



## New York City Community Energy Cooperative Subscription Agreement

(this "Agreement")

NEW YORK CITY COMMUNITY ENERGY CO-OP AND BUYER (THE "PARTIES" TO THIS AGREEMENT)

### *Buyer ("you" and "your")*

, ,

### *Buyer Utility Information*

Electric Company:

Electric Meter Account #

,

### *Discount and Fees*

Your Discount: 15% of the Credits you receive on your electric bill

NYC Community Energy Co-op Membership Payment

Option:  upfront payment of the Membership Fee (as defined herein)  monthly payment equal to 1.5% of Credits received each month up to the full Membership Fee

### *Seller*

Name: New York City Community Energy Cooperative ("NYCCEC")

Contact: Ernesto Cruz

Address: PO Box 211115

City/Town, State, Zip: Brooklyn NY 11221

Email: [NYCCEC@cooppower.coop](mailto:NYCCEC@cooppower.coop)

### *Community Solar Array Information*

Community solar array: Solar Array on the roof of the Brooklyn Army Terminal (80 58th St, Brooklyn, NY 11220) (referred to in this Agreement as the "Community Solar Array")

Community Solar Array Owner: Sunset Park Solar LLC

Capacity of the Array: 685.3 kilowatts-DC

Electric Company: Con Edison

Load Zone: J

Anticipated Start Up Date: 1/1/2020

NOTE: NYCCEC will notify you when Con Edison gives permission for the Community Solar Array to begin distributing Credits to your electric account (defined below).



## OVERVIEW

**PROJECT DESCRIPTION:** Sunset Park Solar is a community-focused solar project being developed by a team of non-profit partners, including UPROSE (Sunset Park's oldest Latino community-based organization promoting sustainability and resiliency), the New York City Community Energy Cooperative ("NYCCEC") and Solar One. NYCCEC is part of Co-op Power, a consumer-owned energy cooperative that works for justice and sustainability throughout the Northeastern United States. The solar array will be located on top of the Brooklyn Army Terminal Building in Sunset Park, Brooklyn (the "Community Solar Array"). Most of the Project's subscribers will be recruited from the local community by UPROSE. About 150 families will share this array as part of the NYCCEC's buying group.

### Why join NYCCEC?

You will receive a 13.5% discount for electricity produced by the Community Solar Array.

### How does it work?

By signing this agreement, you will become a member of NYCCEC. As a member of NYCCEC, a portion of the value of the electricity produced by the Community Solar Array will be credited to your Con Edison account. You will pay NYCCEC for the credits you received from the Community Solar Array, but you will only pay 85% of the value of those credits, plus a fee of 1.5% to compensate NYCCEC for its operation of the project, which will give you a total discount of 13.5% on the electricity produced by the Community Solar Array.

If the credits you receive are greater than your electric bill, you will only pay for the credits you use in that month. Unused credits will roll over until they can be applied to one of your next monthly bills.

NYCCEC will estimate the credits that you will need to cover most of your electric bill over a year by looking at your electricity usage in the previous year, and will adjust your credits each quarter so that you will have enough credits to cover most of your electric bill over the course of a year (as projected from your previous electricity usage), and will allocate credits to your account based on those estimates. The credits applied will on average cover most of your electricity costs over a year. Each month your credits will vary as a result of the weather and seasonal changes.

NYCCEC may increase the discount that is passed along to members of NYCCEC if the costs to build and operate the Community Solar Array are lower than the costs that are currently estimated. If those costs are lower than currently estimated, NYCCEC may lower the cost of the credits, and increase your savings on your electricity bills.

In becoming a member of NYCCEC, and by signing this agreement, you agree to set up an account with the selected billing provider of NYCCEC and pay for the credits that are used to pay your electric bill each month. You agree that you will sign any required forms in order to authorize electronic withdrawal within 30 days after entering into this Agreement or within 30 days after receiving notice that your current payment arrangements will be discontinued.

This Agreement begins on the date you and NYCCEC sign this Agreement and continues until September 1, 2044. You will have an option to renew this Agreement after 2044.

### What if I need to terminate this agreement?

Don't worry. You can cancel your subscription with one month's written notice with no penalty. You will only have to pay for any remaining credits that you have not paid for yet.



