



Solar Power Purchase Agreement (PPA) Disclosure Form for the Successor Solar Incentive (SuSI) Administratively Determined Incentive (ADI) Program

(The NJBPU's program that provides solar incentives to small net metered solar installations)

You are entering into a Power Purchase Agreement (“PPA”) to buy electricity generated by a solar system that will be installed on your property. This means that you will not own the solar system.

The intent of this PPA Disclosure Form (“Form”) is to provide you with a clear understanding about the terms of your PPA. Your PPA Provider, is required to provide you with this PPA Disclosure Form, so that you have information about the solar system. The Form includes solar system size, costs associated with the PPA, a description of the solar system’s operations, and warranties. As part of the ADI Program registration requirements, this form must be completed and signed by the parties to the PPA. This form is not a substitute for your actual PPA. There are many variations regarding the terms and conditions of solar PPAs. You should carefully compare each PPA proposal you receive. We encourage you to read your PPA and the Form closely before you sign both documents.

Solar facilities participating in the ADI Program are eligible to receive incentives through the sale of the Solar Renewable Energy Credits-II (“SREC-IIs”) that the participant’s solar system produces. The recipient of the SREC-IIs is identified further in this Form. One SREC-II is created when a solar system generates 1,000 kilowatt hours (kWh) of electricity. The value of the SREC-II is administratively set in the ADI Program; projects participating in the ADI Program are eligible to receive SREC-IIs for a period of 15 years (known as the project’s “Qualification Life”). In a PPA, the Power Provider, not the customer, owns any SREC-IIs the solar system generates. For more details regarding SREC-IIs, see Box N below.

Under a PPA, while the customer does not own the solar system itself, the customer agrees to host the solar system on his or her property and to purchase the energy the solar system generates through a long-term contract with the developer or other third party. Please note that a typical solar PPA term is approximately 15 – 25 years. Also, most PPAs price the power based on the amount of electricity used (e.g., \$0.05/kWh). However, some PPAs price the power based on a flat monthly amount (e.g., \$85/month). Generally, the initial monthly PPA payment amount is less than the amount you would pay your electric utility for the same amount of electricity. However, monthly PPA payment amounts typically escalate at a fixed annual percentage, which could result in the monthly PPA payment amount becoming higher, or lower, than the monthly electricity utility payment amount in the future, depending on the percentage escalation and on changes in future utility rates.

If you have any questions regarding the ADI Program requirements, please contact njreinfo@njcleanenergy.com.

You can find additional information on Power Purchase Agreements and other solar finance options on the NJ Clean Energy Website at Solar Finance Options.



**Solar Power Purchase Agreement Disclosure Form
for the
Successor Solar Incentive (SuSI)
Administratively Determined Incentive (ADI) Program**

SOLAR POWER PURCHASE DISCLOSURE STATEMENT

This Disclosure Form is designed to help you understand the terms and cost of your solar Power Purchase Agreement (PPA).

YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE POWER FROM A SOLAR SYSTEM. YOU WILL NOT OWN THE SOLAR SYSTEM INSTALLED ON YOUR PROPERTY. YOU WILL NOT OWN THE SOLAR SYSTEM INSTALLED ON YOUR PROPERTY. YOU CANNOT CLAIM THE FEDERAL TAX CREDIT OR ANY OTHER SIMILAR GOVERNMENT INCENTIVE, INCLUDING, BUT NOT LIMITED TO SOLAR RENEWABLE ENERGY CERTIFICATES (SREC-IIs).

POWER PROVIDER (PROVIDER):

SOLAR INSTALLER (IF DIFFERENT FROM PROVIDER):

WARRANTY/MAINTENANCE PROVIDER, (IF APPLICABLE):

Company:	<input type="text"/>	Company:	<input type="text"/>	Company:	<input type="text"/>
Contact:	<input type="text"/>	Contact:	<input type="text"/>	Contact:	<input type="text"/>
Address:	<input type="text"/>	Address:	<input type="text"/>	Address:	<input type="text"/>
Telephone:	<input type="text"/>	Telephone:	<input type="text"/>	Telephone:	<input type="text"/>
Email:	<input type="text"/>	Email:	<input type="text"/>	Email:	<input type="text"/>

CUSTOMER (Premise Contact):

Customer Name:	<input type="text"/>
System Installation Address:	<input type="text"/>
Mailing Address:	<input type="text"/>
Phone:	<input type="text"/>
Email:	<input type="text"/>

Amount & Term (A)

Amount Due Up-Front (B)

Other Possible Charges (C)

<p>Usage-Based Payment</p> <p>Your monthly payments will be the amount of power produced by the solar system multiplied by the rate per KWh below excluding any fees or discounts related to automatic withdrawals (ACH):</p> <p>Your estimated first year production: <input type="text"/> kWh</p> <p>Your initial rate per KWh for the power produced: <input type="text"/></p> <p>OR</p> <p>Flat Monthly Rates:</p> <p>Your monthly payment for the first year is: \$ <input type="text"/></p> <p>Applicable to both Types of Payments:</p> <p>The length of your PPA:</p> <p><input type="text"/> Year(s) <input type="text"/> Months</p> <p>NOTE: See box E: "Payment Escalator" for factors that may affect the amount of future monthly payments.</p>	<p>1. Amount you owe Provider at PPA signing:</p> <p>\$ <input type="text"/></p> <p>2. Amount you owe Provider at completion of installation:</p> <p>\$ <input type="text"/></p> <p>3. The total net up-front payments you owe Provider:</p> <p>\$ <input type="text"/></p>	<p>Other charges you may have to pay under the PPA:</p> <p>Late Charges: If a payment is more than <input type="text"/> days late, you will be charged a delinquent fee of: \$ <input type="text"/> per <input type="text"/> (day/month).</p> <p>OR</p> <p>% <input type="text"/> of the payment that is late.</p> <p>Additional clarification, including which amount sets any cap or floor for the late charge:</p> <p><input type="text"/></p> <p><input type="text"/></p> <p><input type="text"/></p> <p>Automatic Withdrawals (ACH), if applicable:</p> <p>Per month fee for not paying your PPA payment due, using automatic bank withdrawals. \$ <input type="text"/></p> <p>Per month discount if you pay your PPA payment using automatic bank withdrawals. \$ <input type="text"/></p>
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Number of PPA Payments and When are Payments Due(D)	PPA Payment Escalator (E)									
The number of PPA Payments you will make: <input style="width: 50px;" type="text"/> The first payment on your solar PPA is due on the <input style="width: 50px;" type="text"/> day of the <input style="width: 50px;" type="text"/> calendar month after the solar system is connected Additional Comments: <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/> Provider will provide you with: <input type="checkbox"/> Electronic invoices (sent to your email above) <input type="checkbox"/> Paper Invoices (sent to you US mailing address above)	Your solar PPA payment/rate (See Section A) will increase: Never Annually Other, if other, the payment increase frequency will be: <input style="width: 100px;" type="text"/> Your PPA payment/rate will increase by the following percentage each time it increases: <input style="width: 50px;" type="text"/> % The first increase will occur on: Month <input style="width: 50px;" type="text"/> Year <input style="width: 50px;" type="text"/> Additional comments: <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/> The maximum estimated monthly PPA payment (excluding late charges) during the initial term of the PPA is: \$ <input style="width: 100px;" type="text"/>									
Site & Design Assumptions for your PPA Based on Your Solar System (F)										
• Estimated gross annual electricity production in kilowatt-hours (kW) from the solar facility you are hosting for the first year: <input style="width: 100px;" type="text"/> kW • Estimated annual system production decrease due to natural aging of the solar system: <input style="width: 50px;" type="text"/> % per year.										
Security Filing (G)										
<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Provider</td> <td style="width: 10%;">WILL</td> <td style="width: 10%;">WILL NOT</td> <td rowspan="2" style="width: 65%; padding-left: 20px;"> Take a security interest in your real property by terms of the PPA (i.e., a lien or mortgage on your home). File a fixture filing or a UCC-1 on the solar system (a public filing informing others that Provider owns the system but does <u>not</u> place a lien on your home). If the answer to this question is "WILL" is the Provider obligated under the PPA to provide you with a copy of the fixture filing or UCC-1, once such filing has occurred? </td> </tr> <tr> <td>Provider</td> <td>WILL</td> <td>WILL NOT</td> </tr> </table>	Provider	WILL	WILL NOT	Take a security interest in your real property by terms of the PPA (i.e., a lien or mortgage on your home). File a fixture filing or a UCC-1 on the solar system (a public filing informing others that Provider owns the system but does <u>not</u> place a lien on your home). If the answer to this question is "WILL" is the Provider obligated under the PPA to provide you with a copy of the fixture filing or UCC-1, once such filing has occurred?	Provider	WILL	WILL NOT	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%; text-align: center;">Yes</td> <td style="width: 10%; text-align: center;">No</td> </tr> </table>	Yes	No
Provider	WILL	WILL NOT	Take a security interest in your real property by terms of the PPA (i.e., a lien or mortgage on your home). File a fixture filing or a UCC-1 on the solar system (a public filing informing others that Provider owns the system but does <u>not</u> place a lien on your home). If the answer to this question is "WILL" is the Provider obligated under the PPA to provide you with a copy of the fixture filing or UCC-1, once such filing has occurred?							
Provider	WILL	WILL NOT								
Yes	No									
System Repair & Maintenance (H)										
Solar System maintenance <input type="checkbox"/> IS <input type="checkbox"/> IS NOT included for the term of the PPA from Provider or Third Party (such as an installer or equipment manufacturer). Solar System repairs <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT included for the term of the PPA from Provider or Third Party (such as an installer or equipment manufacturer). If system maintenance and/or repairs are included, you at your own cost are nonetheless required to perform the following maintenance and/or repairs on the solar system: <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>										
Roof Warranty & Repair (I)										
Your roof <input type="checkbox"/> IS <input type="checkbox"/> IS NOT warranted against leaks from the solar system. Your roof IS warranted against leaks from the solar system, the warranty will be provided by <input style="width: 100px;" type="text"/> and is applicable for <input style="width: 50px;" type="text"/> years. Many roofs may need to be repaired or replaced during the term of a solar PPA in a manner that requires the solar system be removed. Further, many homeowners may choose to conduct remodeling during the term of the solar PPA that requires the solar system to be removed. If the solar system must be removed, then there <input type="checkbox"/> WILL <input type="checkbox"/> WILL NOT be a fee associated with such removal. Flat fee for solar system removal: \$ <input style="width: 50px;" type="text"/> Other (Complete with a clear consumer-friendly calculation using terms that are clearly defined in this Form and completing any necessary mathematics (e.g., "0.6/W" is unacceptable, whereas "\$600/kW x Your System Size of 10 kW=\$6,000" is acceptable). (Also, provide a citation below to the relevant section(s) of the PPA where such fee for solar system removal is discussed.) <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>										
If your solar system must be removed for any reason, your roof <input type="checkbox"/> IS <input type="checkbox"/> IS NOT warranted against leaks caused by Provider's removal of the solar system. If your roof IS warranted against leaks caused by the Provider's removal of the solar system, the warranty will be provided by <input style="width: 100px;" type="text"/> and is applicable for a period of <input style="width: 50px;" type="text"/> (months/years) following system removal. Following the removal to the solar systems, the Provider <input type="checkbox"/> WILL <input type="checkbox"/> WILL NOT be responsible for returning any impacted portion of the roof to substantially its conditional prior to removal.										
Transferring or Assigning Your PPA, Selling Your Home, Moving Your System (J)										
If you sell your home, you <input type="checkbox"/> MAY <input type="checkbox"/> MAY NOT transfer or assign this solar PPA to the purchaser(s) of your home. If your PPA permits you to transfer or assign it, the transfer or assignment will be subject to the following conditions: Credit check from the purchaser(s) of your home Minimum FICO score requirement (provide score): <input style="width: 50px;" type="text"/> Transfer, audit, or similar fee in the amount of \$ <input style="width: 50px;" type="text"/> Assumption of PPA by purchaser(s) of your home Other <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>										
If this box is checked <input type="checkbox"/> you also have the right to purchase the solar system or to terminate the PPA by paying some or all of the remaining payment due on the PPA, as as described in more detail in Section(s) <input style="width: 50px;" type="text"/> of the PPA. You <input type="checkbox"/> MAY <input type="checkbox"/> MAY NOT move the solar system covered by the PPA to a new home. If you MAY move your system, the conditions under which you may do so are described in detail in Section(s) <input style="width: 50px;" type="text"/> of the PPA. IMPORTANT NOTE: If you are prevented from transferring the PPA (because, for example your PPA prohibits its transfer, or the buyer of your home cannot satisfy the conditions of PPA transfer), and you nonetheless sell your house, you would be required to do the following [describe in detail, including total amount and when due, all payments due, and citations to relevant sections of the PPA that contain these provisions.] <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>										
Taxes (K)										
Solar systems currently are not subject to property tax in New Jersey. Consult a tax professional if you have any questions or concerns about the effect of this PPA on your taxes.										

Utility and Electricity Usage/Savings Assumptions (L)

The PPA HAS HAS NOT provided you with a cost savings estimate based on your PPA.

If provided, the savings estimate was calculated based on:

- Your estimated prior electricity use
- Your actual prior electricity use
- Your estimated future electricity use

The savings estimate ASSUMES the following:

Number of years of electricity production under your PPA :

A current estimated UTILITY ELECTRICITY RATE of \$ [cost per kilowatt hour] during the first PPA year with estimated rate increases of % percent annually. Provider based this estimate on the following source(s):

Provider IS IS NOT guaranteeing these savings. If Provider is guaranteeing savings, underperformance will be compensated as follows:

Transfer of Obligations by Provider(M)

Without your consent, the Provider may be assigned, sold or transferred by Provider to a Third-Party that will be bound to all the terms of the PPA.

New Jersey Solar Renewable Energy Certificates II (SREC-II) (N)

Any NJ Solar Renewable Energy Certificates II (SREC-IIs) created based on the production of solar electricity from the solar system WILL NOT be owned by the Provider. If the Provider owns the SREC- IIs, own the SREC-IIs, the Provider may sell the SREC-IIs to the **SREC-II Administrator.

* " SREC-II Administrator" means the entity responsible for administering the procurement and allocation, and coordinating the retirement, of NJ SREC IIs. Website: <https://solarincentivesnj.com/>

PPA Expirations (O)

The effects of the expiration of the PPA are described in detail in Section(s) of the PPA.

Additional Disclosures (Q)

(Insert any additional items of importance here)

Cooling Off Period/Right to Cancel (R)

In addition to any rights you have under state or local law, you WILL HAVE the right to terminate the PPA without penalty within business days of your execution of it by notifying Provider, in accordance with the procedures set forth in Section(s) of the PPA. (3-business day minimum)

Signatures (S)

If using electronic signatures, please upload the Certificate of Completion or the Signature Verification Sheet along with this Disclosure Form as part of this solar installation's ADI Program registration.

I, the Provider certifies that the Power Provider provided this PPA Disclosure Form to the Customer on the date set forth below my signature.

NAME OF PROVIDER (PRINT)

NAME (SIGNATURE)

DATE

I, the Customer (Premise Contact) hereby acknowledge that I have received, read and understood this PPA Disclosure Form on the date set forth below my signature.

PREMISE SITE HOST /CUSTOMER (PRINT)

PREMISE SITE HOST/CUSTOMER (SIGNATURE)

DATE