



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: SEPTEMBER 14, 2021
AGENDA ITEM SECTION: DISCUSSION ITEMS
AGENDA ITEM NO. : 3
AGENDA ITEM: CONSIDERATION OF RESOLUTION AUTHORIZING AGREEMENT FOR COMMUNITY SOLAR WITH SUSTAINABLE WESTCHESTER
ITEM BACKUP DOCUMENTATION: <ul style="list-style-type: none">1. AGREEMENT FOR COMMUNITY SOLAR WITH SUSTAINABLE WESTCHESTER2. DRAFT RESOLUTION

ITEM BACKUP DOCUMENTATION:

1. AGREEMENT FOR COMMUNITY SOLAR WITH SUSTAINABLE WESTCHESTER
2. DRAFT RESOLUTION

CDG Provider: G&S Solar / RM Community Solar LLC

CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

Community Distributed Generation Disclosure Form	
Subscriber Information & Electric Utility	<p><u>Name:</u></p> <p><u>Service Address:</u></p> <p><u>Phone:</u></p> <p><u>Email:</u></p> <p><u>Utility:</u> Consolidated Edison Company of New York, Inc. / New York Power Authority</p>
Overview	<p>This document describes your community solar subscription. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.</p>
Price, Fees, and Charges	<p>Billed Amount: 90% of value of the community solar credit amount on your Consolidated Edison or New York Power Authority Bill</p> <p>The total credit amount that appears on your Consolidated Edison or New York Power Authority bill will offset your electric charges. This credit amount will vary each month depending on the output of the solar system, Value of Distributed Energy Resource (VDER) credit rate, and your individual allocated portion of the community solar project.</p> <p>Payments will be either made by check or automatically withdrawn from your bank account on file using ACH's secure transaction process. You will be notified of the charge amount and billing date prior to your withdrawal processed. Any changes to this billing cadence will be communicated by the Provider.</p>
Project Location and Subscriber Allocation	<p><u>Location:</u> To Be Determined.</p> <p><u>Size:</u> To Be Determined</p> <p><u>Generation allocated to Subscriber:</u> Once you have completed your enrollment process, your utility data will be analyzed to ensure a correct allocation. Your allocation will reflect the lesser of approximately 100% of your historic annual usage or the solar credits available. Provider shall have the right to make adjustments to the percentage of the Credits allocable to you.</p>
Length of Agreement and Renewal	<p>This agreement will last two (2) years and will commence on the date of the first Electric Utility bill displaying credits.</p> <p>Following the initial two (2) year term, the agreement will be automatically extended on a yearly basis under the same terms unless you or the Provider elect to terminate the agreement.</p>
Early Termination	<p>Subscriber has the right to terminate this Agreement by providing written notice to Authorized Designee of not less than sixty (60) days.</p>
Estimated Benefits	<p>Estimate of kWh generation received annually: Approximately 90% of current annual consumption.</p> <p>Generation will be provided as a monetary bill credit based on the VDER rate.</p>
Guarantees	<p>This contract does not guarantee savings or a minimum level of system performance or production of energy.</p>
Data Sharing and Privacy Policy	<p>Information such as your annual energy consumption and billing cycle will be requested on your behalf from your utility. This data will be used to appropriately allocate energy credits to your bill and communicate any errors to the utility for resolution.</p>

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	Provider will restrict disclosure of the information solely to employees, representatives, investors, and/or advisors with a need to know and not disclose to third parties.
Subscriber 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 www.dps.ny.gov/complaints.html .
Other Important Terms	The services provided by RM Community Solar LLC to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. Inquiries about HEFPA may be made with the Department of Public Service Helpline at 1-800-342-3377 or http://www.dps.ny.gov/complaints.html .
Preparer Name and Contact Information	PowerMarket 335 Madison Avenue New York, NY 10017 917-793-1171 gssolar@powermarket.io

Signature of Authorized Company Official or Representative:

Date:

Signature of Subscriber:

Date:

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GENERAL TERMS AND CONDITIONS

1. **PARTIES.** This Solar Community Distributed Generation Agreement for Subscribers ("Agreement") is entered into as of the "Effective Date" stated on the Cover Page by and between the "Authorized Designee of the CDG Host" and you, the "Subscriber" (individually, a "Party" and collectively, the "Parties"). The New York State Public Service Commission permits Subscribers to receive Bill Credits on their Electric Utility bill in consideration for purchasing the Percentage Allocation of the Project NMGF. By signing the Cover Page, Subscriber agrees to the terms and conditions below.