**In order to participate in this program, you agree to join NYCCEC by signing a membership agreement, which will be provided to you separately.** Co-op Power is a decentralized network of energy co-ops in the Northeast, where members come together to create a more sustainable and just energy future by pooling capital, purchasing power, and voting power to own and control energy resources. You understand that your membership entitles you to the benefits of membership in NYCCEC, including, but not limited to, setting local energy priorities, raising capital from members to invest in their own local energy projects, and organizing buying groups by contracting with local vendors to bring additional energy resources. Your membership entitles you to a vote in membership meetings and a share of any profits distributed to members.

### **Membership Fee**

Residential customers pay the nonrefundable NYCCEC and Co-op Power Membership Fee, either:

- a. 1.5%/month of credits allocated to your account, until a total of \$250 is paid OR
- b. \$250 upfront (which will give the cooperative more funds to support the development of community solar projects).

Commercial customers pay the nonrefundable NYCCEC and Co-op Power Membership Fee, either:

- c. 1.5%/month off credits allocated to your account, until a total of \$975 is paid OR
- d. \$975 upfront (which will give the Co-op more funds to support the development of community solar projects).

If your Membership is terminated, you will owe no additional Membership Fees. When you sign this agreement, you are saying that you understand and agree that your Membership is not an investment that provides a return or dividend and it will not appreciate in value. You cannot sell your membership. You can only transfer it as a gift to a member of your immediate family that lives with you. You are also agreeing to abide by the Co-op Power articles of incorporation, by-laws and membership rules found on [www.cooppower.coop](http://www.cooppower.coop).

### **DETAILED TERMS OF AGREEMENT**

By NYCCEC's and your signature below, and notwithstanding the foregoing overview, you and NYCCEC hereby agree to the following:

#### **1. Definitions:**

- a. A **"Credit"** is the dollar value of your share of solar energy produced by the Community Solar Array during the last monthly billing period that will be applied to reduce your Con Edison bill by such dollar value.
- b. Your **"Discount"** is 15% off the value of the Credits applied to your electric bill, or any larger percentage which NYCCEC may apply to your Credits from time to time.
- c. Your **"Payment"** to NYCCEC for the Credits is the dollar value of the Credits applied to your Con Edison bill, up to the total amount of your bill, minus your Discount.
- d. **"Member"** refers to a member of the New York City Community Energy Cooperative and the Northeast regional network of energy cooperatives called Co-op Power.
- e. The **"Membership Fee"** is \$250 for households (individually metered residential electric customers) or \$975 for businesses, institutions or multifamily buildings (commercial). The fee may be paid, at your



option, by one payment, or monthly payments equal to 1.5% of the value of the Credits applied to your monthly electricity bill payable until \$250 (in the case of households) or \$975 (in the case of commercial customers) has been paid in total.

- f. The "**Term**" of Agreement begins on the date you and NYCCEC sign this Agreement and continues until September 1, 2044 with an option to renew if both Parties so agree in writing.
  - g. The "**Parties**" to this Agreement are you (the Buyer) and NYCCEC, together with its successors and assigns.
2. Membership :
- a. By signing this Agreement, you agree to become a Member of the New York City Community Energy Cooperative and the Northeast regional network of energy cooperatives called Co-op Power.
  - b. You will pay the Membership Fee to NYCCEC or such other person or legal entity as directed in this Agreement. If this Agreement is terminated before the full Membership Fee is paid, you will have no continuing obligation to pay any remaining amount of your Membership Fee. NYCCEC will have no obligation to refund a Membership Fee for any reason.
  - c. As a Member, and by signing this Agreement:
    - i. You understand and agree that your Membership is not an investment that provides a return or dividend and it will not appreciate in value;
    - ii. You understand and agree that you cannot sell your Membership. You agree that you can only transfer your Membership as a gift to a member of your immediate family that lives with you;
    - iii. You understand and agree that your Membership will not transfer to you any ownership rights in the Community Solar Array, and will not transfer to you any other rights, property or benefit other than those rights expressly set forth in this Agreement; and
    - iv. You understand and agree that your Membership will be governed by this Agreement, and by Co-op Power, Inc.'s articles of incorporation, by-laws and membership rules found on [www.cooppower.coop](http://www.cooppower.coop).

