by electronic mail, in each case to the address or electronic mail address, as applicable, specified below for such Party or such other address or electronic mail address as such Party may, after signing of this Agreement, designate to the other Party by notice in accordance with this Section 13:

To Seller:

Solstice Power Technologies, Inc.  
186 Alewife Brook Pkwy #1048  
Cambridge, MA 02138  
Telephone No: 1-866-826-1997  
Email: support@solstice.us  
With a copy to: [DL-DG-NEER-BUS-MGT@fpl.com](mailto:DL-DG-NEER-BUS-MGT@fpl.com)

To Buyer:

Name:  
Address:  
City/State:  
Zip code:  
Telephone No:  
Email:

14. Customer Care. Buyer may contact Seller's Customer Care Center at 1-800-826-1997 Monday through Friday, 8:00am to 5:00pm eastern standard time (hours subject to change), or may write to Seller at the address(es) specified in Section 13.

*[Signature page follows. Rest of page intentionally left blank.]*

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by or on behalf of the Parties as of the Effective Date.

**SELLER:**

**DG New York CS, LLC**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**BUYER:**

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Address of Buyer's Utility Service Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit 1: Authorization Agreement for Recurring Online Billing and Payment & Credit Card Payments/Debits**

**A. Instructions**

1. This form is required to authorize Seller and/or its affiliates, agents, successors and/or assignees to:
  - Establish a Designated Payment Account for payment of recurring monthly Community Distributed Generation Credit Payments (“Bill Credits”)
  - Change the banking or financial institution information on an existing Designated Payment Account.
2. Thoroughly read the Terms and Conditions in Section B before completing this form. The Terms and Conditions in Section B are a part of this form, and incorporated into this form. Contact your financial services representative with any questions.
3. Retain a copy of this form.
4. Complete all required fields on the secure online customer portal.

Buyer Name\* \_\_\_\_\_ Address 1\* \_\_\_\_\_

Address 2\* \_\_\_\_\_ City\* \_\_\_\_\_ State\* \_\_\_\_\_ Zip Code\*

**Signature Section.** By signing below, you acknowledge that you have received, read, and agree to the incorporated “Terms and Conditions” in Section B and confirm the accuracy of the information provided above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Authorization Agreement for Recurring Online Billing and Payment & Credit Card  
Payments/Debits (Continued)**

**B. Terms and Conditions**

1. I (We) do hereby authorize the Seller (either directly or through an affiliate or agent) to initiate monthly recurring ACH Direct-Debit Payments from my(our) account(s) indicated at the financial institution(s) above. I further authorize the Seller (either directly or through an affiliate or agent) to initiate an adjusting or correcting entry as necessary. This authorization is for all payments due under the ***Community Distributed Generation Credit Sale and Purchase Agreement*** with the Seller (the "Agreement").
2. This authorization is to remain in full force and effect until the termination of the Agreement.
3. Notifications of changes to an existing account must be received at least 10 business days prior to the next draft date to be in effect as of that draft date.
4. Recurring ACH Direct-Debit or Credit/Debit Card Payments shall be drafted monthly, and the Seller shall be required to give email notifications and/or online access to the amount(s) and due date(s).
5. No payments due to the Seller will be considered "paid" until the Seller receives the funds in full.
6. The Seller will incur no liability as a result of a withdrawal being dishonored by your bank and/or credit card company.

**Confidentiality/Security.** All information provided on this form is stored with a third-party Tier 1 PCI Compliant Payment Processor (the highest level of security). All online transactions are processed with point-to-point encryption to protect your sensitive payment information.

**To terminate your authorization or report alleged unauthorized transfers, please contact:**

Solstice Power Technologies, Inc.

Phone: 1-866-826-1997

Email: support@solstice.us



Appendix B: Rome-Taberg Subscription Agreement



NORSTAR SOLAR LLC | 200 South Division Street | Buffalo, New York 14204

**COMMUNITY SOLAR SUBSCRIPTION AGREEMENT**

**CUSTOMER INFORMATION**

Customer (name on utility bill): \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street City State Zip

Email Address: \_\_\_\_\_ Customer Phone: \_\_\_\_\_

**UTILITY INFORMATION**

Utility Account Service Address:

\_\_\_\_\_  
Street City State Zip

Utility Account Number: \_\_\_\_\_

Electric Utility: Niagara Mohawk Power Corporation, doing business as National Grid

Customer New York Independent System Load Operator Zone: \_\_\_\_\_

**1. INTRODUCTION**

Norstar Solar LLC (“Norstar”) is a solar energy company in the business of developing, building and operating solar energy facilities. Norstar sells the electricity generated by the Community Solar Project identified above (the “Solar Project”) to the utility customer’s electric utility, Niagara Mohawk Power Corporation, doing business as National Grid (“National Grid”), in exchange for utility bill credits (“Bill Credits”). Bill Credits represent the value of electricity produced by the Solar Project, as determined by National Grid’s tariff and applicable state laws.

