



## Community Solar Subscription Agreement

### The Seller and the Buyer (the “Parties” to this “Agreement”)

#### Buyer (“You” and “Your”)

Phone:

Mailing Address:

City/Town, State, Zip:

Email:

Electric Company: Eversource

Electric Meter Account #:

Electric Meter Address

City/Town, State, Zip:

Your Discount: 15% of the Credits you receive on your electric bill. (You’ll pay Co-op Power 85% of the Credit on Your electric bill.)

#### Seller

Name: Co-op Power, Inc.

Contact: Mark Skinder

877-266-7543

296 Nonotuck Street, #4

Northampton MA 01062

info@cooppower.coop

[www.cooppower.coop](http://www.cooppower.coop)

Community Solar Array: **Cloverdale, Churchill or Hinsdale Community Solar**

Community Solar Array Owner: APE Berkshires, LLC

Electric Company: Eversource

Load Zone: WCMA



NOTE: Seller will notify Buyer when the Electric Company gives permission for the Community Solar Array to begin distributing net metering credits

**BASIC DEFINITIONS:** Not everyone can put a solar array on their own property. In order to give more people access to the benefits of solar, the Commonwealth of Massachusetts passed laws that allow a group of people to share a Community Solar Array that is not on their own property. The laws say when a Community Solar Array produces electricity and sends the electricity to the grid, the Electric Company will convert each unit of the electricity it receives into a “*Net Metering Credit*” or “*Credit*” and assign it to the “*Community Solar Array Owner*” or “*Owner*”. The *Owner* can then assign the *Credits* to other electricity accounts in their region. The specific *Community Solar Array* and *Community Solar Array Owner* for this Agreement are described above.

The Seller has organized a group of purchasers (a “*Buying Group*”) to help You access *Net Metering Credits* from nearby community solar arrays so you can reduce your electric bill and support the development of solar arrays in our region. When You sign this Agreement, You are agreeing to purchase *Net Metering Credits* from the *Community Solar Array* as part of the *Buying Group*. “*Your Share*” of the *Community Solar Array*’s *Net Metering Credits* produced each month is calculated by dividing the *# of Shares* by the *Size of the Array* as noted above.

**BASIC TERMS OF THIS AGREEMENT:** When You sign this Agreement, the *Owner* will tell Your Electric Company to give You a *Credit* on Your monthly electricity bill each month based on *Your Share* of the *Community Solar Array*’s *Net Metering Credits* that were produced by the *Community Solar Array* the previous month. The Electric Company will issue *Credits* for *Your Share* and assign them to Your electric account. You will pay The Seller 85% of the value of the *Credits* applied to Your electric account. In a given month, if *Your Share* results in a *Credit* greater than Your monthly electricity bill, the extra *Credits* will be applied to Your future electricity bills; and, if *Your Share* results in a *Credit* less than Your monthly electricity bill, You will owe the balance to Your Electric Company. In sunnier months, the *Community Solar Array* will produce more electricity than in months that are less sunny, so You’ll generally receive more *Credits* in the summer than in the winter.

Your signature and The Seller’s signature at the end of this Agreement show that You and The Seller agree to the following:

1. Basic Terms

- a. *Your Monthly Share* of the *Community Solar Array*’s *Net Metering Credits* is calculated by multiplying the total *Credits* produced by the *Community Solar Array* by “*Your Share*” of the *Credits*.
- b. A “*Net Metering Credit*” is the dollar value that the electric company assigns to *Your Share* of the electricity produced by the array.
- c. Your “*Discount*” is 15% off the value of the *Net Metering Credits* applied to Your electric bill.
- d. Your “*Payment*” for the *Net Metering Credits* is the dollar value of the *Net Metering Credits* applied to Your electric account minus Your *Discount* (15% of the dollar value of the *Net Metering Credits* applied to Your electric account). You pay nothing when You sign this agreement. You only pay for *Credits* You receive at the discounted rate. There are no other payments due to Seller unless You fail to pay for Your *Credits* within 30 days after the due date for payment therefor set forth in Your invoice or You Terminate this agreement without 6 months’ prior written notice to The Seller.