3. Account Credits:

- a. NYCCEC, in its reasonable discretion, will estimate the Credits that you will receive in each month based on your energy use during the previous year, and will adjust the Credits that you will receive on a quarterly basis or at the times it deems appropriate so that your electricity bill each month is mostly covered by Credits.
- b. Credits will be applied to each electricity bill in proportion to your share of the electricity produced by the Community Solar Array (as determined by NYCCEC according to Section 3.a. above), and your electricity bill will be reduced by the value of the Credits applied to your account. You acknowledge that Con Edison is solely responsible for calculating the value of the Credits to apply to your account in accordance with the rate structures established by the State of New York and the value of such Credits applied to your account, as evidenced on your electric bill, shall be conclusive, subject to any adjustments by Con Edison or NYCCEC. You agree to execute any documentation reasonably required in order to establish your Credits on your account, as requested by NYCCEC.
- c. You agree that you will pay NYCCEC for the dollar value of the Credits that you received in a given billing period, minus the Discount, and that such payments will be made according to the terms of Section 4 below. You acknowledge and agree that NYCCEC may change the Discount in its sole discretion.
- d. If your Credits exceed your electricity costs in any month, any excess Credits will be applied to the next month's bill. Excess Credits not used in any month will roll over to the next month until such Credits are applied to your electricity bill.



- e. 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 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. 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.
- f. The title to and risk of loss of the Credits will pass from NYCCEC to you when the Credits are applied to your account by Con Edison.
- g. NYCCEC may suspend the application of Credits to your electric bill (in coordination with Con Edison) and may apply Credits to your future bills (or coordinate with Con Edison to apply Credits), each at NYCCEC's sole discretion, once you have made all required Payments.

4. Payment Details:

- a. You acknowledge that NYCCEC will hire a third party service provider to provide services related to management of Members' accounts, and you agree that you will open an account with the third party service provider as directed by NYCCEC, and that you will enter agreements and do any other things required by NYCCEC or the third party service provider to open and maintain an account.
- b. NYCCEC will send you a bill for your payment that is separate from your monthly electricity bill. You will make payments to NYCCEC in the amount and in the manner specified in the bill, or as otherwise specified by NYCCEC in writing.
- c. You will be responsible for paying the balance of your monthly Con Edison bill after Credits are applied.
- d. You agree that you will sign 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.
- e. You agree to pay any taxes associated with this Agreement or your Membership and any taxes associated with any payments made according to this Agreement that are invoiced to you by NYCCEC within 30 days, and you agree to timely pay any taxes that your local jurisdiction or any other taxing authority require you to pay in connection with this Agreement and your Membership.
- f. If NYCCEC does not receive your Payment within 15 days of the due date on the invoice, NYCCEC may charge an administrative late fee of (i) 2% per month on the portion of your balance that is more than 15 days past due or (ii) the maximum amount permitted under and subject to applicable law, whichever is less. If a payment is not received within 30 days following the due date for such payment set forth in the applicable invoice, your next Payment will also include any unpaid balance from previous invoices, together with all fees and interest.

5. Disclosure of information:

- a. You agree to allow NYCCEC and its contractors to share information that you give us as required to provide this service to you. NYCCEC and its contractors will only share information necessary for carrying out this service. NYCCEC and its contractors and assigns may share data not containing any of your personal or identifying information.

6. Agreement Termination:

- a. You can terminate this Agreement with no cancellation fee before the end of the Term if you give NYCCEC 30 days' prior notice in an email or letter to NYCCEC (see Section 12 and page 1 of this Agreement for contact details and further information) specifying the date on which you elect to terminate this Agreement.



- b. You agree to pay NYCCEC for all Credits applied to your account prior to the date on which this Agreement is terminated. If NYCCEC does not receive your payment in full prior to the date on which this Agreement is terminated, NYCCEC may charge an administrative late fee of the lesser of (i) 2% per month on the unpaid portion of your balance and (ii) the maximum amount permitted under and subject to applicable law, whichever is less. If a payment is not received within 30 days following the date on which this Agreement is terminated, you shall be required to make such payment together with any interest and penalties thereon to NYCCEC, and pay any taxes associated with such payment. In addition, you shall pay all costs incurred by NYCCEC to collect overdue amounts owed by you (including, without limitation, any costs associated with a third-party collection agency).
- c. NYCCEC can terminate this Agreement at any time before the end of the Term by notifying you in an email or a letter that the Community Solar Array will not deliver Credits to you in the future.
- d. If you or NYCCEC terminate this Agreement early in accordance with the above sections 6.a. or 6.c., as applicable, both you and NYCCEC shall continue to perform your or its respective obligations under this Agreement through the date on which this Agreement is terminated. After the Agreement is terminated, NYCCEC and you will have no further obligations under this Agreement, except any that specifically survive the termination of this Agreement.

#### 7. Agreement Assignment:

- a. You can change the Con Edison account that your Credits are applied to by providing written notice to NYCCEC identifying the new account information as long as the account is with Con Edison in New York City. The change will take place as soon as Con Edison allows NYCCEC to make such change (generally within 30 days). NYCCEC will use reasonable efforts to apply Credits to your new Con Edison account in a reasonable amount of time, but NYCCEC will have no obligation to pay for any costs that result from a delay in application of Credits to your new account, or for Credits that are not applied to your account during any such transition.
- b. You may not give, sell, transfer or assign this Agreement, either in whole or in part, without NYCCEC's express written consent.
- c. If your Con Edison account is going to be terminated or transferred to a new address, you must notify NYCCEC by the contact information contained on the first page of this Agreement at least 30 days in advance. If you terminate your account with Con Edison without assigning this Agreement pursuant to clause 7(b) above, you will be deemed to have terminated this Agreement.

#### 8. Termination for Default:

- a. You will be in default if you fail to make a payment for a billing period within 30 days after the date specified for such payment in any invoice received from NYCCEC. If you are in default, NYCCEC may terminate this Agreement immediately without your consent. If NYCCEC terminates this Agreement due to your default, you shall continue to pay to NYCCEC the payments owed in respect of any Credits that are applied to your account by Con Edison until you have paid for the Credits that have been allocated to your bill. In addition, you shall pay all costs incurred by NYCCEC to collect overdue amounts owed by you (including, without limitation, any costs associated with a third-party collection agency).

#### 9. 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 Credits, either written or oral.

#### 10. Modifications in Writing; Enforcement, Survival:

- a. Any amendment or other change to this Agreement must be in writing and signed by you and NYCCEC.
- b. Any delay or failure to enforce NYCCEC's rights under this Agreement will not constitute a waiver of NYCCEC's rights under this Agreement, and will not affect NYCCEC's ability to enforce its rights under this Agreement.



- c. If any part of this Agreement is found to be or is otherwise invalid or unenforceable, the remainder of this Agreement will persist as a valid and enforceable agreement.
- d. Sections 3.c., 3.e., 3.f., 4.e., 6.b., 6.d., 9.d., 14 and 15 will survive the Termination of this Agreement.
- e. If this Agreement is translated to a language other than English, the English version of this Agreement will control.

11. Governing Law:

- a. This Agreement is governed by the laws of the State of New York.

12. Notices:

- a. All notices and other formal communications will 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.

13. Limitation of Liability and Warranty Disclaimer:

- a. To the maximum extent permitted by law (1) NYCCEC's liability to you under this Agreement shall be limited to direct, actual damages only and shall in no event exceed the amount paid by you to NYCCEC 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 your sole and exclusive remedy, and you hereby waive all other remedies or damages at law or equity; and
- b. Except as expressly provided herein, NYCCEC makes no warranty or representation, either express or implied, regarding its obligations under this Agreement or the Community Solar Array. NYCCEC disclaims all warranties of merchantability or fitness for a particular use or purpose.

14. Indemnification: To the maximum extent permitted by law, you agree to indemnify, defend, and hold harmless NYCCEC and its successors and assigns, and its 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 your failure to comply with any of the terms or conditions of this Agreement. This section shall survive the termination of this Agreement.

15. You shall cooperate with NYCCEC and Con Edison to make any amendments reasonably necessary to ensure this Agreement and the transactions contemplated hereby comply with State of New York and New York City community solar laws and regulations, as determined necessary by NYCCEC in its sole discretion.

**Buyer:**

By:

Name:

Date:

**Seller:** New York City Community Energy Cooperative

By:

Name:

Date:



## New York City Community Energy Co-op

PO Box 211115, Brooklyn NY 11221, 877-266-7543 ext 4, [NYCCEC@cooppower.coop](mailto:NYCCEC@cooppower.coop)

### Attachment #1: Community Distributed Generation Disclosure Form

<b>Customer Information</b>	[Customer's Name]  [Service Address]  [Mailing Address (if different)]  [Contact Information]
<b>Distribution Utility</b>	Con Edison
<b>Overview</b>	This document describes our Community Solar Subscription program (this document is referred to as the "Disclosure"). In the event that the terms in this statement conflict with terms appearing elsewhere in your Subscription Agreement (referred to in this Disclosure as the "Agreement"), the terms in this Disclosure are controlling. Read this Disclosure and the Agreement carefully.
<b>Price, Fees, and Charges</b>	<b>Monthly Subscription Payment:</b> If you accept the Agreement and this Disclosure, credits will be applied each month to your electric bill, which represent your share of the electricity produced by the Community Solar Array. The credits applied, over the course of a year, are calculated to pay for most of your electric bill based on your historical electricity usage. You will pay for these credits using the method outlined below: <ol style="list-style-type: none"><li>1. For a given billing period, if your credits are <b>less</b> than the amount owed to Con Edison, your payment will be 85% of the value of the credits applied to your bill, or an amount lower than 85% of the value of the credits if Sunset Park Solar LLC so determines. You will owe Con Edison the balance after your credits have been applied.</li><li>2. For a given billing period, if your credits are <b>more</b> than the amount owed to Con Edison, you will pay 85% of the value of the credits applied to your bill. Your credits will cover your entire bill from Con Edison, and excess credits will roll over to subsequent months. You are more likely to receive excess credits in sunnier months when the solar system is producing more energy.</li></ol> (As referred to in this Disclosure, payments for credits applied to your Con Edison bill are called "Monthly Subscription Payments".)



**Co-op Membership Payment:** This program is offered to members of New York City Community Energy Co-op. You will pay 1.5% of the credits you receive on your electric bill each month up to \$250 for Residential Members and up to \$975 for commercial and nonprofit members (each referred to in this Disclosure as a “Membership Fee”). If you can, please pay your Membership Fee upfront for a lifetime membership in the New York City Community Energy Cooperative (NYC CEC) and Co-op Power. You will enjoy additional benefits from membership that you can learn about at [www.cooppower.coop](http://www.cooppower.coop).

**Late Payment Charge:** If you make a payment for an invoice more than fifteen (15) days after the due date stated on the invoice, you will be charged an additional fee of 2% per month of the outstanding balance of your bill and your credits will be suspended.

**Estimated Benefits:** When you add together the Monthly Subscription Payment and the Membership Fee (if you choose to pay the Membership Fee monthly instead of in one payment up front) you will automatically be charged **86.5%** of the credits used to pay your electric bill each month, giving you a **13.5%** savings on the portion of your electric bill paid for with your Credits. The New York City Community Energy Cooperative may provide greater savings on your Monthly Subscription Payment (at its option and in its discretion) if the costs of developing and operating the Community Solar Array are lower than currently estimated.

**Project Location and Customer Allocation**

**Project Description:** The shared solar array will be located at the Brooklyn Army Terminal at 80 58<sup>th</sup> St, Brooklyn, NY 11220. The shared solar array will consist of solar panels with an estimated total production capacity of 685.3 kilowatts DC (the shared solar array will be referred to in this Disclosure as the “Community Solar Array”). The Community Solar Array is expected to begin producing solar energy in early 2020, although the development of the Community Solar Array may be delayed. We will notify you by email when the project is coming online.

**Customer Allocation:** You will receive a portion of the electricity production of the shared solar array based on our estimate of the amount of electricity needed to produce enough credits to match your electricity costs over the course of the year.

**Length of Agreement and Renewal**

This agreement continues through September 1, 2044. After that date, the parties to the agreement may renew the terms of this agreement if both parties agree in writing.

**Early Termination**

You may terminate this agreement within thirty (30) days' prior written notice at



any time. There is no fee to terminate this agreement, though you will be responsible for paying 85% (or such lower amount determined by New York Community Energy Cooperative) of any credits to your account that you haven't paid for yet within that thirty (30) day period, as well as any credits that were not previously billed.

**Guarantees**

New York City Community Energy Cooperative will not bill you for credits you have not yet used to pay your current electric bill, except that you will be responsible for paying for unused credits if you terminate the Agreement or you are late paying your bill.

The Agreement and this Disclosure do not guarantee a minimum level of system performance or production of energy. The shared solar array will produce electricity based on the weather. It will not produce a consistent amount of power over the course of a year and may not be able to produce power to cover your entire electric bill in any month or over the course of the year.

**Data Sharing and Privacy Policy**

In order to provide this service to you, we need your contact information, electricity account data, and billing data. We only share this information as needed with subcontractors required to deliver this service to you.

**Customer Rights**

If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at <http://www.dps.ny.gov/complaints.html>.

**Preparer Name and Contact Information**

Ernesto Cruz, 877-266-7543, Ext. 4, [nyccec@cooppower.coop](mailto:nyccec@cooppower.coop)

Signature of Authorized Company Official or Representative:

Date:

Signature of Customer:

Date:

10/28/2019