2. **DEFINITIONS.**

a. "Agreement" means this Solar Community Distributed Generation Agreement for Subscribers;

b. "Annual Reconciliation" is defined in Section 5(b);

c. "Annual Reconciliation Payment" means Subscriber's additional annual payment to Authorized Designee calculated by finding the product of the excess number of kWhs distributed to Subscriber after the Authorized Designee performs an Annual Reconciliation and the Subscription Rate;

d. "Authorized Designee of the CDG Host" or "Authorized Designee" means PowerMarket, LLC;

e. "Bill Credits" and "Bill Credit Rate": "Bill Credits" are the monetary credits applied on Subscriber's Electric Utility bill. "Bill Credit Rate" means the per kWh rate for the Service Classification applicable to Subscriber. Bill Credits are calculated by finding the product of the number of kWhs allocated to Subscriber during a given Bill Period and the Bill Credit Rate;

f. "Bill Period" means one (1) calendar month, commencing from the Term defined in Section 3;

g. "CDG Host" means a non-residential customer of the Electric Utility that owns or operates the Project NMGF. The CDG Host is a signatory to a Community Distributed Generation Operating Agreement with the Electric Utility to permit CDG Host to participate in the CDG Program in the Electric Utility's service territory;

h. "CDG Host Anniversary" means each twelve (12) month period after commencement of the Term defined in Section 3;

i. "CDG Program" means the New York State Community Distributed Generation program authorized by the New York State Public Service Commission's July 17, 2015 Order Establishing a Community Distributed Generation Program and Making Other Findings (Case 15-E-0082), as amended and administered by the Electric Utility;

j. "Commercial Operation Date" or "COD" means the date upon which the Project NMGF is authorized by the Electric Utility to generate and deliver electrical energy to the transmission system;

k. "Effective Date" means the date of the first Electric Utility bill displaying credits;

l. "Electric Utility" means a utility in New York that provides Subscriber with electricity service;

m. "Energy Attributes" means any and all direct, indirect, or derivative benefits or incentives of owning and/or operating the Project NMGF including but not limited to ancillary services, environmental attributes, renewable energy credits, green tags, green tag reporting rights, carbon offset credits, rebates, tax attributes, tax credits, depreciation, depreciation bonuses, cost recovery deductions, the NY-Sun Incentive Program, federal, state or local incentives, or any other attributes, benefits, or incentives of owning the Project NMGF of any kind;

n. "Excess Generation" means the number of kWhs generated by the Project NMGF and supplied by the CDG Host to the Electric Utility during a given Bill Period that exceeds the number of kWhs supplied by the Electric Utility to the CDG Host during such Bill Period;

o. "Force Majeure" means any event or circumstance beyond the reasonable control of CDG Host or the

Authorized Designee or Subscriber and not resulting from CDG Host's or the Authorized Designee's or the Subscriber's negligence;

p. "Kilowatt Allocation" means, prior to the Commercial Operation Date, the number of kW of the Project NMGF Capacity allocated to Subscriber;

q. "kW(s)" means one-thousand (1,000) watts of electrical power;

r. "kWh(s)" means a measure of electrical energy equivalent to a power consumption of one kW for one (1) hour;

s. "Monthly Subscription Payment" is defined in Section 5(a). The Monthly Subscription Payment is calculated by finding the product of (i) the number of kWhs generated by the Project NMGF in a given Bill Period, (ii) the Percentage Allocation, and (iii) the Subscription Rate;

t. "NYISO" means the New York Independent System Operator, which operates the State of New York's power grid and wholesale electricity markets;

u. "NYISO Zone(s)" means one or more of the eleven (11) regional market zones operated by NYISO;

v. "Percentage Allocation" means, i. prior to the Commercial Operation Date, the percentage of the Project NMGF Capacity allocated to Subscriber and calculated by finding the quotient of the Kilowatt Allocation and the Project NMGF Capacity; or

ii. subsequent to the Commercial Operation Date, the percentage of the Project NMGF's Excess Generation allocated to Subscriber and calculated by finding the quotient of the Excess Generation allocated to Subscriber for a given Bill Period and the total Excess Generation of such Bill Period;

w. "Project NMGF" means the NMGF from which Subscriber purchases the Percentage Allocation;

x. "Project NMGF Capacity" means the nameplate capacity in kW of the Project NMGF;

y. "Renewal Term" is defined in Section 3;

z. "Service Address" means the metered service address identified on the Cover Page;

aa. "NMGF" means an electric generation facility eligible for net-metering as a non-residential customer in conformance with New York Public Service Law Section 66-j;

bb. "Subscriber" means the person or persons or organization identified on the Cover Page as purchasing the Percentage Allocation, and which is an electric service customer of the Electric Utility;

cc. "Subscriber Data" is defined in Section 4(e);

dd. "Subscriber Eligibility Criteria" is defined in Section 4(c);

ee. "Subscription Rate" means the price per kWh charged by the Authorized Designee to the Subscriber. The Subscription Rate for a given Bill Period shall equal the Bill Credit Rate applied to Subscriber's Electric Utility bill multiplied by ninety percent (90%), including applicable taxes;

ff. "Tariff" means the Consolidated Edison Company of New York, Inc. or New York Power Authority Schedules for Electric Service;

gg. "Term" is defined in Section 3.

3. **TERM.** The Agreement shall commence on the date set forth in the Community Distributed Generation Disclosure Form and expire on the second anniversary of the Community Distributed Generation Disclosure Form (the "Term"). Thereafter, this Agreement shall renew on a yearly basis under the same terms unless terminated (the "Renewal Term").

4. **PURCHASE OF ALLOCATION; ELIGIBILITY.**

a. **Bill Credits.** CDG Host and Authorized Designee agree to sell to Subscriber and Subscriber agrees to purchase from CDG Host and the Authorized Designee, the Percentage Allocation for the entire Term and any Renewal Term in consideration for the Bill Credits. Bill Credits shall be applied to

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Subscriber's Electric Utility bill no more than once per calendar month.

b. Energy Attributes. Subscriber's purchase of the Percentage Allocation will not include the right to any Energy Attribute.

c. Subscriber Eligibility. Subscriber's eligibility to purchase the Percentage Allocation and receive Bill Credits is expressly conditioned upon Subscriber meeting the following criteria and any other criteria outlined by applicable law (the "Subscriber Eligibility Criteria"): (i) Subscriber is an Electric Utility account holder with a Service Address in the Electric Utility's service territory (with the Subscriber being the named or one of the named account holders); (ii) the sum of all kWhs distributed to Subscriber's Electric Utility bill by applying the Percentage Allocation shall amount to at least one thousand (1,000) kWhs annually; (iii) the sum of all kWhs distributed to Subscriber's Electric Utility bill by applying the Percentage Allocation shall not exceed the Subscriber's historic annual kWh usage or forecasted usage if annual historic data is not available; (iv) Subscriber is not currently a net metered customer-generator, a remote net metered host or satellite account, or is taking Standby Service under the Tariff; (v) Subscriber is creditworthy, as determined by the Authorized Designee in its sole and absolute discretion, at the time this Agreement is executed; and (vi) Subscriber has provided the Authorized Designee with requisite credit card or debit card payment information prior to the first Bill Period.

d. Subscriber Authorization. Subscriber authorizes the Authorized Designee or Electric Utility to obtain Subscriber's historical kWh consumption data. Subscriber hereby certifies that all information Subscriber provided to the Authorized Designee in connection with the Authorized Designee obtaining Subscriber's historical kWh consumption data and credit history will be true and Subscriber understands that this information must be updated upon request if Subscriber's conditions change. Should Subscriber be found to be in violation of the Subscriber Eligibility Criteria, this Agreement may be subject to termination by CDG Host or the Authorized Designee, the Electric Utility, or a governmental authority having jurisdiction over the CDG Program.

e. Subscriber Data. To ensure Subscriber receives the appropriate Bill Credits, Subscriber shall permit or has permitted the Authorized Designee to provide the Electric Utility with the following information: the Kilowatt Allocation, Percentage Allocation, Subscriber's name, Subscriber's account number, Subscriber's mailing address, and the Service Address (collectively "Subscriber's Data").

5. SUBSCRIPTION PAYMENT.

a. Monthly Subscription Payment. For the right to receive the Percentage Allocation and the corresponding Bill Credits applied to Subscriber's Electric Utility bill for a given Bill Period, Subscriber shall pay to the Authorized Designee the "Monthly Subscription Payment" for the entire Term and any Renewal Term.

b. Annual Reconciliation. Subscriber's Monthly Subscription Payment is subject to an annual reconciliation. No more than fifteen (15) days after the end of each CDG Host Anniversary, the Authorized Designee shall distribute to Subscriber the proportion of excess Bill Credits remaining on the CDG Host's account in accordance with the Percentage Allocation (each, an "Annual Reconciliation"). In the event an Annual Reconciliation is performed, Subscriber shall pay to the Authorized Designee an Annual Reconciliation Payment. In the event this Agreement is terminated resulting in a partial annual billing period, a reconciliation shall be performed for such partial billing period.

c. Invoicing. Commencing no more than fifteen (15) days after the first Bill Period, the Authorized Designee shall invoice Subscriber for the calculated Monthly Subscription Payment. Subscriber agrees to make its Monthly Subscription Payments and Annual Reconciliation Payments through an "automatic transfer of funds" prior to the invoice due date using the credit or debit card information Subscriber previously provided to the Authorized

Designee. In the event Subscriber desires to change its payment information, it shall provide the Authorized Designee with five (5) days' notice thereof.

d. Authorized Designee Adjustments. Subscriber hereby consents to the Authorized Designee modifying the Percentage Allocation to maximize Project NMGF allocations to Subscriber and the Project NMGF's other subscribers, provided such modifications comply, in all respects, with applicable law. The Authorized Designee and the CDG Host do not guarantee, and Subscriber acknowledges that the Authorized Designee and the CDG Host do not guarantee, the amount of electrical energy the Project NMGF will produce or the monetary value of the Bill Credits.

6. TAXES.

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

b. State Tax Matters. Subscriber agrees that it shall be responsible for all sales, use, or other similar taxes imposed upon the purchase and sale of the Percentage Allocation by any governmental authority having jurisdiction over Subscriber, the Project NMGF, the Authorized Designee, or the CDG Host if any, and where such taxes are attributable to the sale of the Percentage Allocation to the Subscriber, except in cases where Subscriber is exempt from sale tax and produces proof of its tax exemption status.

7. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

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

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

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

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

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

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

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

b. Authorized Designee. The Authorized Designee represents, warrants, and covenants to Subscriber:

i. CDG Host has authorized the Authorized Designee to (A) enter into this Agreement with Subscriber, (B) operate the Project NMGF on its behalf, (C) manage CDG Host's participation in the CDG Program including with the Electric Utility, and (D) take all other necessary and appropriate action on behalf of the CDG Host to satisfy the Authorized Designee's obligations to Subscriber;

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ii. The Authorized Designee and CDG Host have, or in the ordinary course will obtain, all licenses, permits, approvals, and any other required documents to operate the Project NMGF;

iii. The Authorized Designee and CDG Host have sufficient funds dedicated for the projected operation and maintenance costs of the Project NMGF;

iv. The Authorized Designee will perform its obligations under this Agreement, and otherwise comply with all provisions of the CDG Program, the forthcoming Uniform Business Practices for Distributed Energy Resources Suppliers (Case 15-M-0180) and the Tariff in good faith and in accordance with industry standards; and

v. The Authorized Designee agrees to protect Subscriber's Data and except as may be required by this Agreement, applicable law, court order, or with Subscriber's consent, the Authorized Designee will not publicly disclose Subscriber's Data, energy usage data, or billing information, unless such disclosures are made to the Authorized Designee's or the CDG Host's financiers, lawyers, accountants, and agents of the Authorized Designee or CDG Host and only to the extent reasonably necessary.

c. Subscriber. Subscriber represents, warrants, and covenants to the Authorized Designee:

i. Subscriber is able to pay the Monthly Subscription Payment;

ii. Subscriber's Account Number, Subscriber's Service Address, and Subscriber's contact information contained in the Cover Page of this Agreement are true, accurate, and complete;

iii. Subscriber agrees not to install or procure any other on-site generation resource(s) during the Term or any Renewal Term of this Agreement that would cause Subscriber to no longer meet the Subscriber Eligibility Criteria;

iv. Subscriber has provided its consent for the Authorized Designee to access and provide to the Electric Utility Subscriber's Data, and Subscriber represents and warrants that all of the information and statements of Subscriber provided to the Authorized Designee will be true, accurate, and complete;

v. Subscriber acknowledges and agrees it will have no interest in or entitlement to any Energy Attribute;

vi. Subscriber understands and agrees it is acquiring the Percentage Allocation and Bill Credits for its own account and it will not assign, convey, transfer, resell, or otherwise distribute the Percentage Allocation and Bill Credits to another person or entity, except as provided in Section 8.

vii. Subscriber acknowledges and agrees that this Agreement and the Percentage Allocation will not be treated and are not intended to be treated as a security under Article 8 of the New York Uniform Commercial Code or the Securities Act of 1933;

viii. Subscriber acknowledges and agrees that the Authorized Designee and CDG Host do not guarantee the Project NMGF's production, and Subscriber has no defenses, set-offs, basis for withholding payments, counterclaims, or failure of performance claims against the Authorized Designee or CDG Host, except that this subsection does not apply to any dispute by Subscriber as to the calculated Monthly Subscription Payment;

ix. Subscriber acknowledges and agrees that it has a valid real property interest in the Service Address;

x. Subscriber acknowledges and agrees Subscriber has been given the opportunity to ask questions and receive answers from the Authorized Designee concerning the terms of this Agreement and any other information necessary for Subscriber to evaluate the merits and risks of entering into this Agreement, including the Percentage Allocation and/or Monthly Subscription Payment;

xi. Subscriber acknowledges and agrees it is not relying on statements made by the Authorized

Designee, CDG Host or any statements made by their respective employees or agents with respect to any tax or other financial implications that may arise as a result of entering into or the implementation of this Agreement. Subscriber acknowledges and agrees that nothing in this Agreement or any other information provided by or on behalf of the Authorized Designee in connection with this Agreement constitutes legal, tax, or financial advice;

xii. Subscriber acknowledges and agrees it will promptly notify the Authorized Designee of any changes in Subscriber's Data; and

xiii. Subscriber's "automatic transfer of funds information" provided to the Authorized Designee is true, accurate, and complete to enable Subscriber to automatically pay the Monthly Subscription Payment;

8. TERMINATION.

a. Right to Terminate. Subscriber has the right to terminate this Agreement no fewer than sixty (60) days after providing written notice to Authorized Designee.

b. Termination Due to Ceasing as an Electric Utility Customer. If during the Term, Subscriber ceases to be an Electricity Utility customer, the amount payable by Subscriber hereunder, will be adjusted with respect to the date Subscriber ceases to be a customer.

9. TRANSFER; ASSIGNMENT. No Party may assign or transfer this Agreement except, the Authorized Designee may assign this Agreement to any affiliate, any financial institution, or any entity that has agreed in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights hereunder. The Authorized Designee may transfer this Agreement to another Project NMGF, by sending written notice to Subscriber. The Authorized Designee may assign or transfer this Agreement by providing Subscriber with prior notice, and upon any such assignment or transfer, the assignor shall be released from all future obligations under this Agreement.

10. DEFAULT.

a. Events of Default. The following shall constitute an "Event of Default":

i. A Party fails to make any payment due under this Agreement and such failure continues for a period of thirty (30) days after written notice thereof;

ii. A Party breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of thirty (30) days after written notice thereof;

iii. A Party has provided false or misleading financial or other information to enter into this Agreement;

iv. Subscriber assigns, transfers, encumbers, or sells this Agreement or any part of its Percentage Allocation or Bill Credits in violation of Section 9; or

v. Subscriber makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

b. Remedies. Upon the occurrence of an Event of Default, the Subscriber or Authorized Designee may take any rights and/or remedies available to it at law or in equity, including but not limited to requesting the Electric Utility discontinue Subscriber's CDG Program account. The Authorized Designee agrees that it shall not request that the Electric Utility terminate or suspend electric service to the Service Address. All rights, powers, and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law. The Authorized Designee may terminate the agreement and replace the defaulting Subscriber, which will not waive payments owed.

11. LIMITATION OF LIABILITY, INDEMNIFICATION & DISPUTE RESOLUTION.

a. Force Majeure. Except as specifically provided in this Agreement, if by reason of Force Majeure, including but not limited to a pandemic, epidemic, or shutdowns related to a pandemic or epidemic, the Subscriber, Authorized Designee or

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CDG Host are unable to carry out, either in whole or in part, any of their obligations described in this Agreement, neither the Subscriber nor Authorized Designee shall be deemed to be in default during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, the Party gives notice describing the particulars of the occurrence and the anticipated period of delay, and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations.

b. Limitation of Liability. (Reserved)

c. Indemnification. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES TO INDEMNIFY, PROTECT DEFEND, AND HOLD HARMLESS THE AUTHORIZED DESIGNEE AND ITS SUCCESSORS AND ASSIGNS, AND THEIR EMPLOYEES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, AND AGENTS, FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR ANY LIABILITY RESULTING FROM ANY ACTION OR SUIT BY ANY THIRD PARTY, OF ANY KIND RESULTING FROM THE SUBSCRIBER'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AUTHORIZED DESIGNEE AND CDG HOST AGREE TO INDEMNIFY, PROTECT DEFEND, AND HOLD HARMLESS THE SUBSCRIBER, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR ANY LIABILITY RESULTING FROM ANY ACTION OR SUIT BY ANY THIRD PARTY, OF ANY KIND RESULTING FROM THE AUTHORIZED DESIGNEE'S OR CDG HOST'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

d. No Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE AUTHORIZED DESIGNEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PROJECT NMGF OR ITS OBLIGATIONS HEREUNDER. THE AUTHORIZED DESIGNEE DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE AUTHORIZED DESIGNEE DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY, PERCENTAGE ALLOCATION, OR BILL CREDITS.

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

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

g. Dispute Resolution. In the event of a dispute, disagreement, or claim between Subscriber and the Authorized Designee arising out of or in connection with this Agreement, the Parties may, but are not required to, use their best efforts to resolve the dispute, disagreement, or claim amicably and in good faith. Subscriber agrees to contact the Authorized Designee by telephone or in writing at the contact information provided in the Cover Page. The Authorized Designee agrees to maintain a process and procedure to resolve Subscriber inquiries and provide an acknowledgement of the receipt of any inquiry within two (2) days and a response to such inquiry within fourteen (14) days. If the dispute, disagreement, or claim is directed to the Electric Utility, Subscriber shall call the Electric Utility at 1 (800) 572-1111. A dispute, disagreement, or claim may, but is not required to, be submitted by either Party at any time to the New York State

Department of Public Service by visiting their website at www.dps.state.ny.us, by calling 1 (800) 342-3377, or by writing to the following address: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223.

12. MISCELLANEOUS.

a. Notices. All notices and other formal communications which any Party may give to another under or in connection with this Agreement shall be in writing, and shall be deemed delivered upon receipt thereof.

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

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

d. Amendments. This Agreement may only be amended in writing and signed by both Parties hereto.

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

f. Survival. The provisions of Section 11 of this Agreement shall survive the expiration or earlier termination of this Agreement.

g. Governing Law. The Agreement is made in the State of New York and will be governed by New York law, without regard to principles of conflicts of law, together with any applicable federal law. The Parties agree that any dispute, disagreement, or claim that cannot be resolved pursuant to Section 11(g) shall be resolved by a court of competent jurisdiction in the county of Westchester and the Parties agree to submit to the personal jurisdiction of the New York state courts located in such county for the purposes of litigating all such disputes, disagreements, and claims.

h. Counterparts. This Agreement may be executed and delivered in identical counterparts by exchange of electronic copies showing the signatures of the Parties, which shall constitute originally signed copies of the same Agreement requiring no further execution. Each counterpart, when assembled, will be a complete original and fully effective instrument. Any acceptance of this Agreement by affirmation through a DocuSign Electronic Signature, or similar system, shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.

i. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

j. Notice to Subscriber. Do not sign this agreement if there are any blank spaces. Subscriber should retain a copy of this Agreement to protect its legal rights. By signing the Cover Page, Subscriber acknowledges that it has read and understands this Agreement and its Exhibits in their entirety, and that Subscriber has received a copy of this Agreement and all disclosure information. Subscriber also acknowledges receiving oral notice of its right to cancel this contract within three (3) business days of the Effective Date in addition to the written notice of that right to cancel this Agreement.

k. Other Important Terms. The services provided by RM Community Solar LLC to customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. Inquiries about HEFPA may be made with the Department of Public Service Helpline at 1-800-342-3377 or <http://www.dps.ny.gov/complaints.html>.

EXHIBIT A-1

(Authorized Designee Copy)

NOTICE OF CANCELLATION

Notice of Cancellation

Date of Transaction: [DATE SUBSCRIBER SIGNED AGREEMENT]

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any payments made by you under the service agreement executed by you will be returned within TEN DAYS following receipt by the CDG Host's Authorized Designee (PowerMarket, LLC) of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a written notice to PowerMarket, LLC, _gssolar@powermarket.io _ NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Solar Community Distributed Generation Agreement for Subscribers.

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

Subscriber's Signature:

Subscriber's Signature:

EXHIBIT A-2

(Subscriber Copy)

NOTICE OF CANCELLATION

Notice of Cancellation

Date of Transaction: [DATE SUBSCRIBER SIGNED AGREEMENT]

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any payments made by you under the service agreement executed by you will be returned within TEN DAYS following receipt by the CDG Host's Authorized Designee (PowerMarket, LLC) of your cancellation notice.

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

Customer's Signature:

Customer's Signature:



VILLAGE OF DOBBS FERRY
 112 Main Street
 Dobbs Ferry, New York 10522
 TEL: (914) 231-8500 • FAX: (914) 693-3470

RESOLUTION -2021

**RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES TO
 AUTHORIZE INTERIM VILLAGE ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR
 ENROLLMENT IN THE MUNICIPAL COMMUNITY SOLAR CREDIT PROGRAM**

WHEREAS, the Board of Trustees of the Village of Dobbs Ferry has received, and reviewed information provided by Sustainable Westchester Inc. regarding an opportunity for the Village to participate in the Community Solar Program which has now been made available to municipal account holders and has determined that the Village would benefit from enrolling in the program.

THEREFORE, BE IT RESOLVED that the Dobbs Ferry Board of Trustees does hereby approve the Village's enrollment in the Community Solar Program and authorizes the Interim Village Administrator to execute an agreement and any other documentation necessary to complete the enrollment process.

Motion by: Trustee _____ Seconded by: Trustee _____

MAYOR ROSSILLO	AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE KNELL	AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE PATINO	AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE SULLIVAN	<input type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE TAYLOR	AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
VOTE TOTALS	AYE:	NAY:	ABSTAIN:	RECUSE:	ABSENT/EXCUSED:
RESULT:	MOTION PASSES				

I hereby attest that the above Resolution was approved by the Board of Trustees at its September 14, 2021 meeting, and that I have been authorized to sign this Resolution by decision of the Board of Trustees.