- e. You agree to open a Common Good account and will make Your Payment each month through that account automatically, when invoiced by the Seller.
- f. The “Term” of Agreement begins on the date You and The Seller sign this Agreement and continues for 20 years with an option to renew if both Parties so agree in writing.
- g. The “Parties” to this Agreement are You (the Buyer), including Your heirs and successors, and The Seller, together with its successors and assigns.
- h. The Seller agrees to sell You Net Metering Credits and You agree to purchase from Seller Net Metering Credits in the amount equal to Your Share for the Term of this Agreement. You understand that in sunnier months, Your bills will be higher and You may pay for Net Metering Credits that will apply to Your future electric bills. The Seller will invoice You monthly for Your Payment and You agree to pay using a Common Good account by the due date for payments set forth in the applicable invoice. If a Common Good account is not available, You agree to pay by direct electronic withdrawal from Your checking or savings account (ACH payment) or by a preauthorized recurring credit card charge. You will execute any required forms in order to authorize such electronic withdrawal or recurring credit card charge within 30 days after entering into this Agreement or within 30 days after receiving notice that your current payment arrangements will be discontinued. You agree to pay any applicable sales or use taxes associated with this purchase if invoiced by The Seller or by Your local jurisdiction within 30 days following invoice therefor, unless prohibited by law. If The Seller does not receive Your payment by the due date on the invoice, The Seller may charge You an administrative late fee of the lesser of (i) 2% per month on the portion of Your balance that is more than 30 days past due and (ii) the maximum amount permitted under and subject to applicable law. If any payment is not received within 60 days following the due date for such payment set forth in the applicable invoice, You shall be required to make such payment, together with any interest and penalties thereon, to The Community Solar Array Owner.
- i. The Community Solar Array will deliver electricity to the Electric Company. The Electric Company will assign Your Share of the Net Metering Credits to Your electric account with the Electric Company. The Electric Company is solely responsible for calculating the value of the Net Metering Credit to apply to Your account in accordance with the rate structures established by the Massachusetts Department of Public Utilities and the value of such Net Metering Credits applied to Your account, as evidenced on Your electric bill, shall be conclusive. You agree to execute any documentation reasonably required in order to establish Your Net Metering Credits on Your account, as requested by any of The Seller or The Community Solar Array Owner.
- j. You have no ownership stake in the Community Solar Array. You cannot claim or receive any tax, environmental or other credits, grants, subsidies, renewable energy credits, carbon offset credits, rebates or other benefits related to the Community Solar Array or its output, or any other benefits of owning the Community Solar Array, now or in the future, other than the Net Metering Credits described herein. Further, You have no right to sell, give away, transfer, pledge, remove, relocate, alter or tamper with the Community Solar Array at any time. Your Payments for Net Metering Credits entitle You only to the Net Metering Credits You receive at a discount. Except for the receipt of discounted Net Metering Credits described herein, You will not profit in any way from the Community Solar Array. You will have no responsibility for the Community Solar Array or bear any risk of loss, damage, theft, destruction or similar occurrence of any part or all of the Community Solar Array during the Term. You will not have the option to buy any equipment of the Community Solar Array at any time during or at the end of the Term unless mutually agreeable terms are agreed to and a separate agreement is signed at that time.



- k. The title to and risk of loss of the Net Metering Credit will pass from The Seller to You when the Net Metering Credit is applied to Your electric account by the Electric Company.
- l. Section 1.j and 1.k will survive the Termination of this Agreement.
- m. You agree to be a Co-op Power Owner-Member in Good Standing for the duration of this Agreement. Being a Member in Good Standing means you're up to date with your membership payments and supporting your Community Energy Co-op and Co-op Power (the network of Community Energy Co-ops) as you're able.
- n. You agree to allow Co-op Power, APE Berkshires, LLC and Common Good to share the information you give us as required to provide this service to you.
- o. We are committed to selling at least 20% of these Community Solar Shares to households with limited resources. If Your household might qualify, please consider registering with Community Action to see if You qualify under the rules of our US Department of Energy Sun Shot grant award. If You do qualify, You agree to allow Community Action to let Co-op Power know that Your household income qualifies.