The State of New York has created a program that allows utility customers to participate in solar energy without installing a solar system on their own property. Under this program, called community distributed generation or “Community Solar,” utility customers can purchase Bill Credits from solar energy facilities located in the customer’s utility territory. The utility applies those credits to the customers’ electricity bills to partially or fully offset the amount the customer owes the utility. Norstar will describe how National Grid will apply Bill Credits to the utility customer’s bill in this Agreement.

This Community Solar Subscription Agreement (the “Agreement”) describes the terms and conditions under which you, the utility customer (“Customer,” together with “Norstar” the “Parties”) will participate in the Solar Project by purchasing Bill Credits from Norstar. This Agreement is a legally binding contract with disclosures required by law, so please read everything carefully. Customer’s participation through this Agreement does not give it any ownership interest in the Solar Project, equipment or other assets associated with the Solar Project, or any revenue or profits from the Solar Project. Customer will not receive electricity generated by the Solar Project or any of the environmental credits, tax benefits or other attributes of the Solar Project.

**TO HELP UNDERSTAND YOUR CONTRACT WITH NORSTAR, PLEASE READ THE COMMUNITY DG POWER PURCHASE AGREEMENT (PPA) DISCLOSURE FORM ATTACHED TO THIS AGREEMENT.**

**2. SALE OF BILL CREDITS**

**a. Agreement Term.** Customer agrees to buy Bill Credits from Norstar during the Agreement Term. The Agreement Term will begin on the Start Date, which is the first date that National Grid applies Bill Credits from the Solar Project to Customer’s utility account. Norstar anticipates National Grid will begin to apply Bill Credits from the Solar Project to Customer’s utility account within one (1) to two (2) billing cycles from the date the Agreement is fully executed. The Agreement Term will be for one (1) year and will renew automatically from year-to-year unless Customer notifies Norstar at least thirty (30) days prior to the end of the Agreement Term that it does not wish to renew the Agreement.

**COMMUNITY SOLAR SUBSCRIPTION AGREEMENT**

**b. Determining Amount of Bill Credits.** The amount of Bill Credits sold to Customer will be determined by the amount of electricity generated and delivered to National Grid by the Solar Project and the percentage of the Solar Project's capacity allocated to the customer (the "Customer Allocation"). Norstar will notify National Grid of Customer's Customer Allocation. Customer may change its Customer Allocation at the end of the original Agreement Term if it and Norstar extend the Agreement Term as described in Section 2a. above.

National Grid will be responsible for calculating and allocating the value of Customer's Bill Credits to Customer's utility account. In accordance with the Community Solar program, Norstar anticipates that each month National Grid will multiply the Solar Project's production (measured in kilowatt-hours or "kWh") by Customer's Customer Allocation and apply the resulting volume of Bill Credits (also measured in kWh) to Customer's utility account. The dollar value credited to Customer's National Grid bill will equal the number of Bill Credits multiplied by National Grid's then-applicable rates. Norstar also anticipates that purchased Bill Credits with a cumulative dollar value greater than the charges assessed for Customer's monthly National Grid usage will appear as a credit on Customer's monthly National Grid billing statement and be available for application to future billings.

**c. Monthly Billing.** Customer will receive two bills each month—a bill from Norstar via its Customer Service Provider, Solstice Power Technologies, for the Bill Credits allocated to Customer for the preceding month, and a bill from National Grid for electricity charges remaining after application of Customer's Bill Credits. Customer's price for Bill Credits is listed at the beginning of this Agreement and is fixed for the initial Agreement Term. Norstar's bill will include charges for Customer's allocation of Bill Credits during the prior billing month, plus sales taxes or other charge imposed by any government authority. There may be a difference between the date when Norstar bills Customer for Bill Credits and when National Grid applies those Bill Credits to Customer's utility bill (i.e., there may be a lag of one month or more in National Grid's application of Bill Credits).

Customer will have a period of three business days from the "date of issue" of the Norstar bill to remit payment to Norstar's Customer Service Provider, Solstice Power Technologies. If Customer does not remit timely payment within 3 business days of the date of issue, within twenty (20) days thereafter Norstar will provide Customer with a notice of intent to terminate and providing Customer an additional ten (10) days to cure any late payments associated with Customer's account. If Customer fails to cure any late payments by the expiration of this grace period, Norstar will notify Customer of the termination of this Agreement and Customer will be unenrolled from participating in the Solar Project.

Norstar understands that Customer may be eligible to enroll in a balanced billing program through National Grid for the purpose of distributing its projected annual energy costs into twelve (12) balanced monthly payments. Such programs are not intended to reduce the amount

## COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

Customer pays in utilities annually, but to avoid billing fluctuations by dividing Customer's consumption rate by twelve (12) to establish a monthly average amount. Such plans, if available, are administered solely by the utility provider and Customer must contact National Grid for additional information regarding participation in its balanced billing program.

**d. Payment Method.** Customer may elect to pay for Bill Credits via one of the following options:

**i. Automatic Withdrawal:** By authorizing an automatic withdrawal from Customer's checking or savings account ("Bank Account") three (3) business days after the date of your bill. Customer's Bank Account information and authorization for Norstar's Customer Service Provider, Solstice Power Technologies, to withdraw applicable charges from Customer's Bank Account are included in Exhibit 2 to this Agreement. Solstice will notify Customer when it will withdraw payments from Customer's Bank Account prior to the date funds are withdrawn.

**iii. Credit Card:** Customer may elect to authorize an automatic payment from Customer's credit card three (3) business days after the date of your bill. Customer's Bank Account information and authorization for Norstar's Customer Service Provider, Solstice Power Technologies, to withdraw applicable charges from Customer's Credit Card are included in Exhibit 2 to this Agreement. Solstice will notify Customer when it will withdraw payments from Customer's Credit Card prior to the date funds are withdrawn.

**e. Late Charges.** In addition to the other amounts Customer agrees to pay pursuant to this Agreement, Customer agrees to the following:

**i. Insufficient Funds Fee:** \$25 (or such lower amount as required by law) for any attempted withdrawal from Customer's Bank Account that is refused by Customer's bank; and

**ii. Interest:** overdue amounts will accrue interest at the rate of 12% per year (or such lower amount as required by law).

### **3. SAVINGS**

**a. Estimated Savings.** Bill Credits will be deducted from your utility bill on a monthly basis, and you will be invoiced and charged for 90% of the value of those credits by Solstice Power Technologies. The cost of purchasing Bill Credits from the Solar Project will be less than the dollar value of the Bill Credits that National Grid has agreed to apply to Customer's electricity bills. Norstar does not warrant or guarantee, however, that Customer will save money on Customer's utility bills by purchasing Bill Credits.

**b. No Guarantee of Bill Credits.** Norstar does not warrant or guarantee that the Solar Project will produce any certain amount of electricity. Therefore, Norstar does not guarantee the amount or value of Bill Credits Customer will receive under this Agreement. Customer's allocation of Bill Credits will vary from month-to-month depending on the Solar Project's production of electricity. Customer will only be charged for its allocation of Bill Credits actually generated by the Solar Project.

#### **4. CANCELLATION AND TERMINATION**

**a. Three (3) Business Day Right to Cancel.** Customer has the right to terminate this Agreement without penalty within three (3) Business Days of the date the Customer delivers a signed Agreement to the Owner ("Agreement Effective Date") by calling Norstar's Customer Service Provider, Solstice Power Technologies at 866-826-1997, emailing at [support@solstice.us](mailto:support@solstice.us), or by sending written notice to 186 Alewife Brook Pkwy #1048, Cambridge, MA 02138, Attn: Solstice Power Technologies. Solstice must **receive** Customer's written notice by 5:00 p.m. ET of the third business day after the Agreement Effective Date for termination to be effective prior to the first monthly billing period.

**b. Termination by Owner.** Norstar may terminate this Agreement on 10 days' prior written notice to Customer. Norstar may terminate this Agreement whether or not Customer is in default. Following such termination, Norstar will have no further obligations or liabilities to Customer. Customer's obligation to pay for any Bill Credits allocated to its account will continue even after termination of this Agreement until National Grid stops allocating Bill Credits pursuant to Norstar's instructions.

**c. Early Termination by Customer.** If Customer wishes to terminate this Agreement prior to expiration of the Agreement Term, including whether Customer changes residences, Customer may cancel and terminate this Agreement upon thirty (30) days prior notice by sending written notice to Norstar and paying any balance of what Customer owes for allocated Bill Credits. Norstar anticipates that, following cancellation by Customer, any unused purchased Bill Credits will remain available to Customer to utilize against its National Grid account so as long as Customer remains in the utility service territory. However, it is the sole responsibility of Customer to contact National Grid regarding application of unused Bill Credits. Customer may not assign, sell, pledge, or in any other way transfer Customer's interest in this Agreement without Norstar's prior written consent.

**d. Termination True-Up.** It may be necessary to perform a true-up upon termination of this Agreement by either Norstar or Customer. If the amount of Bill Credits applied to Customer's account is less than the amount of Bill Credits Customer purchased, Norstar will reimburse Customer for the difference unless termination was the result of Customer's default. If the

## COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

amount of Bill Credits applied to Customer's account is greater than the amount of Bill Credits Customer purchased then Customer will be billed for the difference.

### 5. CUSTOMER DEFAULT

This Agreement and the term of this Agreement are subject to the limitation that Customer shall be in default if, at any time during the Agreement Term, Customer fails to make timely payment pursuant to the terms of this Agreement.

### 6. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any New York choice of law principles that would require application of another jurisdiction's laws.

### 7. ENTIRE AGREEMENT

This Agreement contains the Parties' entire agreement regarding the sale and purchase of Bill Credits generated by the Solar Project. There are no other agreements regarding that subject, either written or oral. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or rewritten so as to make them enforceable.

Norstar may amend the terms and conditions of this Agreement upon written notice to Customer, but such amendments may not increase Customer's Customer Allocation or change the Bill Credit Price.

### 8. CUSTOMER INFORMATION

Customer warrants to Norstar that the information it has provided is valid and true. Customer will update Norstar promptly if any of Customer's information changes.

### 9. UTILITY USAGE DATA; PRIVACY POLICY

Customer authorizes Norstar and its Customer Service Provider, Solstice Power Technologies, to obtain information regarding Customer's historical energy usage from National Grid from time-to-time as necessary in Norstar's and Solstice's judgment. This authorization is valid for the Agreement Term. Norstar may obtain information regarding Customer's historical energy usage

## COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

to set the size of Customer's Customer Allocation and to ensure Customer's participation in the Solar Project complies with applicable laws. Customer's information will be used by Norstar employees and may be given to Norstar affiliates, contractors, lawyers, accountants, banks, financiers or other advisers working with Norstar in connection with the Solar Project. Norstar will protect Customer's information from unauthorized disclosure using the same standard of care Norstar uses to protect its own business information.

### **10. DISPUTES**

If Customer has inquiries or complaints that Norstar or Norstar's Customer Service Provider, Solstice Power Technologies, is unable to resolve, Customer has the right to call the Department of Public Service Helpline at 1-800-342-3377.

Customer may use the Helpline to file a complaint or by following the instructions provided at <http://www.dps.ny.gov/complaints.html>.

### **11. RIGHTS UNDER HEFPA AND UBP-DERS**

As a subscriber under this Agreement, Customer has certain rights under the New York Home Energy Fair Practices Act (HEFPA), Public Service Law Article 2, and the Uniform Business Practices for Distributed Energy Resource Suppliers (UBP-DERS), New York Public Service Commission, Case 15-M-0180 (December 1, 2017). Customer can find these rights at:

<http://www3.dps.ny.gov/W/PSCWeb.nsf/All/EAB5A735E908B9FE8525822F0050A299?OpenDocument>

**COMMUNITY SOLAR SUBSCRIPTION AGREEMENT**

I, the herein referenced Customer, have read this Agreement and the Community DG Power Purchase Agreement (PPA) Disclosure Form attached as Exhibit 1 in their entirety and have received complete copies of those documents. I accept these documents and agree to be legally bound by them.

\_\_\_\_\_  
Customer Name (Please Print)

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

**ACCEPTED AND AGREED TO BY:**

Norstar Solar LLC

\_\_\_\_\_  
Richard L. Higgins, Vice President  
Name and Title

\_\_\_\_\_  
*Richard L. Higgins*  
Signature

\_\_\_\_\_  
Date

**COMMUNITY SOLAR SUBSCRIPTION AGREEMENT**

**EXHIBIT 1**

**Community Distributed Generation (DG) Power Purchase Agreement (PPA) Disclosure Form**

Community Distributed Generation Disclosure Form	
<b>Customer Information</b>	[Include Name, Service Address, Mailing Address (if different), and Contact Information]
<b>Distribution Utility</b>	NIMO Operating as National Grid
<b>Overview</b>	This document describes your Community Solar Subscription Agreement. 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.
<b>Price, Fees, and Charges</b>	<p>The subscription price is ninety percent (90%) of the monetary value of the Bill Credits allocated to you on your Utility bill. The dollar amount of the Bill Credits is the monetary value of your portion of the kilowatt-hours of electricity generated each month by the Solar Facility. You agree to purchase the Bill Credits at the Bill Credit Price from Norstar Solar LLC. The amount of Bill Credits generated by your Customer Allocation will vary from month-to-month based on the production of the solar project, such that your Community Solar bill will vary congruently from month-to-month.</p> <p>Customer will have a period of three (3) business days from the “date of issue” of the Norstar bill to remit payment to Norstar. If Customer does not remit timely payment within 3 business days of the date of issue, within twenty (20) days thereafter Norstar will provide Customer with a notice of intent to terminate, providing Customer an additional ten (10) days to cure any late payments associated with Customer’s account. If Customer fails to cure any late payments by the expiration of this grace period, Norstar will notify Customer of the termination of this Agreement and Customer will be unenrolled from participating in the Solar Project.</p> <p>An insufficient funds fee of \$25 (or such lower amount as required by law) for any attempted withdrawal from your Bank Account that is refused by your bank. Overdue amounts will accrue interest at the rate of 12% per year (or such lower amount as required by law).</p> <p>No additional credits or incentives apply.</p>

**COMMUNITY SOLAR SUBSCRIPTION AGREEMENT**

<p><b>Project Location and Customer Allocation</b></p>	<p>Norstar Solar LLC 4834 Rome-Taberg Rd Rome, NY 13440</p> <p>The size of your allocation is determined based on your historical usage over the previous 12 months, not to exceed one hundred percent (100%) of your historical annual usage, and your allocation can be adjusted as your usage habits change over time in our discretion or upon your request.</p>
<p><b>Length of Agreement and Renewal</b></p>	<p>The Agreement Term will be for one (1) year and will renew automatically from year-to-year unless Customer notifies Norstar at least thirty (30) days prior to the end of the Agreement Term that it does not wish to renew the Agreement</p>
<p><b>Early Termination</b></p>	<p>If you wish to terminate this Agreement prior to expiration of the Agreement Term, including whether you change residences, you may cancel and terminate this Agreement upon 30 days written notice to Norstar and paying the balance of what you owe for allocated Bill Credits. You may not assign, sell, pledge or in any other way transfer your interest in this Agreement without our prior written consent.</p> <p>Norstar may terminate this Agreement on 10 days' prior written notice to Customer. Norstar may terminate this Agreement whether or not Customer is in default. Following such termination, Norstar will have no further obligations or liabilities to Customer. Customer's obligation to pay for any Bill Credits allocated to its account will continue even after termination of this Agreement until National Grid stops allocating Bill Credits pursuant to Norstar's instructions.</p> <p>This Agreement and the term of this Agreement are subject to the limitation that Customer shall be in default if, at any time during the Agreement Term, Customer fails to make timely payment pursuant to the terms of this Agreement.</p>
<p><b>Estimated Benefits</b></p>	<p>You will receive monetary Bill credits on your Utility bill as a result of this agreement. You will receive a bill from us for 90% of the monetary value of the Bill Credits, which will result in savings to you of 10% off the monetary value of the Bill Credits you receive.</p>
<p><b>Guarantees</b></p>	<p>This contract does not guarantee savings. This contract does not guarantee a minimum level of system performance or production of energy</p>

**COMMUNITY SOLAR SUBSCRIPTION AGREEMENT**

<b>Data Sharing and Privacy Policy</b>	You authorize us to obtain information regarding your historical energy usage from National Grid from time-to-time as necessary in our judgment. This authorization is valid for the Agreement Term. We may obtain information regarding your historical energy usage to set the size of your Customer Allocation and to ensure your participation in the Solar Project complies with applicable laws. Your information will be used by our employees and may be given to our affiliates, contractors, lawyers, accountants, banks, financiers or other advisers working with us in connection with the Solar Project. We will protect your information from unauthorized disclosure using the same standard of care we use to protect our own business information.
<b>Right to Cancel Without Penalty</b>	You have the right to terminate the contract without penalty within three business days after signing the contract by calling Provider at 866-826-1997, emailing at <a href="mailto:support@solstice.us">support@solstice.us</a> , or by sending written notice to 186 Alewife Brook Pkwy #1048, Cambridge, MA 02138, Attn: Solstice Power Technologies. We must <b>receive</b> your written notice by 5:00 p.m. ET on the third business day after the Agreement Effective Date for your termination to be effective.
<b>Customer Rights</b>	Solstice Power Technologies is your customer service provider. 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 <a href="http://www.dps.ny.gov/complaints.html">http://www.dps.ny.gov/complaints.html</a> .
<b>Preparer Name and Contact Information</b>	Salesperson Name: Solstice Email: <a href="mailto:docusign@solstice.us">docusign@solstice.us</a>

Signature of Authorized Company Official or Representative:

Date:

*Richard L. Higgins*

Signature of Customer:

Date:

EXHIBIT 2

**AUTHORIZATION FOR AUTOMATIC PAYMENTS FROM CUSTOMER'S CHECKING OR SAVINGS ACCOUNT OR CREDIT CARD**

Setting up automatic payments from a personal or business checking or savings account, or credit card is a convenient service that could save the customer time and money and ensures monthly payments will always be made on time. Customer and Norstar agree to establish automatic payments of the payments due under the Community Solar Subscription Agreement (the "Agreement") between the Parties ("Authorization Agreement"). Customer authorizes Norstar's Customer Service Provider, Solstice Power Technologies, to initiate debit entries to the customers checking or savings account, or credit card for (i) monthly payments for Bill Credits under the Agreement and applicable excise, sales and use (or similar tax); and (ii) any insufficient funds fees or late payment interest as set forth in 2(d) of the Agreement. Customer authorizes the depositing financial institution named below to enter such debits or credits to such account. Customer also acknowledges that Norstar may assign the Agreement to a third-party and that the assignee may then initiate debit entries per this Authorization Agreement.

**Payment Terms.** Norstar's Customer Service Provider, Solstice Power Technologies, will supply Customer with a monthly bill detailing the amount owed for that billing period, as set forth in Section 2(c) of the Agreement. Solstice will process debit entries to the above account in an amount not to exceed the amount due under the Agreement for scheduled monthly payments.

**Notice of Changes.** Customer acknowledges that the automatic payment information provided is correct. If this information changes, Customer must notify Norstar and Solstice immediately. If Norstar incurs any fees as a result of inaccurate or out-of-date information, Norstar will bill Customer for those charges.

Solstice will notify Customer each month of the amount of the next scheduled withdrawal from Customer's account, prior to making that withdrawal.

**Limitation of Liability.** Norstar bears no liability or responsibility for any losses incurred due to any delay in the actual date on which the bank account is debited. In order to process the electronic funds transfer, Customer must have sufficient funds available in the bank account provided. Additionally, Customer is responsible for any fees the account-holding financial institution may charge for electronic payments. Customer agrees to be bound by any rules the account-holding financial institution requires for automatic electronic payments.

**COMMUNITY SOLAR SUBSCRIPTION AGREEMENT**

**Termination and Right to Cancel.** Customer acknowledges that this Authorization Agreement will not be terminated until the Agreement is paid in full, or Customer provides written notification via certified mail of such termination of this Authorization Agreement and have allowed Norstar a reasonable amount of time to act upon the request. The termination of this Authorization Agreement does not terminate the Agreement or Customer’s obligation to make payments required by the Agreement. Under federal law, Customer has the right to stop an automatic payment. Customer must give at least three (3) business day’s oral or written notice before the scheduled payment date in order to stop an automatic payment.

By signing below, Customer represents to Norstar that all persons whose signatures are required to withdraw funds from the above referenced account have executed this Authorization Agreement. Customer acknowledges receipt of a copy of this Authorization Agreement for its records.

**CUSTOMER**

**ACCOUNT CO-OWNER**

\_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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