## 2. Agreement Termination

- a. You can "Terminate" this Agreement before the end of the Term in the following ways:
  - i. If You give The Seller six months' prior notice in writing setting forth in such writing the date on which You elect to Terminate this Agreement.
  - ii. If, by the date that is fifteen months after the "Anticipated Start Up Date" set forth on the first page of this Agreement, You have not started receiving Net Metering Credits on Your electric bill, You may, at any time thereafter prior to the receipt of Net Metering Credits or a notice that you will be receiving Net Metering Credits within 60 days, notify The Seller in writing that You elect to Terminate this Agreement.
- b. The Seller can Terminate this Agreement at any time before the end of the Term by notifying You in writing that the Community Solar Array will not deliver Net Metering Credits to You in the future.
- c. If You or The Seller Terminate this Agreement early in accordance with the above sections 2(a) or (b), as applicable, both You and Seller shall continue to perform Your obligations under this Agreement through the date on which this Agreement is Terminated. After the Agreement is Terminated, The Seller and You have no further obligations, except any that specifically survive the Termination of this Agreement.

## 3. Agreement Assignment

- a. You can change the electric account that Your Net Metering Credits are applied to by providing written notice to The Seller identifying the new account information as long as the Account is with the same Electric Company in Western Massachusetts. The change will take place as soon as the Electric Company allows The Seller to make such change (generally within six months). The Seller shall have no liability for the value of any Net Metering Credits You do not receive as a result of such change and the delay in application of such Net Metering Credits to Your new account.
- b. You may not give, sell, transfer or assign this Agreement, either in whole or in part, without The Seller's express written consent, except You may assign this Agreement to another person (the "Assignee") who (i) maintains an electric account within Your Electric Company's load zone, (ii) pays their electric bill on time each month, (iii) provides the current month's bill for their electric account to the Seller, (iv) assumes all Your obligations under this Agreement and (v) signs the Assignee Amendment Form found in Attachment #2. You will continue to receive Net Metering Credits and be responsible for the Payments until the Electric



Company allows The Seller to transfer the Credits to the Assignee's account. The Seller shall have no liability for the value of any Net Metering Credits not received by You or Assignee as a result of such assignment and the delay in application of such Net Metering Credits to Your new account.

- c. If You terminate Your electric account with the Electric Company without assigning this Agreement pursuant to clause (b) above, You will be deemed to have Terminated this Agreement.
- d. The Seller may assign, lease, sublease or transfer any rights or obligations under this Agreement to any third party without notice for any purpose, including, without limitation, to APE Berkshires LLC for collection of unpaid amounts.

#### 4. Termination for Default.

- a. Buyer will be in default if Buyer fails to make a monthly Payment within 30 days after the date specified for such payment in any invoice received from The Seller. If Buyer is in default, The Seller may terminate this Agreement without Buyer's consent. If The Seller terminates this Agreement due to Buyer's default, Buyer shall continue to pay to The Seller the Payment owed in respect of any Net Metering Credits that are applied to the Buyer's electric account by the Electric Company until the Net Metering Credit allocation has been changed with the Electric Company by The Seller, for a maximum of 6 months of Net Metering Credits. In addition Buyer shall pay all costs incurred by The Seller to collect overdue amounts owed by Buyer. APE Berkshires LLC will collect on accounts overdue more than 60 days. This Section 4(a) shall not otherwise limit a party's remedies at law or equity.

#### 5. Entire Agreement

- a. This Agreement contains the Parties' entire agreement, and there are no other agreements between the Parties regarding the Community Solar Array or the Net Metering Credits, either written or oral.

#### 6. Modifications in Writing; Enforcement, Survival

- a. Any amendment or other change to this Agreement must be in writing and signed by both Parties.
- b. Any delay or failure of a Party to enforce the obligations of the other Party under this Agreement shall not constitute a waiver of such obligations or a Party's right to enforce the same and shall not affect the validity of this Agreement.
- c. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties' benefits, the matter shall be resolved by arbitration and an arbitrator may reform the Agreement as the arbitrator deems just and equitable in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

#### 7. Governing Law

- a. This Agreement is governed by the law of the Commonwealth of Massachusetts without giving effect to the principles of conflict of laws that would require the application of any other law.



8. Notices:

- a. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing, shall be deemed delivered upon receipt (except notice provided by email shall be deemed delivered upon confirmation of receipt, of which auto-reply is insufficient), and shall be sent by any of the following methods: first class mail, return receipt requested; reputable overnight courier; certified mail, return receipt requested; or email transmission. The communications shall be sent to the Parties' addresses stated on page 1.

9. Limitation of Liability and Warranty Disclaimer:

- a) To the maximum extent permitted by law (1) Seller's liability to Buyer under this agreement shall be limited to direct, actual damages only and will in no event exceed the amount paid by Buyer to Seller under this agreement; and (2) in no event shall either party be liable to the other for consequential, punitive, exemplary, or indirect damages. This amount of liability is Buyer's sole and exclusive remedy, and Buyer hereby waives all other remedies or damages at law or equity; and
- b) Except as expressly provided herein, Seller makes no warranty or representation, either express or implied, regarding its obligations or the Community Solar Array. Seller disclaims all warranties of merchantability or fitness for a particular use or purpose.

10. Indemnification: To the maximum extent permitted by law, Buyer and Seller agree to indemnify, defend, and hold harmless each other, including their successors and assigns, and their employees, officers, directors, and agents, from any and all losses, liabilities, damages, claims, actions, costs, judgments, expenses (including reasonable attorneys' fees and expenses), penalties, demands, and liens asserted by or resulting from claims, actions, suits, or demands by any third party, of any kind or nature arising out of, connected with, relating to or resulting from the failure of Buyer or Seller to comply with any of the terms or conditions of this agreement. This section shall survive the termination of this Agreement.

11. Buyer shall cooperate with Seller and Electric Company to make any amendments reasonably necessary to ensure this Agreement and the transactions contemplated hereby comply with Massachusetts Community Shared Solar net metering laws and regulations.

\*Buyer, You may cancel this Agreement if You notify The Seller in writing, within three (3) days following the signing of this Agreement. See the attached Three Day Agreement Termination Notice for more information about Your right to Terminate this Agreement.

**Buyer:**

**Seller: Co-op Power**

Date:

Date:

Name:

Name: Mark Skinder, Dir. of Energy Services

Signature:

Signature:



## ATTACHMENT #1

### The Three Day Agreement Termination Notice

Note: The following form is made available for the purpose of exercising Your cancellation right within the three business day cancellation period described above. **If You don't want to cancel this Agreement, do not sign this form.**

#### Cancellation Right

You may cancel this Net Metering Credit Purchase and Sale Agreement, without penalty or obligation, by sending us a written cancellation notice within three business days of the date You initially signed this Agreement. To cancel the Agreement, deliver a signed and dated copy of this Cancellation Notice (or any other written cancellation notice identifying You and this Agreement) to us at: Co-op Power, 296 Nonotuck Street, Suite #4, Florence, MA 01062 no later than midnight on the date that is three business days from the date You signed the Agreement. If You do not provide us written cancellation notice within that three-day period, You will no longer have a right to cancel this Agreement and You will be responsible for Your obligations under the Agreement.

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

#### Notice of Cancellation

You may cancel this Agreement, without any penalty or obligation, within three business days from the date You initially signed this Agreement.

Note: The following form is made available for the purpose of exercising Your cancellation right within the three business day cancellation period described above. **If You don't want to cancel this Agreement, do not sign this form.**

I/We, \_\_\_\_\_ hereby sign this cancellation notice on \_\_\_\_\_, 2017 and have delivered to Co-op Power on or before midnight of the date that is three business days from the date I signed the Agreement.

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





## **ATTACHMENT #2**

### **Assignee Amendment Form**

(To use if You, the Buyer, are ready to Assign this Agreement to another Buyer who has an Electric Account with the same Electric Company within Western Massachusetts.) The Electric Company has to begin assigning the Credits to the Assignee's Electric Account before this agreement goes into effect.

#### **Buyer**

Name:

Phone:

Mailing Address:

City/Town, State, Zip:

Email:

Electric Meter Account #:

Electric Meter Address (if different):

City/Town, State, Zip:

#### **Buyer Assignee**

Name:

Phone:

Mailing Address:

City/Town, State, Zip:

Email:

Electric Meter Account #:

Electric Meter Address (if different):

City/Town, State, Zip:

I agree to sign over my Community Solar Net Metering Purchase and Sale Agreement to the Buyer Assignee above.

#### **Signature of Buyer**

By:

Name:

Date:

I agree to assume responsibility as the Buyer for this Agreement.

#### **Signature of Buyer Assignee**

By:

Name:

Date: