

**REMOTE NET METERING CREDIT
AND
OPERATIONS AND MAINTENANCE AGREEMENT**

COVER SHEET

THIS REMOTE NET METERING CREDIT AND OPERATIONS AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of May____, 2016, (the "Effective Date") between the Parties.

This Cover Sheet is a communication aid between the Parties. All Cover Sheet terms are repeated in the Remote Net Metering Credit and Operations and Maintenance Agreement Terms and Conditions ("Terms and Conditions" beginning on page 6 of this Agreement) in greater detail. In the event of any conflict, the Terms and Conditions take precedence.

Parties:

Provider:

Sunlight Beacon LLC, a New York limited liability company
Contact: Managing Director: 845-473-0300

Customer:

City of Beacon, a New York municipal corporation
Contact: Anthony Ruggeiro, City Administrator

Provider and Customer are referred to individually as a "Party" and together as "Parties".

System Location: The System will be located on the Site, which is a portion of the Premises (see Exhibit A).

Customer Location(s) for Net Metering Credits: various Central Hudson Electric & Gas electricity meter accounts in the name of the City of Beacon at locations to be determined by Customer.

LDC (New York State Electric & Gas) Service Territory Designation: Premises and Customer's location(s) for Net Metering Credits: NY ISO Zone G.

Net Metering Credit Delivery Term: Twenty-five (25) years, starting on the Commercial Operation Date, with 10 years' optional extensions. Estimated Commercial Operation Date: Q3 2017.

Annual Estimated System Production: See Exhibit B.

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Price: see Exhibit E.

Payment: The Resource Payment will be based on the Monthly Production from the previous month, as determined by the Production Meter installed by Provider. Customer shall not be obligated to make a Resource Payment in any month in which the LDC does not provide Customer with Remote Net Metering Credits for the Monthly Production. Payment will be due within 30 days of invoice.

Remote Net Metering Requirements: Customer has provided to Provider copies of power bills that demonstrate Customer's historic electric usage of at least 90% of the Estimated System Production (see Exhibit B).

System Development: Provider will install the System on the Premises. Provider will use commercially reasonable efforts to cause the System to generate and maintain during the Term the Estimated Production. Provider shall finance and construct the System with no additional costs to be incurred by Customer (other than its own transaction costs).

Beneficial Attributes: Customer shall own title and rights to all Beneficial Attributes, but not the Tax Attributes.

(End of Cover Sheet)

RECITALS:

WHEREAS, Public Service Law c. 48, Art. 4, §66-j (the “Statute”) permits a non-residential customer of an electric corporation who owns or operates solar electric generating equipment at premises owned or leased by such customer, upon which premises a net energy meter is installed, to designate all or a portion of the net metering credits generated by such solar electric equipment to meters at any other property owned or leased by such customer within the service territory of the same electric corporation to which said customer's net energy meter is interconnected, so long as both properties are located within the same load zone, as determined by the location-based marginal price as of the date of initial request by the customer-generator to conduct net metering;

WHEREAS, Customer issued a request for proposals April 15, 2015, (the “RFP”) for a solar energy generating system to be located on the Customer-owned Landfill located on the Premises, from which Customer shall receive remote net metering credits under the Statute;

WHEREAS, Customer awarded the RFP project to Provider, by decision- by the Beacon City Council pursuant to a resolution adopted on February 29, 2016;

WHEREAS, Customer owns the Premises, and owns and operates the Landfill;

WHEREAS, Provider intends to construct and install the System on the Landfill, and operate and maintain the System on Customer’s behalf; and

WHEREAS, Provider and Customer desire to enter into this Agreement, under which Customer shall receive Remote Net Metering Credits created by the System’s electricity production.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Each of the following are a part of this Agreement and are incorporated herein by this reference as though set forth herein in their entirety:

- Cover Sheet
- Terms and Conditions
- Glossary of Terms
- Exhibit A, Premises and Easement Descriptions
- Exhibit B, Estimated System Production
- Exhibit C, Interconnection Agreement
- Exhibit D, NYSERDA Agreement; Incentive Program application.
- Exhibit E, Price.

2. This Agreement constitutes the entire agreement and understanding between

Provider and Customer with respect to the subject matter hereof and supersedes all prior agreements between them relating to the subject matter hereof, which are hereafter of no further force or effect. The Cover Sheet, the Glossary of Terms, the Terms and Conditions, and the Exhibits are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of the Terms and Conditions and those of any Exhibit, the provisions of the Terms and Conditions shall prevail over the terms of the Exhibit, and any conflicting provision of any Exhibit shall be deemed amended as necessary to cause such Exhibit to conform to the Terms and Conditions. In the event of a conflict between the provisions of the Cover Sheet and those in the Terms and Conditions, the provisions of the Terms and Conditions shall prevail over the terms of the Cover Sheet. In the event of a conflict between the provisions of the Cover Sheet and those in the Exhibits, the provisions of the Cover Sheet shall prevail over the terms of the Exhibit, and any conflicting provision of any Exhibit shall be deemed amended as necessary to cause such Exhibit to conform to the Cover Sheet.

3. This Agreement may only be amended, modified, or supplemented by an instrument in writing (a) executed by duly authorized representatives of Customer and Provider, and (b) so long as a Financing Agreement remains in effect, consented to by the related Financing Party, which consent shall not be unreasonably withheld, conditioned, or delayed provided such amendment or modification does not impair any rights of the Financing Party hereunder or impose any obligation which the Financing Party does not wish to assume in the event of an exercise of remedies following a default by Provider under the Financing Agreement.

4. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York without reference to its principles of conflicts of laws.

5. The relationship between Provider and Customer shall not be that of partners, agents, or joint venturers, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Customer, in performing any of their obligations hereunder, shall be independent contractors and shall discharge their contractual obligations at their own risk. Neither Party has the right to create an obligation for the other Party.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(Signatures appear on the following page.)

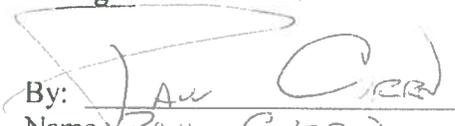
IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Remote Net Metering Credit and Operations and Maintenance Agreement as an instrument under seal as of the Effective Date.

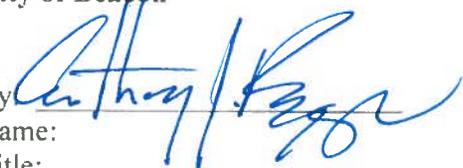
Provider

Customer

Sunlight Beacon LLC

City of Beacon

By: 
Name: PAUL CURREN
Title: MANAGING DIRECTOR

By: 
Name:
Title:

**REMOTE NET METERING CREDIT
AND
OPERATIONS AND MAINTENANCE AGREEMENT**

TERMS AND CONDITIONS

1. **Definitions.** All capitalized words shall have the meanings set forth in the Glossary of Terms unless a different meaning is expressed or clearly indicated by the context. Capitalized words defined in the Glossary of Terms shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined shall be given their common and ordinary meanings.

2. **Term.**
 - 2.1. The term of this Agreement (the “Term”) shall commence on the Effective Date and, unless terminated earlier as per the terms of this Agreement, continue until the date that is twenty-five (25) years after the Commercial Operation Date, except as the Term may be extended pursuant to Section 2.2.
 - 2.2. Customer may extend the Term for ten (10) year extensions upon providing one-hundred eighty (180) days prior written notice to Provider, unless this Agreement has been earlier terminated by either Party pursuant to the terms of this Agreement.
 - 2.3. Customer may, in its sole discretion, terminate this Agreement prior to September 1, 2016, upon five (5) Business Days’ notice to Provider (the fifth day after delivery of the notice shall be the effective date of the termination).
 - 2.4. Upon cessation of the Term, Customer shall immediately surrender any interest it may have in the System and in the Net Energy Meter, if any, to Provider.

3. **Conditions Precedent.**
 - 3.1. The respective rights and obligations of the Parties under this Agreement are expressly conditioned upon the satisfaction in full (or written waiver signed by Provider as to Sections 3.1.1 and 3.1.2; and by both Parties as to Section 3.1.3, 3.1.4, and 3.1.5) of all of the following conditions, which the Parties shall pursue diligently and in good faith:
 - 3.1.1. Financing. Provider shall have received a written commitment from a Financing Party pursuant to which Financing Party agrees to enter into a Financing Agreement with Provider in an amount sufficient to finance the System development.

 - 3.1.2. Governmental Approvals. Provider shall have received all Governmental Approvals necessary to construct and operate the System.

3.1.3. Interconnection. (i) Customer and the LDC shall have executed the Interconnection Agreement; (ii) the LDC shall have issued its “final acceptance” of the System, as provided in the Interconnection Agreement; and (iii) the LDC shall have confirmed, in writing, that the System qualifies for Remote Net Metering Credits.

3.1.4. Incentive Program. The Parties shall have executed the addendum required by NYSERDA for consideration under the NY-Sun Competitive PV Program pursuant to Megawatt Block Incentive Structure, and the Incentive Program application, both attached as Exhibit D. The applicable contractual provisions described in the addendum shall be incorporated herein by reference; Customer shall sign as “Customer” and Provider shall sign as “Contractor,” and each Party shall have the respective rights and obligations as described therein.

3.1.5. Street Light Accounts. Provider shall have produced evidence that Customer’s street light account(s) will be eligible as a Satellite Meter to receive Remote Net Metering Credits.

3.2. If all of the conditions precedent above are not satisfied, or waived in writing, within eighteen (18) months after the Effective Date (the “Early Termination Date”), either Party may terminate this Agreement without penalty by providing notice to the other Party within thirty (30) calendar days after the Early Termination Date. Termination in accordance with this §3.2 shall not release either Party from any obligations arising prior to the effective date of such termination, but neither Party shall have the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the termination effective date. Provider is proceeding at its own risk with this Agreement and Customer shall have no responsibility, financial or otherwise, should either Party exercise this Termination option.

4. **Easements**. To facilitate Customer locating the System on the Premises according to the Statute, Customer hereby grants the following temporary easements for the length of the Term (the “Easements”) to Provider and its designees (including System installer(s), persons responsible for implementing the Incentive Program identified in Section 3.1.4, and Financing Party) for the following purposes, all as detailed on Exhibit A:

(i) Exclusive easement of the upward facing surface of the Site, for the Term, to design, install, inspect, operate, maintain, repair, and remove the System, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement;

(ii) A non-exclusive right of pedestrian, vehicular and equipment access to the Site across or through the Premises at all times, which is necessary or convenient for ingress and egress to the System;

(iii) an exclusive easement of portion(s) of the Premises necessary and convenient to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the System to the LDC electrical distribution system, the location of which will be determined by the LDC;

(iv) electrical and ethernet (approximately six inches below the surface) connections on the Premises for Provider's use to install, operate and maintain the System; and

(v) a non-exclusive easement of approximately 20,000 square feet to be located at a mutually acceptable location on the Premises for temporary (i) storage and staging of tools, materials and equipment, (ii) construction laydown, (iii) parking of construction crew vehicles and temporary construction trailers, (iv) vehicular and pedestrian access and access for System construction activities, and (v) other facilities reasonably necessary to construct, erect, install, expand, modify or remove the System. Upon completion of each construction phase, said easement shall terminate.

4.1. Customer's Easements granted in Sections 4(i), (ii), (iii), and (iv) shall commence on the Effective Date and continue (i) throughout the Term or, (ii) if the Agreement is terminated due to a Customer Default, for any time that would have remained in the Term if no such termination occurred.

4.2. At Provider's request, Customer shall timely execute agreements necessary to give effect to the Easements granted under Section 4.

5. System Design, Engineering, Monitoring, Construction, and Installation.

5.1. Provider, at its expense, shall design, engineer, install and construct the System in accordance with Applicable Law; all requirements established by the LDC, including the SIR; and this Agreement.

5.2. Provider acknowledges the Site is located on the Landfill, and shall at all times comply with, and shall cause its contractors, subcontractors, employees, designees and agents to comply with, the landfill closure plans issued by the NYS DEC and any updated restrictions that may be issued in the DEC's approval of the landfill closure permit modifications for this project.

5.3. Provider may remove trees as necessary on the Premises to obtain solar access to the System.

6. System Acceptance Test; Commercial Operation Date. Promptly after completing System construction, Provider shall, at no cost to Customer, test the System (the "System Acceptance Test") to confirm the System (i) is capable of delivering electricity in accordance with the Interconnection Agreement and (ii) meets all requirements established by the LDC

and Applicable Law. If the results of the System Acceptance Test indicate that the System is capable of delivering electricity generated by the System to the LDC and the System has been approved for interconnected operation by the LDC, Provider shall notify Customer that the System has achieved commercial operation and the date of that occurrence (the "Commercial Operation Date").

7. **Warranty.** Provider warrants that (i) no third party has any interest in any of the materials and supplies used in connection with the System other than a Financing Party; (ii) the System and all materials, equipment and supplies used in connection with the System will be of good quality and new and are free from all liens, claims and encumbrances, other than those specifically provided for herein in favor of the Financing Party; (iii) with the exception of an interest granted in favor of a Financing Party, no System materials or supplies were purchased by Provider or by any subcontractor or material supplier subject to any security interest, chattel mortgage, conditional sale contract, or other agreement under which an interest is retained by the Provider or any third party.

8. **Observation/Inspection.** Customer and its authorized representative's may enter upon the Site upon reasonable notice to Provider to inspect the Premises and the Landfill. Customer's access shall not interfere with Provider's performance of its obligations hereunder.

9. **Metering.**

9.1. The LDC will install and maintain the Net Energy Meter. Provider shall also, at its sole cost and expense, install and maintain during the Term the Production Meter, which shall measure the Monthly Production and allow Customer to monitor the System remotely via an internet connection.

9.2. On behalf of Customer as the LDC's customer of record, Provider may, on its own initiative, and shall upon the reasonable request of Customer, arrange for the LDC to test the accuracy of the Net Energy Meter. If a test reveals the Net Energy Meter to be inaccurate by more than a \pm one percent (1%) tolerance band, the Provider will have the Net Energy Meter recalibrated no later than five (5) business days, provided that there will be no adjustments to prior invoices.

10. **Operation and Maintenance.**

10.1. Customer shall operate the System, provided, however, Provider shall, in accordance with Applicable Law, Governmental Authority approvals, Industry Standards, standards required by the LDC, the Interconnection Agreement, applicable requirements of insurance policies maintained by Provider with respect to the System and applicable contractor, subcontractor and vendor warranties and guarantees and manufacturers' instructions and specifications, operate, repair, monitor, and maintain the System on Customer's behalf during the Term so as to maintain the System in good working order as required for the System to produce Remote Net Metering Credits (the "O&M Services").

- 10.2. Provider shall maintain the Site for the Term, including but not limited to any mowing of surface vegetation, maintenance of area fencing, and repair of its own equipment and property, but excluding Landfill maintenance.
- 10.3. Provider shall promptly notify Customer of any material communications between Provider and the LDC with respect to the System, including, without limitation, notices and communications with the individual designated as Customer's representative under the Interconnection Agreement.

11. Remote Net Metering Credits; Tax Attributes.

- 11.1. Commencing on the Commercial Operations Date and continuing throughout the Term, except as expressly provided herein, Customer shall own and be entitled to all right, title and interest to and benefits derived from the electricity generated by the System, including without limitation all right, title and interest in and to the Remote Net Metering Credits and Beneficial Attributes, but not the Tax Attributes.
- 11.2. With the assistance of Provider, Customer shall register the Net Energy Meter at the Premises with the LDC and then request that the LDC allocate the Remote Net Metering Credits to Customer's Satellite Meter accounts, according to Customer's direction. Provider shall have no obligation to verify power usage at any Satellite Meter. Customer understands the Remote Net Metering Credits delivered to Customer's LDC account in any particular month will be reflected on Customer's invoice from the LDC as a monetary credit amount (based on electricity production measured by the Net Energy Meter at the LDC's non-demand price for small commercial service) and not as an electricity quantity; and that such credit will be reflected on Customer's monthly LDC invoice according to the LDC's billing cycle, which may be approximately one (1) month after the electricity associated with the Remote Net Metering Credits are generated by the System. If the LDC incorrectly implements the Remote Net Metering Credit allocation, Customer shall only pay for those Remote Net Metering Credits which actually appear on Customer's LDC statement. Provider will interact with LDC to attempt to correct any such mistake, and Customer agrees to cooperate in a timely manner as needed to effect such correction.
- 11.3. Customer shall not select an electricity generation supplier, under competitive procurement or otherwise, that requires as a condition of service (a) removal or discontinued operation of the System, (b) additional charges on Provider, or (c) the purchase from such supplier to the exclusion of Customer's obligations under this Agreement.
- 11.4. As between Customer and Provider, all Tax Attributes relating to the System or the sale of electricity therefrom will be and remain Provider's property. Each Party, upon request of the other, shall execute all such documents and instruments reasonably necessary or desirable to effect or evidence Provider's right, title and interest to the Tax

Attributes, as provided herein.

12. Price and Payment.

12.1. Customer shall pay the “Resource Payment” to Provider. The Resource Payment for any Billing Month shall equal the product of the Monthly Production in such Billing Month measured in kWh multiplied by the Price.

12.2. Except as may be otherwise expressly provided in this Agreement, no fees or charges other than the Resource Payment shall be due from Customer to Provider.

12.3. Payment Timing and Method.

12.3.1. No later than the 10th day of each Billing Month of the Term after the first full or partial Billing Month, Provider shall deliver to Customer an invoice showing the amount of the Monthly Production for the previous Billing Month based on the Production Meter and Provider’s computation of the Resource Payment in respect thereof. Customer shall pay the Resource Payment to Provider for each Billing Month of the Term; provided that, if the first Billing Month hereunder ends within ten (10) days of the Commercial Operation Date of the System, the Resource Payment for such Billing Month shall be included in the Resource Payment for the following Billing Month. Notwithstanding the definition of “Billing Month”, Provider shall invoice Customer based on Customer’s billing cycle.

12.3.2. Not more than 20 days after receipt of such invoice Customer shall pay to Provider, by wire transfer of immediately available funds to an account specified in writing by Provider or by any other means agreed to by the Parties in writing from time to time, the Resource Payment set forth as due in such invoice, subject to Customer right to challenge in good faith the accuracy of any such invoice.

12.3.3. All payments which are not paid within thirty (30) days when due shall incur the Interest Rate.

13. Provider’s Representations and Warranties. In addition to any other representations and warranties contained in this Agreement, Provider represents and warrants to Customer as of the Effective Date and during and after expiration of the Term that:

13.1. it is duly organized and validly existing and in good standing in the jurisdiction of its organization and is qualified to do business in the State of New York;

13.2. it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

13.3. it has taken all requisite corporate or other action to authorize and approve the

execution, delivery, and performance of this Agreement;

13.4. this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

13.5. to the best of its knowledge, there is no litigation, action, proceeding or investigation pending or threatened on any basis before any court or other Governmental Authority by, against, affecting or involving any of its business, or that would affect its ability to carry out the transactions contemplated herein or the validity and enforceability of this Agreement, or the Interconnection Agreement;

13.6. its execution of, and performance under, this Agreement shall not violate existing applicable law or any agreement to which it is a party; and

13.7. the execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any other agreement or other obligation by which it is bound; or (3) any applicable law.

14. Customer's Representations and Warranties. In addition to any other representations and warranties contained in this Agreement, Customer represents and warrants to the Provider as of the Effective Date and during and after expiration of the Term that:

14.1. it is duly organized and validly existing and in good standing in the jurisdiction of its organization and is qualified to do business in the State of New York;

14.2. it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

14.3. it has taken all requisite corporate or other action to authorize and approve the execution, delivery, and performance of this Agreement;

14.4. this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

14.5. to the best of its knowledge, there is no litigation, action, proceeding or investigation pending or threatened on any basis before any court or other Governmental Authority by, against, affecting or involving any of its business, or that would affect its ability to carry out the transactions contemplated herein;

14.6. its execution of, and performance under, this Agreement shall not violate existing applicable law or any agreement to which it is a party; and

14.7. the execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a

breach of or a default under (1) its organizational documents; (2) any other agreement or other obligation by which it is bound; and (3) any applicable law.

15. EXCLUSION OF WARRANTIES.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NO OTHER WARRANTY TO CUSTOMER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE BY PROVIDER, WHETHER AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE REMOTE NET METERING CREDITS, OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH PROVIDER EXPRESSLY DISCLAIMS.

16. Taxes and Governmental Fees.

16.1. **Provider.** Provider shall be responsible for any and all income taxes associated with payments from Customer to Provider.

16.2. **Customer.** Customer shall be responsible for all taxes, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the generation of electric energy by the System or on the Remote Net Metering Credits. Notwithstanding anything contained herein to the contrary, the Customer shall have no liability or responsibility for any taxes, fees or charges attributable to the Tax Attributes.

17. Provider Defaults and Customer Remedies.

17.1. The following events shall be defaults of Provider (each a “Provider Default”): Provider breaches any material term of this Agreement and such breach remains uncured for 60 days after Customer’s notice to Provider of such breach, if curable within 60 days, or Provider fails to commence and pursue diligently a cure to such breach within 30 days of receiving such notice if a longer cure period is needed, and, in any event, fails to cure within 90 days of receiving such notice.

17.2. Upon the occurrence of any Provider Default and during its continuation beyond any applicable cure periods, Customer may exercise any one or more of the following remedies:

17.2.1. terminate this Agreement;

17.2.2. cease making Resource Payments hereunder other than accrued and unpaid amounts for the period prior to termination; and

17.2.3. exercise any other remedy it may have at law, in equity, or under this Agreement.

18. Customer Defaults and Provider's Remedies.

18.1. The following events shall be defaults of Customer (each, a "Customer Default"):

18.1.1. Customer is Bankrupt.

18.1.2. Customer fails to pay Provider any amount due Provider hereunder within thirty (30) days from the date of notice of such default from Provider; or

18.1.3. Customer breaches any material term of this Agreement other than payment, and such breach remains uncured for 30 days after Provider's notice to Customer of such breach, if curable within 30 days, or Customer fails to commence and pursue diligently a cure to such breach within 30 days of receiving such notice, if a longer cure period is needed, and, in any event, fails to cure within 30 days of receiving such notice.

18.2. Upon the occurrence of any Customer Default and during its continuation, Provider may exercise one or more of the following remedies:

18.2.1. terminate this Agreement;

18.2.2. stop providing the O&M Services;

18.2.3. recover its damages on account of the Customer Default, including an amount equal to the amount of the Resource Payment which are not received on account of such default; and

18.2.4. exercise any other remedy it may have at law or equity or under this Agreement.

18.3. If this Agreement is terminated due to a Customer Default, Customer shall transfer and/or assign to Provider the Net Energy Meter and any related rights and agreements (which Provider agrees to accept), including the Interconnection Agreement; Provider shall continue to operate the System on the Site pursuant to the Easements; and may sell electricity, Net Metering Credits, and other System attributes to entities other than Customer.

19. **Cumulative Remedies.** Except as set forth to the contrary herein, any right or remedy of Provider or Customer shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

20. Force Majeure Event.

- 20.1. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement (other than of a provision that requires payment of money) if and to the extent that any failure or delay in such Parties' performance of one or more of its obligations hereunder is attributable to the occurrence of a Force Majeure Event; provided that, the Party claiming a Force Majeure Event shall (a) notify the other Party in writing of the existence of the Force Majeure Event, (b) promptly exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (c) notify the other Party in writing of the cessation or termination of said Force Majeure Event, and (d) resume performance of its obligations hereunder as soon as practicable thereafter.
- 20.2. Notwithstanding anything in this Agreement to the contrary, if Provider claims relief pursuant to a Force Majeure Event, the obligation of Customer to make any Resource Payments on any payment date shall be suspended as of the date that the Force Majeure Event commenced until Provider notifies Customer that it has resumed performance of its obligations under the Agreement; provided, however, that Customer shall not be excused from making any payments and paying any unpaid Resource Payment due in respect of Remote Net Metering Credits provided to Customer prior to the Force Majeure Event performance interruption.

21. Casualty.

- 21.1. Notwithstanding the Section 20 provisions to the contrary, in the event of occurrence of one of the following events (each, a "Casualty Event"): the destruction of the Site, the Easements, and/or the System by reason of fire, explosion, the elements or other casualty during the Term; or such partial damage or destruction thereof as to render the Site, the Easements, and/or the System wholly untenable or unfit for occupancy; or should the Site, the Easements, and/or the System be so badly injured that the same cannot (notwithstanding Provider's exercise of due diligence) be repaired within the Permitted Repair Period, then the Term shall, at either Party's option, terminate, effective as of the date of such Casualty Event (the "Casualty Date").
- 21.2. The "Permitted Repair Period" means one hundred eighty (180) days from the Casualty Date, provided, however, (i) the Permitted Repair Period shall be extended to the first-occurring June 30th if the Casualty Date falls in December, January, February or March; and (ii) Customer may, at any time within sixty (60) days after the Casualty Date, extend the Permitted Repair Period for an additional one hundred eighty (180) days (in which case the Permitted Repair Period will be three hundred sixty (360) days).
- 21.3. Upon cessation of the Term as provided in §21.1, Customer shall immediately surrender the System and all Customer's interest therein to Provider.
- 21.4. Upon the occurrence of a Casualty Event the Resource Payment shall not accrue or be paid hereunder except to the extent that, during the Permitted Repair Period, the System is generating electricity and Remote Net Metering Credits.

21.5. Provider shall have no obligation to repair under this Section 21 if the Casualty Date occurs within the final 2 years of the Term. If Provider does not repair the System pursuant to this Section 21.5, this Agreement shall terminate upon thirty (30) days' written notice from Provider to Customer. Upon such termination, neither Party shall have any liability to the other, subject to any obligations which arose prior to such termination and subject to provisions which expressly survive termination.

21.6. Notwithstanding the foregoing provisions of this Section 21, in the event of a Casualty Event, if any amount remains outstanding under a Financing Agreement, the terms of the Financing Agreement regarding such Casualty Event will control and supersede the provisions of this Section 21.

22. Condemnation.

22.1. If all or substantially all of the Site or of the System shall be taken by any public or quasi-public authority ("Condemnor") under the power of condemnation, eminent domain or expropriation, or in the event of a conveyance in lieu thereof, so that the purposes of this Agreement are frustrated, the Term shall cease as of the earlier of (i) the date that the Condemnor takes physical possession of the Site or the System, (ii) the date that the System cannot be operated on the Site in a commercially viable manner, or (iii) the date title vests in the Condemnor.

22.2. If a Condemnor condemns a portion, but not all or substantially all of the Site or the System, then the interest and obligations of Parties under this Agreement as to that portion of the Site and the System so taken shall cease and terminate upon the earlier of, (i) the date that the Condemnor takes possession of such portion of the System or the Site, (ii) the date that the System cannot be operated on the Site in a commercially viable manner, or (iii) the date title vests in the Condemnor. If the Site becomes insufficient or unsuitable for System operation, as determined by Provider, in its sole discretion, Provider may terminate this Agreement, at which time the Parties shall be relieved of any further obligations and duties to each other under this Agreement, except which obligations expressly survive any termination hereunder.

22.3. Unless this Agreement is terminated as herein provided, it shall continue in full force and effect as to the remainder of the System or the Site.

22.4. All compensation awarded for any taking or conveyance awarded to Provider shall be paid and distributed to the Parties in accordance with their respective interests under this Agreement.

23. Non-interference. Neither Party will injure or annoy the other Party or any occupants or persons in possession of any other portion of the Premises. If any such interference or injury occurs, the breaching Party shall take all reasonable steps necessary to eliminate such interference or injury promptly. Provider may construct, reconstruct, modify or make

alterations to the Premises as necessary or advisable in connection with Provider's performance of its obligations hereunder.

24. Hazardous Materials.

24.1. Permits; Provider's Responsibility; Indemnity.

24.1.1. Notwithstanding anything else in this Agreement, Provider is not responsible for any Hazardous Materials encountered at the Premises, except for Hazardous Materials introduced to the Premises by Provider, its licensees, representatives, agents, or employees, unless Provider, its licensees, representatives, agents, or employees, disturb existing Hazardous Materials on the Premises associated with the Landfill which require remediation.

24.1.2. At all times throughout the Term, Provider shall be responsible for ensuring that all activities conducted by Provider, and its agents, employees, contractors and subcontractors, on the Site, including but not limited to constructing, installing, operating and maintaining the System, comply with all Applicable Laws regarding Hazardous Materials. Before beginning to install the System, at Customer's request, Provider shall provide to Customer any Hazardous Materials permits, consents or other approvals required by Applicable Law with respect to developing the System on the Site.

24.1.3. Upon encountering Hazardous Materials while constructing the System or performing the O&M Services, Provider will stop work in the affected area and notify Customer, and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Premises.

24.2. Provider shall not, and shall not direct, suffer or permit any of its agents, contractors, subcontractors, employees, licensees or invitees at any time to manufacture or dispose of Hazardous Materials in or about the Premises.

24.3. Provider shall indemnify, defend and hold harmless Customer and its agents, representatives, and employees from any and all liabilities and costs (including any and all sums paid for settlement of claims, litigation, expenses, attorneys' fees, consultant and expert fees) of whatever kind or nature, known, or unknown, resulting or arising from

- (i) Hazardous Materials at any time used, stored or disposed of by Provider or its agents, contractors, subcontractors, employees, licensees or invitees on the Site;
- (ii) any violation of Applicable Laws caused or suffered by Provider or Provider's agents, contractors, subcontractors, employees, licensees or invitees on the Site; and
- (iii) any condition or state of facts constituting damage to the Landfill which Applicable Law requires to be investigated, monitored, cleaned up,

removed, or remediated, and which is caused by Provider, or its agents, contractors, subcontractors, servants, employees, subtenants, or invitees intentional misconduct or negligent act or omission;

other than liabilities and costs resulting from Hazardous Materials introduced to the Premises by, or damage to the Landfill caused by, Customer, its licensees, representatives, agents, or employees.

24.4. Customer shall indemnify, defend and hold harmless Provider and its agents, contractors, subcontractors, employees, or licensees from any and all liabilities and costs (including any and all sums paid for settlement of claims, litigation, expenses, attorneys' fees, consultant and expert fees) of whatever kind or nature, known, or unknown, resulting or arising from

- (i) Hazardous Materials at the Premises; and
- (ii) any violation of Applicable Laws caused or suffered by Customer or its agents, contractors, subcontractors, employees, licensees or invitees on the Site; and
- (iii) any condition or state of facts constituting damage to the Landfill which Applicable Law requires to be investigated, monitored, cleaned up, removed, or remediated, and which is caused by Customer, or its agents, contractors, subcontractors, servants, employees, subtenants, or invitees intentional misconduct or negligent act or omission

other than liabilities and costs resulting from Hazardous Materials introduced to the Premises by, or damage to the Landfill caused by, Provider, its agents, contractors, licensees, representatives, or employees, unless due to Provider's negligence or intentional misconduct.

25. Attorney's Fees, Arbitration Fees. The prevailing party in any litigation or arbitration involving this Agreement shall be entitled to all expenses incurred, including but not limited to, reasonable attorneys' fees, court costs, and arbitration fees and expenses from the non-prevailing party.

26. Effect of Termination. Upon any cancellation or termination of this Agreement, this Agreement shall terminate without further liability of one Party to the other, provided that Customer and Provider shall not be released from any payment or other obligations arising under this Agreement prior to such termination and the provisions of this Agreement that specifically survive termination shall continue to apply.

27. Dispute Resolution.

27.1. **Rules of Arbitration.** Any dispute that is not settled to the mutual satisfaction of the Parties shall be settled by binding arbitration between the Parties conducted in Dutchess County, New York, or such other location mutually agreeable to the Parties, and in accordance with the Commercial Arbitration Rules of the American Arbitration

Association (“AAA”) in effect on the date that a Party gives notice of its demand for arbitration.

27.2. **Dispute Submission.** The Party initiating the Arbitration (the “Submitting Party”) shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the “Responding Party”), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the demand.

27.3. **Arbitrator Selection.** The arbitrator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their Affiliates. Arbitrators must agree to be bound by the confidentiality provisions of this Agreement. If the amount in controversy is less than \$1,000,000, the dispute will be determined by a single neutral arbitrator, who will be chosen by the Parties within 45 days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral arbitrator within such period, the arbitrator shall be chosen by the AAA. If the amount in controversy is \$1,000,000 or greater, the dispute will be determined by a Panel of 3 arbitrators. Each Party shall select one arbitrator, but if a Party fails to select an arbitrator within 45 days of the submission of the demand on the Responding Party, the arbitrator will be chosen by the AAA. The two arbitrators so selected will select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators cannot select the third arbitrator within 30 days (or such additional time as the Parties may agree) of the selection of both of the first two arbitrators, the third arbitrator shall be chosen by the AAA. As used herein, “Panel” means either a single arbitrator or a group of three arbitrators selected as provided herein.

27.4. **Survival of Arbitration Provisions.** The provisions of this §27 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

28. **Limitation of Liability.** NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT. EACH PARTY HEREBY EXPRESSLY WAIVES ANY CLAIM AGAINST AND RELEASES FROM PERSONAL LIABILITY EACH OF THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, SHAREHOLDERS, AND EMPLOYEES OF THE OTHER PARTY, EXCEPT TO THE EXTENT OF SUCH PERSON’S WILLFUL MISCONDUCT.

29. Assignment

29.1. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be

binding upon the Parties and their respective permitted successors and assigns; provided, that Provider, in its reasonable discretion, may elect to use such certified and licensed subcontractors as it may choose in performing any of its obligations hereunder, and the subcontractor's performance of any Provider obligation shall satisfy such obligation to the extent of the subcontractor's performance.

29.2. **Assignment by Customer.** Customer shall not Assign this Agreement without Provider's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed.

29.3. **Assignment by Provider.** Provider shall not Assign this Agreement without Customer's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, except Provider may Assign this Agreement without Customer consent in whole or in part pursuant to Section 29.4.

29.4. **Consent to Assignment for Financing or Leasing.** Customer acknowledges that Provider may enter into agreements to finance all or a portion of the System development costs, whether by a sale-leaseback of all or a portion of the System with a Financing Party or entering into other arrangements with a Financing Party in the form of debt, equity, tax equity or other financing arrangement (the "Financing Agreement").

Notwithstanding any provisions in this Agreement to the contrary, Provider may collaterally assign, or assign fully in connection with any System financing (which may, in connection with such Assignment, permit the Financing Party to further assign collaterally), its rights, and/or obligations hereunder, or the Agreement in its entirety, for purposes of securing such financing or leasing arrangement. Customer hereby consents to any such Assignment.

29.4.1. If Provider assigns this Agreement, or any portion hereof, to a Financing Party as provided herein, Customer acknowledges and agrees that such Financing Party shall not be personally liable for performing Provider's obligations under this Agreement.

29.4.2. Customer shall sign, execute and deliver or cause to be delivered each consent to assignment, legal opinion, instrument or other document as Provider or any Financing Party may reasonably request to satisfy the Financing Party's requirements with respect to or in connection with any System financing or lease, so long as such opinion, instrument or other document does not materially amend the terms of this Agreement, or materially impair the Customer's rights hereunder. Customer also agrees, to the extent required by a Financing Party, to provide Provider and/or a Financing Party with such information about Customer or the Premises as Provider or a Financing Party may reasonably request. Provider shall reimburse Customer for all costs and expenses incurred in connection with Customer's obligations under this Section 29.4.2.

30. Rights of Financing Parties.

30.1. Rights Upon Event of Default.

30.1.1. Financing Party, as System owner or as collateral assignee of this Agreement and holder of a security interest in the System, shall be entitled to exercise, in Provider's place and stead, any and all Provider rights and remedies under this Agreement, according to the Agreement terms. If Financing Party directs Customer to remit Resource Payments, or any portion thereof, directly to Financing Party, Customer will comply with such notice, and shall have no liability to Provider by so complying;

30.1.2. Financing Party shall also be entitled to exercise all rights and remedies under the Financing Agreement and of owners or secured parties under applicable law, respectively, generally with respect to this Agreement and the System;

30.1.3. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any Provider Default in the time and manner required by this Agreement. Nothing herein requires the Financing Party to cure any Provider Default under this Agreement or, unless the Financing Party has succeeded to Provider's interests under this Agreement and has agreed in writing to assume Provider's obligations hereunder, to perform any act, duty or obligation of Provider under this Agreement, but Customer hereby gives it the option to do so;

30.1.4. Upon the exercise of remedies, including any System sale by Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party in lieu thereof, the Financing Party shall notify Customer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Provider Default under this Agreement. At Financing Party's request, Customer shall enter into a new agreement with the Financing Party having substantially the same terms and conditions as this Agreement; and

30.1.5. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within 90 days of such termination or rejection, Customer shall enter into a new agreement with the Financing Party having substantially the same terms and conditions as this Agreement.

30.2. Right to Cure.

30.2.1. Customer shall not exercise any right to terminate or suspend this Agreement unless it shall have given Financing Party prior written notice of its intent to

terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within 30 days after receipt of notice of a payment default, and 120 days after receipt of notice of a non-payment default; provided that if such condition reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional 120 days. The Parties' respective obligations will otherwise remain in effect during any cure period.

30.2.2. If the Financing Party, pursuant to an exercise of remedies, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 30.2.1, cure Provider Defaults existing as of the date of such acquisition title or control, then a Provider Default shall no longer be deemed to have occurred under this Agreement, and this Agreement shall continue in full force and effect.

30.3. **Amendments.** So long as a Financing Agreement remains in effect, Provider and Customer will not amend or modify this Agreement without the prior written consent of the related Financing Party. Such consent shall not be unreasonably withheld, conditioned, or delayed provided such amendment or modification does not impair any rights of the Financing Party hereunder or impose any obligation which the Financing Party does not wish to assume in the event of an exercise of remedies following a default by Provider under the Financing Agreement.

31. Notices.

31.1. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by email, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified herein when hand delivered, upon confirmation of sending when sent by email (if sent during normal business hours or the next Business Day if sent at any other time), on the day after being sent when sent by overnight delivery service, or 5 Business Days after deposit in the mail when sent by U.S. mail.

31.2. Notice Addresses

Provider Address:

Managing Director
Sunlight Beacon LLC
c/o BQ Energy LLC
47 S Hamilton St
Poughkeepsie, NY 12601
845 473 0300

Paul.curran@bqenergy.com

Customer Address:

City Administrator
City of Beacon
One Municipal Plaza
Beacon, New York 12508
845-838-5009
aruggiero@cityofbeacon.org

31.3. If a Financing Agreement is in effect, Provider and Customer will copy the related Financing Party on all notices sent under this Agreement at the address designated by the Financing Party from time to time via a notice method authorized under the Agreement, so long as Customer is provided with Financing Party's address.

32. Insurance

32.1. **Coverages.** Provider shall maintain the following insurance coverages in full force and effect throughout the Term, provided by one or more insurance companies authorized to write such coverage in the State of New York:

32.1.1. Commercial general liability insurance in a combined single limit of not less than \$2,000,000 for each occurrence and \$2,000,000 in the aggregate for bodily injury or death of persons and/or loss of or damage to property;

32.1.2. Beginning upon commencement of the construction of the System, insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the full replacement cost of the System, including all equipment and improvements installed or constructed or to be installed or constructed on the Premises;

32.1.3. Workers' compensation insurance in amounts as required by applicable law;

32.1.4. Automobile liability insurance in a combined single limit of not less than \$1,000,000 covering owned (but only if Lessor owns any vehicles), non-owned, leased or hired vehicles for each occurrence for bodily injury or death of persons and/or loss of or damage to property; and

32.1.5. Excess umbrella liability insurance in an amount not less than \$5,000,000.

32.2. **Waiver of Subrogation:** Provider and Customer waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained by Provider pursuant to this Section 32. Provider's policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have

a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

- 32.3. **Certificates of Insurance.** Provider shall furnish, on or prior to the Effective Date and then annually according to Provider's insurance year, certificates of insurance evidencing that all insurance coverage required hereunder is being maintained. Each insurance policy provided hereunder shall contain a provision whereby the insurer agrees to provide 30 days' written notice to Customer before the insurance is cancelled. Each insurance policy provided hereunder shall be written on an occurrence basis and shall include the Customer as an additional insured as its interest may appear.

33. Indemnification

- 33.1. **Indemnification of Customer.** Subject to Section 24 (regarding indemnity for Hazardous Materials, and to the extent permitted by applicable law, Provider shall indemnify, hold harmless and defend Customer and its officers, employees, and agents (collectively, the "Customer Indemnified Parties") from and against all liabilities, losses, damages, penalties, costs, and expenses, including reasonable attorneys' fees, that may be imposed upon or incurred by or asserted against any Customer Indemnified Party by reason of any of the following occurrences during the Term:

- 33.1.1. any services provided by Provider hereunder and/or any work or thing done in, on or about the Premises or any part thereof by Provider, its agents, contractors, subcontractors, servants, employees, or invitees;
- 33.1.2. any negligence on the part of Provider or any of its agents, contractors, subcontractors, servants, employees, licensees or invitees in, on or about the Premises (including the Premises) or in connection with the System;
- 33.1.3. any accident, injury, or damage to any person or property occurring in, on or about the Premises or any part thereof, except to the extent caused by the negligence or intentional misconduct of Customer or any of Customer's officers, employees or agents; and
- 33.1.4. any failure on the part of Provider or any of its agents, contractors, subcontractors, servants, employees, licensees or invitees in, on or about the Premises to fully comply with applicable law or the terms of this Agreement, or the Interconnection Agreement.

If any action or proceeding is brought against any Customer Indemnified Party by reason of any such claim, Customer may elect that Provider defend such action or proceeding with counsel approved by Customer. Upon written notice from Customer of such election, Provider shall defend such action or proceeding at Provider's expense to Customer's reasonable satisfaction.

33.2. **Indemnification of Provider.** Subject to Section 24 (regarding indemnity for Hazardous Materials, and to the extent permitted by applicable law, Customer shall indemnify, hold harmless and defend Provider and its officers, employees, and agents (collectively, the “Provider Indemnified Parties”) from and against all liabilities, losses, damages, penalties, costs, and expenses, including reasonable attorneys’ fees, that may be imposed upon or incurred by or asserted against any Provider Indemnified Party by reason of any of the following occurrences during the Term:

33.2.1. any negligence on the part of Customer or any of its agents, servants, employees, licensees or invitees in, on or about the Premises or in connection with the System; and

33.2.2. any accident, injury, or damage to any person or property occurring in, on or about the Premises or any part thereof, to the extent caused by the negligence or intentional misconduct of Customer or any of Customer’s officers, employees or agents.

In case any action or proceeding is brought against any Provider Indemnified Party by reason of any such claim, Provider may elect that Customer defend such action or proceeding with counsel approved by Provider. Upon written notice from Provider of such election, Customer shall defend such action or proceeding at its expense to Provider’s reasonable satisfaction.

33.3. **Survival.** The provisions of this Section 33 shall survive the expiration or earlier termination of the Agreement.

34. Miscellaneous.

34.1. **Cooperation.** Each of the Parties shall use commercially reasonable efforts to take or cause to be taken, and to cooperate with the other Party with respect to all actions, and to do, or cause to be done, consistent with applicable law, all things, necessary, proper or advisable, to consummate and make effective the transactions contemplated by this Agreement.

34.2. **Industry Standards.** Except as otherwise set forth herein, the normal standards of performance considered to be prudent within the solar power generation industry in New York shall be the measure of whether a Party’s performance is reasonable and timely; provided, however, that this provision shall not alter any of the time periods or standards of performance which are expressly stated herein. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

34.3. **Limited Effect of Waiver.** The failure of either Provider or Customer to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

34.4. **Survival.** In addition to the other provisions of this Agreement that shall survive any expiration or termination hereof in accordance with the explicit terms thereof, the Glossary of Terms, the provisions of §28 (Limitation of Liability), §29 (Assignment), §31 (Notices), §33 (Indemnification), and §34 (Miscellaneous) shall survive the expiration or termination of this Agreement for any reason; provided, that the survival of any particular provision shall be limited in duration if and to the extent such survival is explicitly limited herein or otherwise limited by applicable law.

34.5. **Severability.** 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 under Section 27 (regarding dispute resolution) 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.

34.6. **Confidentiality.** Except to provide general information regarding the project, the Parties shall not disclose the terms of this Agreement to any other person, other than (i) assignees or prospective purchasers of Parties, (ii) any counsel, lender, accountant or advisor engaged by a Party, and (iii) Provider may disclose the terms hereof to any contractor or supplier bidding upon construction of all or part of the System, to any person which may seek to provide financing for or to invest in the System and to any future subtenant or assignee. Further, each Party may disclose any terms hereof to the extent required by law, provided that the disclosing Party, to the extent practicable, gives notice of any request for disclosure to the non-disclosing Party and cooperates with efforts by the non-disclosing Party to minimize the extent of the information disclosed and the persons to whom it is disclosed.

(End Terms and Conditions.)

GLOSSARY OF TERMS

- 1.1 “**AAA**” has the meaning set forth in §27.1.
- 1.2 “**Agreement**” means this Lease, Operations and Maintenance, and Remote Net Metering Credit Agreement, including all Exhibits and attachments hereto.
- 1.3 “**Applicable Law**” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, which may at any time be applicable to the Site, the Premises, the System, the Beneficial Attributes or the Tax Attributes, or any part thereof or to any condition or use thereof, and all licenses, permits and other governmental consents which are or may be required for the use and occupancy of the Site for the installation, operation, maintenance and removal of the System.
- 1.4 “**Assign**” means to sell, transfer, assign, pledge or cause to be assumed.
- 1.5 “**Assignment**” means a sale, transfer, pledge or action causing assumption of a given agreement.
- 1.6 “**Bankrupt**” means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within sixty (60) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; or (vii) causes or is subject to any event with respect to it which, under any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vi) inclusive.
- 1.7 “**Beneficial Attributes**” means any offset, credit, benefit, reduction, rebate, financial incentive and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, RECs, Solar RECs, carbon credits, Green-e products, forward capacity market credits or other credits earned by or in connection with, or otherwise attributable to, the System, or the electricity produced by the System, under or with respect to the Federal Clean Air Act

(including, but not limited to, Title IV of the Clean Air Act Amendments of 1990), any state or federal renewable portfolio standard or renewable energy standard or other portfolio purchase mandate or requirement, including the renewable portfolio standard of the State of New York, the Regional Greenhouse Gas Initiative or any statute or regulation implementing the foregoing, any federal or other applicable act or regulation relating to carbon emissions or a cap or other limitation thereupon or any other state, federal or other Governmental Authority act, law or regulation that provides offsets, credits, benefits, reductions, allowances or incentives of any kind or nature related to electricity generation, generation capacity or emissions (or the lack or avoidance thereof). To avoid any doubt, Beneficial Attributes does not include Tax Attributes.

- 1.8 “**Billing Months**” (individually, a “**Billing Month**”) means the periods for which the LDC bills the Customer for the purchase of electricity; provided, that no period of time shall be considered a Billing Month hereunder unless such period occurs, or concludes, after the Commercial Operation Date.
- 1.9 “**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.
- 1.10 “**Casualty Date**” has the meaning set forth in §21.1.
- 1.11 “**Commercial Operation Date**” is the date identified in §6.
- 1.12 “**Customer Default**” has the meaning set forth in §18.1.
- 1.13 “**Customer Indemnified Parties**” has the meaning set forth in §33.1.
- 1.14 “**Early Termination Date**” is defined in §3.2.
- 1.15 “**Easement(s)**” means areas of the Premises defined in Section 4, which will be further described on Exhibit A as follows: Before commencing System construction, Provider shall, at its sole expense, obtain a survey of the portion of the Premises determined to be the final Easement areas, and that survey shall be an amendment to this Agreement as Exhibit A, and the Easement(s) shall then mean the areas defined by the survey.
- 1.16 “**Effective Date**” is the date entered in the 1st paragraph of this Agreement.
- 1.17 “**Equipment Leasing Party**” means any Person to whom Provider transferred the ownership interest in the System, subject to a leaseback of the System from such Person.
- 1.18 “**Estimated System Production**” is set forth in Exhibit B.
- 1.19 “**Financing Agreement**” has the meaning set forth in §29.4.
- 1.20 “**Financing Party**” or “**Financing Parties**” means any and all Persons or successors in

interest thereof, directly or indirectly, (i) lending money, (ii) extending credit, (iii) investing equity capital or (iv) providing or financing any System or other arrangement including tax equity investments for or in connection with any of the following: (a) the construction, term or permanent financing of the System; (b) working capital or other ordinary business requirements of the System (including the maintenance, repair, replacement or improvement of the System); (c) any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the System; or (d) the purchase of the System and the related rights, and any assignee (including any purchaser or transferee) or designee of such Person. For avoidance of doubt, “Financing Party” shall include an Equipment Leasing Party, if any, and any Person providing any of the foregoing categories of financing to Equipment Leasing Party with respect to the System.

1.21 “***Force Majeure Event***” means an event, occurrence or circumstance, or combination thereof, beyond the reasonable control of a Party which wholly or partly prevents or delays the performance of any obligation arising under this Agreement, and is not the result of the negligence of the claiming Party, and which by the exercise of reasonable due diligence, the claiming Party is nonetheless unable to overcome or avoid or cause to be avoided, including, but not limited to: (a) acts of God, terrorism, war, blockade, riot, civil disturbance or sabotage; (b) any effect of unusual natural elements, including fire, subsidence, earthquakes, floods, lightning, tornadoes, unusually severe storms, or similar cataclysmic occurrence or other unusual natural calamities; (c) environmental and other contamination at or affecting the Site, the System or a Party’s obligations hereunder, except as may be caused by the negligence or affirmative act of a Party; (d) explosion, accident or epidemic; (e) failure of a Governmental Authority to issue any permits properly applied for or to take any other action required to be taken by such Governmental Authority; (f) failure of an LDC to issue any permissions properly applied for and diligently pursued in good faith, or to take any other action required to be taken by such LDC; and (g) general strikes, lockouts or other collective or industrial action by workers or employees, or other labor difficulties; provided, that neither the lack of money nor changes in market conditions shall constitute a Force Majeure Event.

1.22 “***Governmental Approvals***” include

- Storm Water Pollution Prevention Plan: NYS Department of Environmental Conservation;
- Post-closure Use Permit: NYS Department of Environmental Conservation;
- Building Permit: City of Beacon;
- Electrical Permit: City of Beacon;
- NYSERDA Approvals: NYSERDA;
- Permits and approvals as identified through NYS SEQRA process; and
- minor permits and approvals.

1.23 “***Governmental Authority***” means the United States of America, the State of New York, and any political or municipal subdivision thereof, and any agency, department,

commission, board, bureau, or instrumentality of any of them, and any independent electric system operator.

- 1.24 “**Hazardous Materials**” means those substances defined, classified, or otherwise denominated as a “hazardous substance,” “toxic substance,” “hazardous material,” “hazardous waste,” “hazardous pollutant” “toxic pollutant” or oil in Applicable Law or in any regulations promulgated pursuant to any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen.
- 1.25 “**Incentive Program**” is identified in Section 3.1.4.
- 1.26 “**Interconnection Agreement**” is the agreement regarding interconnecting the System to the LDC distribution system, the form of which is set forth as Exhibit C.
- 1.27 “**Interest Rate**” means a fluctuating interest rate per annum equal to the sum of the lesser of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, or (ii) the maximum rate permitted by any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen. . In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by Provider and reasonably acceptable to Customer. The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of 365 days and the actual number of days for which such interest is due.
- 1.28 “**kWh**” means kilowatt-hours
- 1.29 “**Landfill**” is the landfill located on the Premises, owned by Customer.
- 1.30 “**LDC**” means the regulated electric local distribution company that provides electric distribution service to the Site.
- 1.31 “**Monthly Production**” means the total electricity produced by the System in the relevant Billing Month in kWh’s, as determined on or shortly after the last day of such Billing Month based upon recordings produced by the Net Energy Meter.
- 1.32 “**MWh**” means megawatt-hours
- 1.33 “**Net Energy Meter**” means a meter installed by the LDC and located at the Site, that measures the reverse flow of electricity to register the difference between the electricity supplied by the LDC to the Site and the electricity provided to the LDC by the System.

- 1.34 **“O&M Services”** has the meaning set forth in §10.1.
- 1.35 **“Panel”** has the meaning set forth in §27.3.
- 1.36 **“Permitted Repair Period”** has the meaning set forth in §21.2.
- 1.37 **“Person”** means any individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.
- 1.38 **“Premises”** means the premises located at Denning Ave, Beacon, New York, more particularly described in attached Exhibit A.
- 1.39 **“Price”** is as stated on Exhibit E.
- 1.40 **“Production Meter”** means a metering system installed by Provider and located at the Premises, which measures the flows of electricity to register the difference between the electricity supplied by the LDC to the Premises and the electricity provided to the LDC by the System.
- 1.41 **“Provider Default”** has the meaning set forth in §17.1.
- 1.42 **“Provider Indemnified Parties”** has the meaning set forth in §33.2.
- 1.43 **“REC”** means Renewable Energy Credit and is a form of Beneficial Attribute.
- 1.44 **“Remote Net Metering Credit”** means the net metering credits associated with the electricity generated by the System, as measured by the Net Energy Meter.
- 1.45 **“Resource Payment”** means Customer’s payment to Provider for and in consideration of Provider’s obligations under this Agreement, as set forth in §12.1.
- 1.46 **“Responding Party”** has the meaning set forth in §27.2.
- 1.47 **“Satellite Meter”** means an electric power meter owned by the Customer, to which the Remote Net Metering Credits will be applied.
- 1.48 **“SIR”** means the New York State Standardized Interconnection Requirements for new distributed generation units with a nameplate capacity of 2 MW or less connected in parallel with the LDC’s distribution system.
- 1.49 **“Site”** means the approximately 12 acre portion of the Premises on the Landfill, as described on Exhibit A, until further defined as follows: Before commencing System construction, Provider shall, at its sole expense, obtain a survey of the portion of the Premises determined to be the final Site, and that survey or plot plan shall be an

amendment to this Agreement as Exhibit A, and the Site shall then mean the area defined by the survey.

- 1.50 “**SREC**” means solar renewable energy credit and is a form of Beneficial Attribute.
- 1.51 “**Statute**” is Public Service Law c. 48, Art. 4, §66-j.
- 1.52 “**Submitting Party**” has the meaning set forth in §27.2.
- 1.53 “**System**” means the solar electric generating facility installed upon the Site, including, but not limited to, the System Assets, which produces electricity.
- 1.54 “**System Acceptance Test**” has the meaning set forth in §6.
- 1.55 “**System Assets**” means each and all of the assets of which the System is comprised, including solar energy panels, mounting systems, tracking devices, inverters, integrators and other related equipment and components installed on the Site, electric lines and conduits required to connect such equipment to the LDC , protective and associated equipment, improvements, metering devices, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary to construct, operate, and maintain the System.
- 1.56 “**Tax Attributes**” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions (including accelerated and/or bonus depreciation) under the Internal Revenue Code or applicable federal, state, or local law, available as a result of the ownership and operation of the System or the output generated by the System.
- 1.57 “**Term**” shall have the meaning set forth in § 2.1 herein.

EXHIBIT A

Premises and Easement Descriptions

The Premises is the parcel of land located at Dennings Ave, Beacon, New York, containing approximately 33.35 acres, being among that land conveyed by deed recorded in the Clerk's Office, Dutchess County, New York, as depicted in the three parcels enumerated below.

Dutchess County Parcel 660374 (6.65 Acres),
Dutchess County Parcel 679329 (10.1 Acres),
Dutchess County Parcel 650450 (16.6 Acres)

The Premises is shown on the parcel map attached as Exhibit A-1.

The Site is the approximately 12 acre portion of the Premises on the Landfill, which shall be further defined as follows: Before commencing System construction, Provider shall, at its sole expense, obtain a survey of the portion of the Premises determined to be the final Site, and the portions of the Premises determined to be the remaining Easements described in Section 4, and that survey or plot plans subject to review and approval by the Customer, shall be an amendment to this Agreement as Exhibit A, and the Site and the remaining Easements shall then mean the area defined by the survey.



Exhibit B

Estimated System Production

| | (KWH-AC) |
|---------------|----------------|
| JAN | 181.4 |
| FEB | 214.6 |
| MAR | 247.3 |
| APR | 333.7 |
| MAY | 300.3 |
| JUN | 373.6 |
| JUL | 414.3 |
| AUG | 360.3 |
| SEP | 194.5 |
| OCT | 213.0 |
| NOV | 184.0 |
| DEC | 168.9 |
| ANNUAL | 3,186.4 |

Note: The degradation in output over time is estimated to be no more than 0.7% per year.

**Exhibit C
Interconnection Agreement**

[SIGNED COPY ATTACHED]



CITY OF BEACON
New York

Anthony J. Ruggiero, M.P.A.
City Administrator

OFFICE OF CITY ADMINISTRATOR

845-838-5000

March 4, 2016

Central Hudson Gas & Electric
Attention: Diana Barton
284 South Avenue
Poughkeepsie, New York 12601

RE: Letter of Authorization for Interconnection Application

Dear Diana:

This letter is to authorize BQ Energy, LLC to be our agent to initiate an interconnection request for a 1,980 KW distributed solar energy installation (the "Project") on our premises at 100 Dennings Avenue, Beacon, New York 12508.

BQ Energy will be fully responsible for this application including any costs associated with any study work that Central Hudson may feel appropriate in evaluating the technical feasibility of this request. Any such costs should be directly invoiced to BQ Energy. Their contact information is:

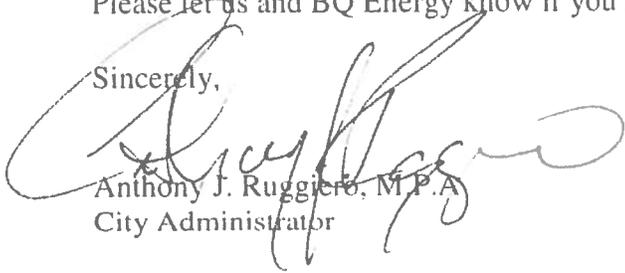
BQ Energy, LLC
Paul Curran, Managing Director
47 South Hamilton Street
Poughkeepsie, New York 12601

Attached is the following:

1. Signed Interconnection Contract (Appendix "A")
2. Signed Interconnection Application (Appendix "B") including a copy of equipment certification to the most recent revision of UL 1741
3. Three-line diagram specific to the Project, and
4. A check in payment of the non-refundable \$350 application fee

Please let us and BQ Energy know if you need any additional information.

Sincerely,



Anthony J. Ruggiero, M.P.A.
City Administrator

APPENDIX A

NEW YORK STATE
STANDARDIZED CONTRACT
FOR INTERCONNECTION OF NEW DISTRIBUTED GENERATION UNITS
WITH CAPACITY OF 2 MW OR LESS CONNECTED IN PARALLEL WITH
UTILITY DISTRIBUTION SYSTEMS

Customer Information:

Name: _ City of Beacon

Address: _ 100 Dennings Ave
Beacon, NY 12508

Telephone: _ 845 - 838 - 5000

Fax: _ 845 - 838 - 5012

Email: _ mayor@cityofbeacon.org

Utility Information:

Name: _ Central Hudson Gas and Electric

Address: _ 284 South Avenue
Poughkeepsie, NY 12601

Telephone: _ 845-488-5505

Fax: _ 845 - 486 - 5658

Email: _ dbarton@cenhud.com

Unit Application/File No. _
This project is known as Beacon Sun

Utility Account Number: _ New Service

DEFINITIONS

Dedicated Facilities means the equipment and facilities on the Utility's system necessary to permit operation of the Unit in parallel with the Utility's system.

Delivery Service means the services the Utility may provide to deliver capacity or energy generated by Customer to a buyer to a delivery point(s), including related ancillary services.

"Net energy metering" means the use of a net energy meter to measure, during the billing period applicable to a customer-generator, the net amount of electricity supplied by an electric corporation and provided to the corporation by a customer-generator.

"SIR" means the New York State Standardized Interconnection Requirements for new distributed generation units with a nameplate capacity of 2 MW or less connected in parallel with the Utility's distribution system

"Unit" means the distributed generation Unit with a nameplate capacity of 2 MW or less located on the Customer's premises at the time the Utility approves such Unit for operation in parallel with the Utility's system. This Agreement relates only to such Unit, but a new agreement shall not be required if the Customer makes physical alterations to the Unit that do not result in an increase in its nameplate generating capacity. The nameplate generating capacity of the Unit shall not exceed 2 MW, except for fuel cell electric generating units which shall not exceed 1.5 MW and farm waste generating units shall not exceed 1.0 MW.

I. TERM AND TERMINATION

1.1 Term: This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated.

1.2 Termination: This Agreement may be terminated as follows:

- a. The Customer may terminate this Agreement at any time, by giving the Utility sixty (60) days' written notice.
- b. Failure by the Customer to seek final acceptance by the Utility within twelve (12) months after completion of the utility construction process described in the SIR shall automatically terminate this Agreement.
- c. Either Party may, by giving the other Party at least sixty (60) days' prior written notice, terminate this Agreement in the event that the other Party is in default of any of the material terms and conditions of this Agreement. The terminating Party shall specify in the notice the basis for the termination and shall provide a reasonable opportunity to cure the default.
- d. The Utility may, by giving the customer at least sixty (60) days' prior written notice, terminate this Agreement for cause. The Customer's non-compliance with an upgrade to the SIR, unless the Customer's installation is "grandfathered," shall constitute good cause.

1.3 Disconnection and Survival of Obligations: Upon termination of this Agreement the Unit will be disconnected from the Utility's electric system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

1.4 Suspension: This Agreement will be suspended during any period in which the Customer is not eligible for delivery service from the Utility

II. SCOPE OF AGREEMENT

2.1 Scope of Agreement: This Agreement relates solely to the conditions under which the Utility and the Customer agree that the Unit may be interconnected to and operated in parallel with the Utility's system.

2.2 Electricity Not Covered: The Utility shall have no duty under this Agreement to account for, pay for, deliver, or return in kind any electricity produced by the Facility and delivered into the Utility's System unless the system is net metered as described in Public Service Law Sections 66-j or 66-l.

III. INSTALLATION, OPERATION AND MAINTENANCE OF UNIT

3.1 Compliance with SIR: Subject to the provisions of this Agreement, the Utility shall be required to interconnect the Unit to the Utility's system, for purposes of parallel operation, if the Utility accepts the Unit as in compliance with the SIR. The Customer shall have a continuing obligation to maintain and operate the Unit in compliance with the SIR.

3.2 Observation of the Unit - Construction Phase: The Utility may, in its discretion and upon reasonable notice, conduct reasonable on-site verifications during the construction of the Unit. Whenever the Utility chooses to exercise its right to conduct observations herein it shall specify to the Customer its reasons for its decision to conduct the observation. For purposes of this paragraph and paragraphs 3.3 through 3.5, the term "on-site verification" shall not include testing of the Unit, and verification tests shall not be required except as provided in paragraphs 3.3 and 3.4.

3.3 Observation of the Unit - Ten-day Period: The Utility may conduct on-site verifications of the Unit and observe the execution of verification testing within a reasonable period of time, not exceeding ten (10) business days after system installation. The applicant's facility will be allowed to commence parallel operation upon satisfactory completion of the verification test. The applicant must have complied with and must continue to comply with all contractual and technical requirements.

3.4 Observation of the Unit - Post-Ten-day Period: If the Utility does not perform an on-site verification of the Unit and observe the execution of verification testing within the ten-day period, the Customer will send the Utility within five (5) days of the verification testing a written notification certifying that the Unit has been installed and tested in compliance with the SIR, the utility-accepted design and the equipment manufacturer's instructions. The Customer may begin to produce energy upon satisfactory completion of the verification test. After receiving the verification test notification, the Utility will either issue to the Customer a formal letter of acceptance for interconnection, or may request that the applicant and utility set a date and time to conduct an on-site verification of the Unit and make reasonable inquiries of the Customer, but only for purposes of determining whether the verification tests were properly performed. The Customer shall not be required to perform the verification tests a second time, unless irregularities appear in the verification test report or there are other objective indications that the tests were not properly performed in the first instance.

3.5 Observation of the Unit - Operations: The Utility may conduct on-site verification of the operations of the Unit after it commences operations if the Utility has a reasonable basis for doing so based on its responsibility to provide continuous and reliable utility service or as authorized by the provisions of the Utility's Retail Electric Tariff relating to the verification of customer installations generally.

3.6 Costs of Dedicated Facilities: During the term of this Agreement, the Utility shall design, construct and install the Dedicated Facilities. The Customer shall be responsible for paying the incremental capital cost of such Dedicated Facilities attributable to the

Customer's Unit. All costs associated with the operation and maintenance of the Dedicated Facilities after the Unit first produces energy shall be the responsibility of the Utility.

IV. DISCONNECTION OF THE UNIT

4.1 Emergency Disconnection: The Utility may disconnect the Unit, without prior notice to the Customer (a) to eliminate conditions that constitute a potential hazard to Utility personnel or the general public; (b) if pre-emergency or emergency conditions exist on the Utility system; (c) if a hazardous condition relating to the Unit is observed by a Utility inspection; or (d) if the Customer has tampered with any protective device. The Utility shall notify the Customer of the emergency if circumstances permit.

4.2 Non-Emergency Disconnection: The Utility may disconnect the Unit, after notice to the responsible party has been provided and a reasonable time to correct, consistent with the conditions, has elapsed, if (a) the Customer has failed to make available records of verification tests and maintenance of his protective devices; (b) the Unit system interferes with Utility equipment or equipment belonging to other customers of the Utility; (c) the Unit adversely affects the quality of service of adjoining customers.

4.3 Disconnection by Customer: The Customer may disconnect the Unit at any time.

4.4 Utility Obligation to Cure Adverse Effect: If, after the Customer meets all interconnection requirements, the operations of the Utility are adversely affecting the performance of the Unit or the Customer's premises, the Utility shall immediately take appropriate action to eliminate the adverse effect. If the Utility determines that it needs to upgrade or reconfigure its system the Customer will not be responsible for the cost of new or additional equipment beyond the point of common coupling between the Customer and the Utility.

V. ACCESS

5.1 Access to Premises: The Utility shall have access to the disconnect switch of the Unit at all times. At reasonable hours and upon reasonable notice consistent with Section III of this Agreement, or at any time without notice in the event of an emergency (as defined in paragraph 4.1), the Utility shall have access to the Premises.

5.2 Utility and Customer Representatives: The Utility shall designate, and shall provide to the Customer, the name and telephone number of a representative or representatives who can be reached at all times to allow the Customer to report an emergency and obtain the assistance of the Utility. For the purpose of allowing access to the premises, the Customer shall provide the Utility with the name and telephone number of a person who is responsible for providing access to the Premises.

5.3 Utility Right to Access Utility-Owned Facilities and Equipment: If necessary for the purposes of this Agreement, the Customer shall allow the Utility access to the Utility's equipment and facilities located on the Premises. To the extent that the Customer does not

own all or any part of the property on which the Utility is required to locate its equipment or facilities to serve the Customer under this Agreement, the Customer shall secure and provide in favor of the Utility the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

VI. DISPUTE RESOLUTION

6.1 Good Faith Resolution of Disputes: Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

6.2 Mediation: If a dispute arises under this Agreement, and if it cannot be resolved by the Parties within ten (10) business days after written notice of the dispute, the parties agree to submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in New York State, in accordance with the then current CPR Institute for Dispute Resolution Mediation Procedure, or to mediation by a mediator provided by the New York Public Service Commission. The Parties agree to participate in good faith in the mediation for a period of up to 90 days. If the Parties are not successful in resolving their disputes through mediation, then the parties may refer the dispute for resolution to the New York Public Service Commission, which shall maintain continuing jurisdiction over this Agreement.

6.3 Escrow: If there are amounts in dispute of more than two thousand dollars (\$2,000), the Customer shall either place such disputed amounts into an independent escrow account pending final resolution of the dispute in question, or provide to the Utility an appropriate irrevocable standby letter of credit in lieu thereof.

VII. INSURANCE

7.1 The Customer is not required to provide general liability insurance coverage as part of this Agreement, the SIR, or any other Utility requirement. Due to the risk of incurring damages however, the Public Service Commission recommends that every distributed generation customer protect itself with insurance.

7.2 Effect: The inability of the Utility to require the Customer to provide general liability insurance coverage for operation of the Unit is not a waiver of any rights the Utility may have to pursue remedies at law against the Customer to recover damages.

VIII. MISCELLANEOUS PROVISIONS

8.1 Beneficiaries: This Agreement is intended solely for the benefit of the Parties hereto, and if a Party is an agent, its principal. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any other person.

8.2 Severability: If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent

jurisdiction, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

8.3 Entire Agreement: This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements or understandings, whether verbal or written.

8.4 Waiver: No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any agreement or covenant herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

8.5 Applicable Law: This Agreement shall be governed by and construed in accordance with the law of the State of New York.

8.6 Amendments: This Agreement shall not be amended unless the amendment is in writing and signed by the Utility and the Customer.

8.7 Force Majeure: For purposes of this Agreement, "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible.

8.8 Assignment to Corporate Party: At any time during the term, the Customer may assign this Agreement to a corporation or other entity with limited liability, provided that the Customer obtains the consent of the Utility. Such consent will not be withheld unless the Utility can demonstrate that the corporate entity is not reasonably capable of performing the obligations of the assigning Customer under this Agreement.

8.9 Assignment to Individuals: At any time during the term, the Customer may assign this Agreement to another person, other than a corporation or other entity with limited

liability, provided that the assignee is the owner, lessee, or is otherwise responsible for the Unit.

8.10 Permits and Approvals: Customer shall obtain all environmental and other permits lawfully required by governmental authorities prior to the construction and for the operation of the Unit during the term of this Agreement.

8.11 Limitation of Liability: Neither by inspection, if any, or non-rejection, nor in any other way, does the Utility give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Customer or leased by the Customer from third parties, including without limitation the Unit and any structures, equipment, wires, appliances or devices appurtenant thereto.

ACCEPTED AND AGREED:

Customer Signature: 

Printed Name: Anthony Gossiero

Title: City Administrator

Date: 3-4-16

Utility Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX B

NEW YORK STATE STANDARDIZED APPLICATION
FOR ATTACHMENT OF INVERTER BASED PARALLEL
GENERATION EQUIPMENT
TO THE ELECTRIC SYSTEM OF

Utility: Central Hudson Gas and Electric

Customer:

Name: City of Beacon

Phone: (845) 838 - 5000

Fax: (845) 838 - 5012

Email: mayor@cityofbeacon.org

Address: 1 Municipal Plaza

Municipality: Beacon 12508

Utility Account Number: multiple

Utility Meter No.: multiple

Agent (if any):

Name: BQ Energy, LLC

Phone: (845) 473 - 0300

Fax: (914) 729 - 1039

Email: paul.curran@bqenergy.com

Address: 47 S. Hamilton St.

Municipality: Poughkeepsie, NY 12601

Consulting Engineer or Contractor:

Name: Michael Ruppert, PE

Phone: (845) 625 - 8978

Email: mruppert@jemengineer.com

Fax: () N/A

Address: JEM Engineering Services
32 Old Farms Road
Poughkeepsie, NY 12601

Existing Electric Service:

Capacity: Multiple Amperes Voltage: Multiple Volts

Service Character: (x)Single Phase (x)Three Phase

Location of Protective Interface Equipment on Property:

(include address if different from customer address)

New Service at 100 Dennings Ave. Beacon, NY 12508

Energy Producing Inverter Information:

Total AC Nameplate Rating of All Inverters: - 1,980 kW

Inverter

Inverter or _____ to UL 1741 (most Current version)
 Yes () No; attach product literature

Manufacturer: Huawei Model: SUN2000 - 30KTL - US
Quantity: - 66
Rating per inverter: 30 kW
Type: () Forced Commutated () Line Commutated Utility Interactive () Stand Alone
Rated Output: 40 Amps 480 Volts
Ramp Rate:
Method of Grounding Grounded () Ungrounded
Quantity of Inverters - 66

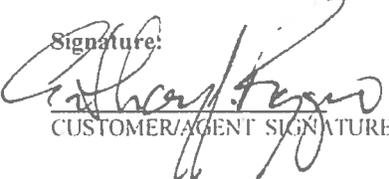
If there is more than one inverter of different types or manufacturers please provide information on separate sheet.

If Applicable:

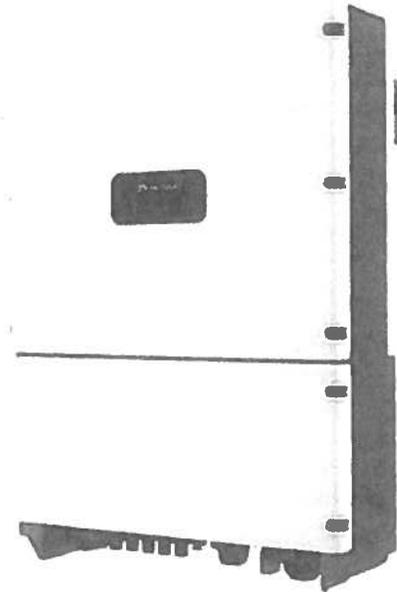
Step Up Transformer Winding Configuration: Wye-Wye Wye-Delta () Delta – Wye ()

Other existing DG such as stand-by emergency generators, other renewable technologies, microturbines, hydro, fuel cells, battery storage, etc. () Yes No.

If Yes provide information about existing generation on separate sheet and include detail on one-line diagram.

| | | |
|--|---|-------------------------------|
| <p>Signature:  CUSTOMER/AGENT SIGNATURE</p> | <p> TITLE</p> | <p><u>3-4-16</u> DATE</p> |
|--|---|-------------------------------|

String Inverter (SUN2000-30KTL-US)



Smart

- 6 strings intelligent monitoring and 80% time saving for fault detection
- Real-time operation monitoring
- Adaptive Edge MPPT for fast tracking

Efficient

- Max. efficiency 98.6%, CEC efficiency 98.0%
- Saving AC cable investment up to 20% without N-Line

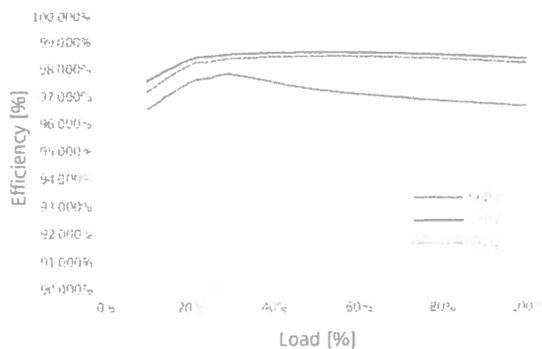
Safe

- Arc fault detection (according to UL 1699B)
- Integrated DC disconnect, safe and convenient for maintenance
- Ground fault protection
- Category C surge arrester for both DC and AC

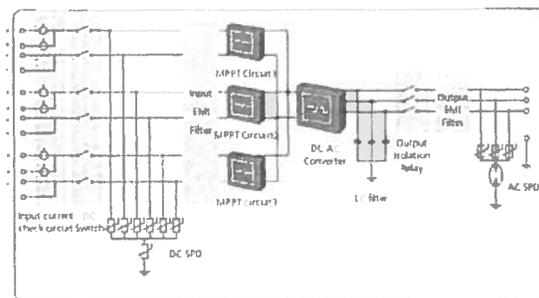
Reliable

- Warranty up to 25 years
- No need for external fan with natural cooling technology
- Outdoor application of NEMA 4
- Category C surge arrester for both DC and AC

Efficiency Curve



Circuit Diagram



SUN2000-30KTL-US

String Inverter (SUN2000-30KTL-US)



Technical Specifications

SUN2000-30KTL-US

| | |
|--------------------------------------|---|
| | Efficiency |
| Max Efficiency | 98.6% |
| CEC Efficiency | 98.0% |
| | Input |
| Max DC power | 30,800 W |
| Max Input Voltage | 1,000 V |
| Max Current per MPPT | 25A |
| Min Operating Voltage | 200 V |
| MPP Voltage Range @ Full Load | 560 V~850 V |
| Rated Input Voltage | 720 V |
| Max Number of Inputs | 6 |
| Number of MPP Trackers | 3 |
| | Output |
| Rated AC Output Power | 30,000 W |
| Max AC Output Power | 33,000 VA |
| Max Active Power (cosφ=1) | 30,000 W |
| Rated Output Voltage | 277V/480V, 3W+PE/3W+N+PE |
| AC power frequency | 60 Hz |
| Max Output Current | 40 A |
| Adjustable Power Factor | 0.8 LG 0.8 LD |
| Max Total Harmonic Distortion | < 3% |
| | Protection |
| Input-side Disconnection Device | Yes |
| Anti-Islanding Protection | Yes |
| AC Over Current Protection | Yes |
| DC Over current Protection | Fuseless |
| DC Reverse-polarity Protection | Yes |
| PV-array String Fault Monitoring | Yes |
| DC Surge Arresters | Category C |
| AC Surge Arresters | Category C |
| Insulation Monitoring | Yes |
| Residual Current Detection | Yes |
| | Communication |
| RS485 | Yes |
| USB | Yes |
| | General |
| Dimensions (W×H×D) | 550×770×270 mm (21.7×30.3×10.6 inch) |
| Weight | 55 kg (121 lb) |
| Operation Temperature Range | -25 °C ~ 60 °C (-13°F - 140°F) |
| Cooling | Natural Convection |
| Operating Altitude | 4,000 m (13,123 ft) |
| Relative Humidity (Non-condensing) | 0~100% |
| DC Connectors | Amphenol H4 |
| AC Connectors | Waterproof PG Terminal + OT Connector |
| Degree of Protection | NEMA 4 |
| Self-consumption at Night | < 1 W |
| Topology | Transformerless |
| Noise Emission | 33 dB |
| Warranty | 10 years, 15/20/25 years optional |
| | Standards Compliance |
| Safety/EMC | UL 1741, UL 1699B, UL 1998, IEEE 1547, CSA C22.2 #107.1-01, FCC Part 15 |
| Grid Code | IEEE 1547, IEEE1547.1 |

Individually Mounted Fusible Switches

Fusible Switch Selection (non-EUSERC)

BP Main and Branches

Individually Mounted Bolt-Loc Type BP Switches (100% Rated)

| Switch Type | Switch Rating (A) | Mounting Height | | | Section Dimensions | Main Lug Size (kcmil) |
|---|-------------------|------------------|-----------------|------------------|--------------------|-----------------------|
| | | Middle | Top | Bottom | Width (W) | |
| Bolt-Loc Type BP Fuse Type L Rated 100 kA | 800-1600 | 45 in. (1144 mm) | 36 in. (914 mm) | 36 in. (914 mm) | 36 in. (914 mm) | (4) #3/0-750 |
| | 2000 | | N/A | 45 in. (1144 mm) | | (5) #3/0-750 |
| | 2500 | | | | (6) #3/0-750 | |
| | 3000 | | | | (8) #3/0-750 | |
| | 4000 | | (9) #3/0-750 | | | |

Stacked Devices—Type BP

| System Ampacity (A) | Maximum Switch Ampacity (A) | | Minimum Section Dimensions | | |
|---------------------|-----------------------------|--------|----------------------------|--------------------|------------------|
| | Top | Bottom | Width | Depth [^] | |
| 2000 | 800 | 1200 | 36 in. (914 mm) | 36 in. (914 mm) | |
| | 1200 | 1200 | | | |
| 2500 | 800 | 1600 | | | 48 in. (1067 mm) |
| | 1200 | 1600 | | | |
| 3000 | 800 | 2000 | | | |
| | 1200 | 1600 | | | |
| 4000 | 800 | 2000 | | | |
| | 1200 | 1600 | | | |

[^] With top or bottom through bus, the minimum depth is 48 in.

Load Lug Information

| Switch Ampacity (A) | Quantity (per phase) | Lug Size (kcmil) |
|---------------------|----------------------|------------------|
| 800 | 3 | 3/0 - 500 |
| 1200 | 4 | |
| 1600 | 5 | |
| 2000 | 6 | 3/0 - 600 |

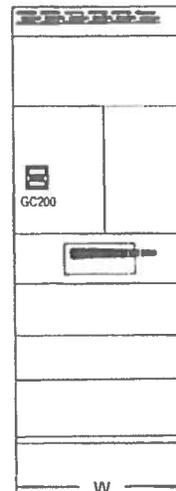
Depth Dimensions

| System Ampacity (A) | Depth [^] |
|---------------------|--------------------|
| 400-2500 | 24 in. (610 mm) |
| 3000 | 36 in. (914 mm) |
| 4000 | 48 in. (1219 mm) |

[^] For NEMA Type 3R (outdoor) construction, add 11.50 in. (292 mm) to depth in front, and 0.50 in. (13 mm) to depth in rear.

Fusible Switch Accessories

- Electric trip—requires CPT or 120 Vac external power
- Control power transformer
- Capacitor trip power supply
- Blown main fuse detector—requires electric trip and 120 Vac power source for tripping switch
- Unfused switch
- Ground fault push-to-test interface
- Schneider Electric key interlock
- Padlock attachment
- Zone selective interlocking interface
- Phase monitor—for voltage imbalance, low voltage, or phase reversal
- Auxiliary switch



2500 A BP Fusible Switch with Ground Fault Protection



BP Switch Stacked Devices

For conduit area, see page 40.

Reverse Feed Fusible Mains

| Type | Ampacity (A) | SCCR | | Width (W) | Main Lug Information | |
|------------------|--------------|-----------|-----------|------------------|----------------------|--------------|
| | | Fuse Type | 240/480 V | | Quantity (per phase) | Size (kcmil) |
| MCS [*] | 400-800 | J, T | 100 kA | 36 in. (914 mm) | 3 | #3/0 - 750 |
| | 800 | L | | | | |
| BP | 800-1600 | | | 42 in. (1067 mm) | 4 | |

^{*} MCS = molded case switch.

For additional information or clarification on Type BP fusible switches, see instruction bulletin # 9810-1, *Bolt-Loc Type BP Switches, Series 2*, or contact your local Schneider Electric representative.

**FUNCTIONAL TEST
DENNING'S POINT INSTALLATION**

I. Description:

- A) This document details the functional testing to verify proper disconnection of the solar installation.

II. System Components:

- A) PV-1: Bolted Pressure Switch (480V/4000A)

III. Test Procedure:

- A) Open PV-1
- B) Inverters will disconnect on loss of voltage.
- C) Close PV-1
- D) Inverters will begin to produce power >5 minutes after re-energization.

Time prior to power production _____ minutes

VI. References

- 1. System Three line – E-101

VII. Site Witness Testing

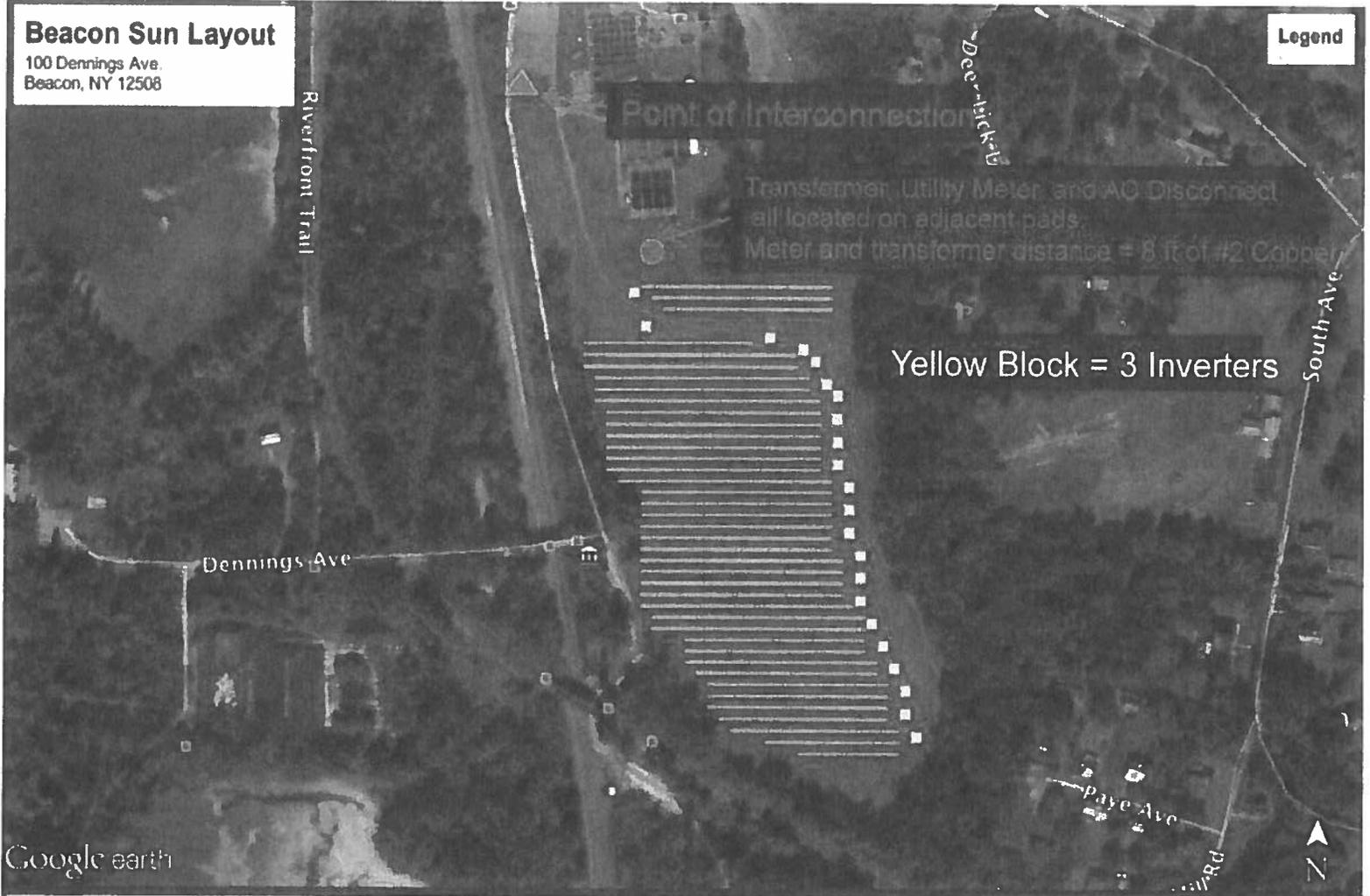
Contractor:
Name:
Signature / Date:

Central Hudson:
Name:
Signature / Date:

Beacon Sun Layout

100 Dennings Ave.
Beacon, NY 12508

Legend



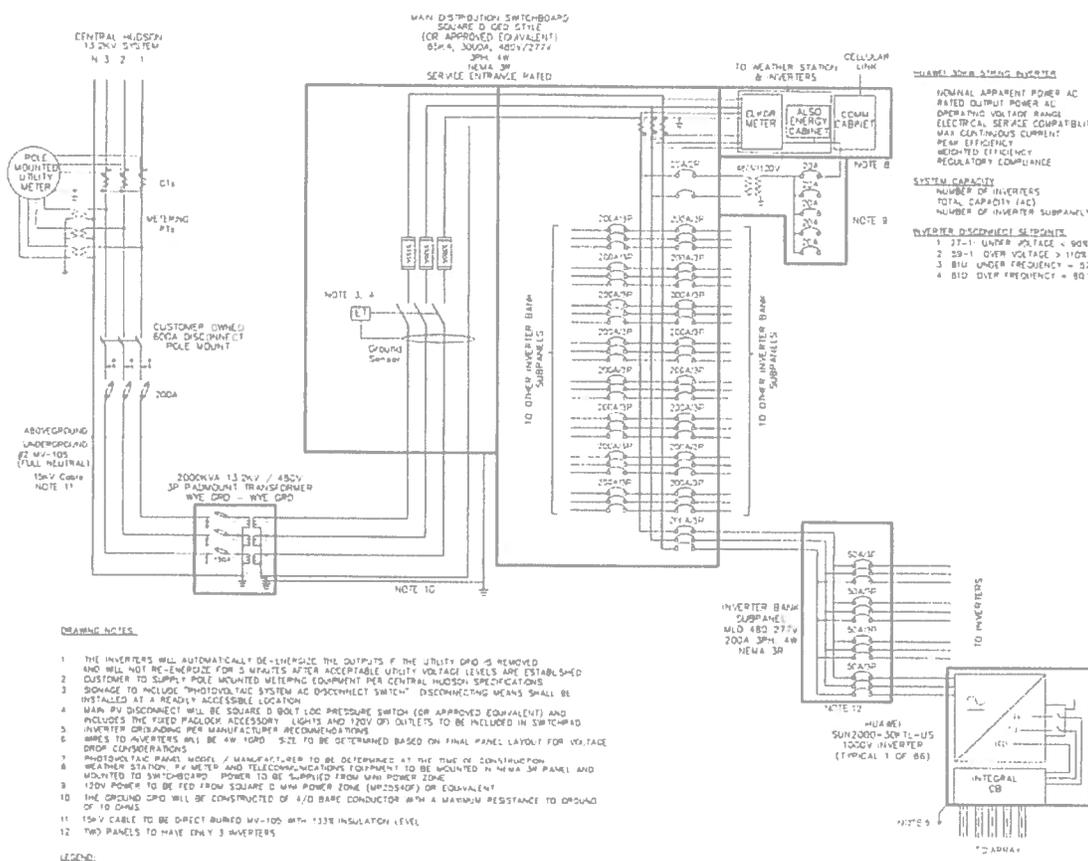
Google earth

 **BQ Energy LLC**
47 S Hamilton St
Poughkeepsie, NY 12601

Beacon Sun Layout
1.98 MW AC

March 2016

BEACON LANDFILL 1980kW PV INSTALLATION



DRAWING NOTES

- 1 THE INVERTERS WILL AUTOMATICALLY DE-ENERGIZE THE OUTPUTS IF THE UTILITY GND IS REMOVED AND WILL NOT RE-ENERGIZE FOR 3 MINUTES AFTER ACCEPTABLE UTILITY VOLTAGE LEVELS ARE ESTABLISHED
- 2 CUSTOMER TO SUPPLY POLE MOUNTED METERING EQUIPMENT PER CENTRAL HUDSON SPECIFICATIONS
- 3 BONDAGE TO INCLUDE PHOTOVOLTAIC SYSTEM AC DISCONNECT SWITCH DISCONNECTING MEANS SHALL BE INSTALLED AT A READY ACCESSIBLE LOCATION
- 4 MAIN PV DISCONNECT WILL BE SQUARE D BOLT LOC PRESSURE SWITCH (OR APPROVED EQUIVALENT) AND INCLUDES THE FUSED PADLOCK, ACCESSORY LIGHTS AND 120V ON/OUTLETS TO BE INCLUDED IN SWITCHBOARD INVERTER OVERLOADING PER MANUFACTURER RECOMMENDATIONS
- 5 WIRING TO INVERTERS WILL BE 4W 1000 SIZE TO BE DETERMINED BASED ON FINAL PANEL LAYOUT FOR VOLTAGE DROP CONSIDERATIONS
- 6 PHOTOVOLTAIC PANEL MODEL / MANUFACTURER TO BE DETERMINED AT THE TIME OF CONSTRUCTION
- 7 WEATHER STATION PV METER AND TELECOMMUNICATIONS EQUIPMENT TO BE MOUNTED IN NEMA 3R PANEL AND MOUNTED TO SWITCHBOARD. POWER TO BE SUPPLIED FROM MAIN POWER ZONE
- 8 120V POWER TO BE FED FROM SQUARE D MAIN POWER ZONE (MP22540P) OR EQUIVALENT
- 9 THE GROUND GND WILL BE CONSTRUCTED OF 4/0 BARE CONDUCTOR WITH A MAXIMUM RESISTANCE TO GROUND OF 10 OHMS
- 10 15kV CABLE TO BE DIRECT BURIED MV-100 WITH 133# INSULATION LEVEL
- 11 TWO PANELS TO HAVE ONLY 3 INVERTERS

LEGEND:

- ⚡ LIGHTNING ARRESTOR
- ⊥ SHUNT FBP

UNLISTED SOURCE STRING SYSTEMS

| | |
|---|---------------------------------|
| NOMINAL APPARENT POWER AC | 33 kVA |
| RATED OUTPUT POWER AC | 30 kW |
| OPERATING VOLTAGE RANGE | 425V to 525V |
| ELECTRICAL SERVICE COMPATIBILITY | 3 AC 480V RMS ± N |
| MAX CONTINUOUS CURRENT | 40 RMS |
| PEAK EFFICIENCY | 98.5% |
| WEIGHTED EFFICIENCY | 98% |
| REGULATORY COMPLIANCE | IA 1741-2010 AND IEEE 1547-2003 |
| SYSTEM CAPACITY | |
| NUMBER OF INVERTERS | 66 |
| TOTAL CAPACITY (AC) | 1980 kW |
| NUMBER OF INVERTER SUBPANELS | 17 |
| INVERTER DISCONNECT SETPOINTS | |
| 1 27%-1 UNDER VOLTAGE = 90% (250VLL) DV TIMER (SEC) = 1.0 | |
| 2 55%-1 OVER VOLTAGE = 110% (325VLL) DV TIMER (SEC) = 1.0 | |
| 3 5% UNDER FREQUENCY = 57.0 Hz UP TIMER (SEC) = 0.35 | |
| 4 5% OVER FREQUENCY = 60.5 Hz UP TIMER (SEC) = 0.5 | |

I, JEM ENGINEERING SERVICES, LLC, hereby certifies that the design and construction of the above project was done in accordance with the applicable codes and standards and that the design and construction of the above project was done in accordance with the applicable codes and standards.

This professional seal is a preliminary engineering document and is not to be used for construction purposes.

JEM ENGINEERING SERVICES, LLC
11 CLOVERDALE BLVD
POUGHKEEPS, NY 12603

STATE OF NEW YORK
OFFICE OF THE ENGINEERING BOARD
REGISTERED PROFESSIONAL ENGINEER
No. 12345

MUNICIPAL APPROVAL NO. 12345

| | |
|-------------|----------|
| DATE | 3/2/2018 |
| BY | JEM |
| PROJECT NO. | 12345 |

JEM Engineering Services
11 CLOVERDALE BLVD
POUGHKEEPS, NY 12603

CITY OF BEACON, NY
MUNICIPAL PLAZA
BEACON, NY 12508

EEI Energy Inc.
www.eeienergy.com
47 N. Hudson Street
Poughkeeps, NY 12601

CITY OF BEACON, NY
100 DEWINGHAM AVE
BEACON, NY 12508

THREE LINE UTILITY INTERCONNECTION:

| | | |
|----|------|-----|
| BY | DATE | NO. |
| BY | DATE | NO. |
| BY | DATE | NO. |

E-100

NO. 12345

Exhibit D
NYSERDA Agreement

- Addendum: See attached.
- Incentive Program application: See attached.



**NY-Sun INCENTIVE PROGRAM
ADDENDUM to AGREEMENT**

Please check appropriate box below.

 This Agreement is related to a PV project receiving incentive funding under the NY Sun Residential/Small Commercial (<200 kW) Incentive Program

 This Agreement is related to a PV project receiving incentive funding under the NY Sun Initiative Commercial/Industrial (>200 kW) Incentive Program

All Participating Installers and/or Contractors must incorporate this Addendum into the agreement between the Contractor and/or Installer and the Customer (Agreement) for each PV project receiving incentives.

The following terms will apply to all NY-Sun supported PV projects (Residential/Small Commercial (<200 kW) AND/OR Commercial/Industrial (>200 kW)):

Attorney Consultation: The Agreement to which this Addendum is made part is a legally binding document; you may wish to consult with an attorney before signing.

Conflicting Terms: In the event of a conflict between the terms in any other contractual instrument between the Installer and/or Contractor and Customer and the terms of this Addendum, the terms of this Addendum shall control.

Assumption of Responsibilities: Should the Contractor or owner of the PV System sell or transfer ownership of the PV System during the term of the Agreement, the Contractor/owner agrees that it will alert Customer in advance of such transfer or sale, and that, during the duration of the term of the Agreement, either: (1) the Contractor will remain responsible to the Customer for all obligations and responsibilities stated herein, or (2) under the agreement of sale the buyer will assume all responsibilities to Customer stated herein, if applicable.

Incentives: The Contractor is required to disclose the full amount of the NYSEERDA incentive to the end-use customer.

Renewable Portfolio Standard Attributes: Orders issued by the NYS Public Service Commission provide that the RPS Program and coordinated Statewide programs including NY-Sun will support and promote an increase, to 30%, of the percentage of the energy consumed in NYS that comes from renewable sources. When assessing and reporting on progress towards that goal, or on the composition of the energy generated and/or consumed in NYS, NYSEERDA and the NYS Department of Public Service will include all electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program, including but not limited to the NY-Sun Initiative, for the life of such projects, and the environmental attributes associated with such energy, whether metered or projected, as a part of any report, evaluation, or review of the RPS Program or the NY-Sun Initiative, whenever any such report, evaluation, or review may be conducted or issued, as renewable energy consumed in NYS. No party, including but not limited to owners, lessees/lessors, operators, and/or associated contractors shall agree to or enter any transaction that would or may be intended to result in the exportation or transmittal of any electrical energy created by any project receiving funds through the NY-Sun Initiative, or any successor, to any party or system outside of New York State.



NY-Sun INCENTIVE PROGRAM ADDENDUM to AGREEMENT

Inspection/Reporting/Commissioning: For quality control purposes, all parties including the Customer must provide NYSERDA or its representative with reasonable access to the PV System in order to conduct site inspections or remote monitoring services. Final incentive payment may be contingent on NYSERDA inspection of the installed PV System..

Publicity and Site Events: Customers and Installers and/or Contractors are required to collaborate with NYSERDA's Director of Communications should they prepare any press release or plan any news conference related to the PV System. NYSERDA is authorized to use PV System photographs in brochures, on its website, and in other print materials.

Tax Incentives: Customers are encouraged to consult the Internal Revenue Service (See www.irs.gov), the NYS Department of Taxation and Finance (See www.tax.ny.gov) and with an accountant/tax adviser for details on eligibility for the credit provided in the law, regardless of whether the Installer/Contractor has provided information regarding the expected tax benefits (real property, federal or state tax incentives, or sales and use tax exemptions).

Net Metering: Customers are encouraged to consult with their local utility regarding eligibility for net metering.

Consumer Information: New York consumers and customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information:

http://www.ag.ny.gov/bureaus/consumer_frauds/tips/home_improvements.html

The NYS Consumer Protection Board offers additional information with the following publications:

<https://www.dos.ny.gov/consumerprotection/publications.html>

Communication with Customer: Installer and/or Contractor and Customer agree that NYSERDA may, at NYSERDA's discretion, communicate by voice and/or written format with any PV System Customer with respect to any matter relevant to a proposed or installed PV System. Such communications may be in reply to an inquiry from a Customer or at NYSERDA's initiation.

Disclaimer: The Customer understands that neither NYSERDA nor the State of New York: (1) endorse any Contractor or Installer, or (2) guarantee, warranty, or in any way represent or assume liability for any work proposed or carried out by a Contractor or Installer. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any solar electric generation system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the solar generation systems or the adequacy or safety of such measures.

The following term will apply ONLY to NY-Sun supported PV projects under the Commercial/Industrial (>200 kW) Incentive Program

Non-Residential Energy Assessment: For the Commercial/Industrial (>200 kW) Program, the energy assessment is an ASHRAE level 1 walk through analysis, unless the customer is located in load zone J in which case the Contractor must submit the electric customer's Energy Star score as required under PlanNYC.



NY-Sun INCENTIVE PROGRAM ADDENDUM to AGREEMENT

Customers will not be required to benchmark or implement energy efficiency measures as a pre-requisite for receiving a PV incentive.

The following terms will apply ONLY to NY-Sun supported PV projects under the Residential/Small Commercial (<200 kW) program:

Incentives are only available for the installation of new equipment and PV Systems that have not been installed (partially or completely) prior to the *Project Application* achieving a status of "Submitted via Internet." Incentives will not be provided directly to Customers but are paid to the Contractor, who must apply the entire approved amount to the Customer's cost via a corresponding reduction in Customer's Total System Cost or total payments. The Incentive Payment Request Form must be signed by the Installer and/or Contractor and Customer.

Cost Estimate/Total System Price: The Customer has relied upon the Installer/ Contractor to include any and all costs associated with the complete installation of the proposed PV system in the Agreement. If additional costs are sought from the Customer, the Agreement may be cancelled without penalty and the customer may seek a full refund of any deposit paid to Contractor or costs the Customer incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Incentive Estimate: If the Installer/ Contractor does not submit a completed Project Application to NYSERDA, or if the Project Application (a) is not approved by NYSERDA or (b) if NYSERDA approves a lower incentive, the Customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to Installer/Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Incentives: the Contractor cannot collect the value of the incentive upfront and reimburse the customer upon completion of the project, or upon receipt of the NYSERDA incentive.

Review of System Design: NYSERDA will review the design of the PV System considering issues including, but not limited to, system layout, orientation, shading, expected output, etc. NYSERDA approval of the Project Application is contingent on adherence to the proposed system design. Installers must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be revoked.

Losses: All potential system output losses (after all equipment losses are applied) associated with shading, system orientation, tilt angle, etc. may not exceed 20% of optimal system output to receive the full incentive. Such losses must be detailed in each application package using industry accepted shading and orientation tools, verifiable assumptions and calculations. Systems with losses greater than 20% of optimal output due to shading and orientation issues may be considered on a case-by-case basis. However, any available incentives for these systems will be prorated by output loss. In cases where trees or any other obstruction must be removed or moved in order to meet the program rules, incentive payments will not be made until a new shading analysis and photos, verifying that the obstruction(s) have been removed, are reviewed and approved by NYSERDA. Any trees or obstructions must be clearly labeled in the site map.

Warranty for Purchase Agreements: Both the Eligible Installer and the Contractor shall offer a full/transferable warranty to the purchaser of the PV System installed under this Customer Purchase Agreement

3



NY-Sun INCENTIVE PROGRAM ADDENDUM to AGREEMENT

for a period of five (5) years after the Eligible Installer/Contractor has completed the installation and NYSERDA's final approval has been provided. This warranty covers all components of the system against breakdown or degradation in electrical output of more than ten percent from their original rated electrical output. This warranty covers the full cost, including labor and repair or replacement of defective components or systems. If a battery back-up is installed under this Agreement, the Eligible Installer and the Contractor shall offer a full warranty to the purchaser for the battery system for a period of 2 years after installation. This warranty covers the battery system against breakdown and covers the full costs, including labor and repair or replacement of the battery.

Warranty for PPA/Leases: At a minimum, the Contractor shall offer a production guarantee to the Customer for the initial term of this Agreement. This production guarantee will provide the customer with compensation if the system produces less than the guaranteed output as specified in the PPA or lease agreement. Guaranteed output may not allow cumulative degradation in electrical output of more than one percent per year from the original rated electrical output for the initial term of this agreement. Under no circumstance will Customers be responsible for any labor and repair or replacement costs of defective components or systems over the initial term of this Agreement. Should the customer sell the residence at which this solar facility is located, the production guarantee is fully transferrable to a new lessee.

Green Jobs Green New York (GJGNY) Financing: Should an eligible residential customer who chooses to access GJGNY financing to pay for the purchase of their PV system be unable to proceed with installation of the PV system, due to either the system not meeting the Program's eligibility requirements, or the customer is denied low-interest financing, the customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to Installer/Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the Installer/Contractor.

PV system completion/commissioning: The Contractor/Installer agrees to complete the installation of the PV system, and request all necessary inspections, within 210 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Contractor will be required to return any and all incentive payments to NYSERDA if this milestone has not been met.

Clipboard Audit for Residential Applications: The Installer/Contractor agrees to complete a clipboard audit consisting of two main components: an interview of the home/building owners to ascertain energy use habits, and identify potential energy efficiency measures, especially low- and no-cost measures that could reduce the electricity load of the building. The Participating Contractor shall conclude the *Clipboard Audit* with a homeowner debriefing and provide the homeowner with a copy of the *Clipboard Audit Report (Report)*. Customers will not be required to implement the energy efficiency measures identified in the *Clipboard Audit* as a pre-requisite to receiving an incentive through the PV Program.

Non-Residential Energy Assessment: For the Residential/Small Commercial (<200 kW) Program, the Contractor/Installer will provide non-residential building owners with information on Energy Star's Portfolio Manager Benchmarking Tool or other equivalent tool and, if requested by the building owner, assist them to enter utility bill information into the Tool in order to produce an EUI (Energy use index)⁴ and, where applicable, an Energy Star score. Customers will not be required to benchmark or implement energy efficiency measures as a pre-requisite for receiving a PV incentive.



**NY-Sun INCENTIVE PROGRAM
ADDENDUM to AGREEMENT**

General Business Law: If this Agreement is deemed to be a Home Improvement Contract under the NYS General Business Law §770, et seq., Customer is entitled to various notices. A description and explanation of this law can be accessed at <http://www.dec.ny.gov/lands/5341.html>. This Agreement may also be subject to the federal Consumer Leasing Act (15 USC 1667 et. seq). <http://www.federalreserve.gov/boarddocs/supremumnl/ccl/leasing.pdf>

Statement of Acknowledgement: By signing, all parties acknowledge that they have read and understand all of the above information and requirements and agree to abide by them.

Installer/Contractor: By signing below, the Installer and/or Contractor confirm that there is a fully-executed Agreement to install the PV project that has been signed by both Installer/Contractor and Customer and that the costs and incentives stated on the NYSERDA approved application for incentive funding are complete and accurate. The Installer and/or Contractor is responsible for keeping this document on file. NYSERDA may request, at any time, that a signed copy of this addendum be provided.

Print Customer Name ANTHONY J. RUGGIERO, CITY OF BEACON
Customer
Signature [Signature] Date 5-26-16

Contractor Company Name BW ENERGY LLC
Contractor Name (Print) PAUL CUREN
Contractor Signature [Signature] Date 19 MAY 2016

*If executed by Installer, Installer and Contractor certify that Installer is authorized by Contractor to do so.

| NY-Sun Initiative | | | | | |
|--|--|--|--|---------------------|-----------------------|
| FUNDING SOURCE: | | NEIS #: | VENDOR #: | | |
| ASSIGNEE VENDOR #: | | NYISO Zone G | | | |
| Program: Commercial/Industrial | | Track 1 - Project Maturity Payment Assignment: No | Date: 05/19/16 | | |
| INSTALLER | | | | | |
| Contractor | BQ Energy, LLC (over 200 kW) | | | | |
| Installer | Paul Curran - over 200 kW | | | | |
| Installer Email | paul.curran@bqenergy.com | | | | |
| Installer Phone | (845) 473-0300 | | | | |
| Contact Phone Number | 845-473-0300 | | | | |
| NYSERDA Installer Number / Supplier ID | 05281 / 37330 | | | | |
| HOST CUSTOMER | | | | | |
| Company Name | City of Beacon | | | | |
| Customer | Anthony Ruggiero | | | | |
| Physical Address | 100 Dennings Avenue | | | | |
| City, State, Zip | Beacon, NY 12508 | | | | |
| County | Dutchess | | | | |
| Sector | Non-Profit | | | | |
| PROJECT SITE | | | | | |
| Expected Date of Installation | Expected Date of Interconnection | | 8/31/2016 | | |
| Utility Company | Central Hudson Gas & Electric | CESIR Required | Yes | | |
| Building Type | <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Existing <input type="checkbox"/> Net Zero | Remote Net Metering | Yes | | |
| Host Meter Service Type | Non-demand | Net Metering Crediting Method | Monetary | | |
| Coastal Zone | Yes | Strategic Location | No | | |
| Battery Storage Integration | No | Energy Efficiency Integration | No | | |
| EQUIPMENT INFORMATION AND COSTS | | | | | |
| Type | Manufacturer and Model Number (Tilt/Azimuth) | Qty | Efficiency | Array Rating | Cost |
| Inverter | Huawei Technologies: SUN2000-25KTL-US | 79 | 98.0% | | \$234,630.00 |
| PV Module | LG Electronics Solar Cell Division: LG340S2W-G4 (25.0°/180.0°) | 8136 | | 2,766.240 kW | \$1,838,736.00 |
| Orientation: Fixed Array | | System Size: | | 2,766.240 kW | |
| Installation Costs - Balance of System | | | | | \$2,485,656.00 |
| Installation Costs - Permitting Fees | | | | | \$250,000.00 |
| TOTAL COST BEFORE NYSERDA INCENTIVE | | | | | \$4,809,022.00 |
| PBI Rate (\$/kWh) = \$/Watt x 1,000 / (Fixed Array Capacity Factor x Hours per Year x 3 Years) $\$0.15/W \times 1,000 / (0.134 \times 8760 \times 3) = \mathbf{\$0.043/kWh}$ Estimated Annual Production = System Size x Capacity Factor x Hours per Year = 3,247,123 kWh Maximum Total Incentive = PBI Rate x System Size x Capacity Factor x Hours per Year x 3 Years $\$0.043/kWh \times 2,766.240 \text{ kW} \times 0.134 \text{ (fixed array)} \times 8760 \times 3 = \mathbf{\$418,878.87}$ Up-Front Operational Payment = 0.25 x Maximum Incentive Amount $0.25 \times \$418,878.87 = \mathbf{\$104,719.72}$ Estimated Yearly Performance Payment = 0.75 x PBI Rate x Estimated Yearly Metered Production (kWh) $0.75 \times \$0.043/kWh \times 3,247,123 \text{ kWh} = \mathbf{\$104,720.00}$ Note that the actual yearly performance payments will be based on actual metered kWh production, and the total of the Up-Front payment and all of the Yearly payments will be capped by the Maximum Total Incentive. | | | | | |
| MAXIMUM TOTAL INCENTIVE NOT TO EXCEED AMOUNT | | | | | \$418,878.87 |
| ENERGY CONSUMPTION AND PRODUCTION | | | | | |
| Annual Energy Consumption | | | 3,589,805 kWh/yr | | |
| Estimated Annual Energy Production | | | 3,247,123 kWh/yr | | |
| Annual Electrical Offset Associated with the PV System | | | 90% (Must not be greater than 110%) | | |
| Purchase Type | | | Lease | | |

CERTIFICATION STATEMENT

I certify that all the information provided in this application and all attached documents is true and correct to the best of my knowledge. By submitting this Incentive Application I do hereby attest that I have read and understand and agree to abide by the rules and requirements of the NY Sun Incentive Program Participation Agreement and Commercial/Industrial Program Manual, and that the Addendum has been incorporated into the customer agreement.

ADDITIONAL CERTIFICATION STATEMENT FOR APPLICATIONS UNDER TRACK ONE

By submitting this Incentive Application I do hereby attest that there is a fully-executed, binding financial agreement that includes a signed Addendum to the Customer Agreement between the solar developer and customer to construct the PV project that will receive incentive funding through this application. Additionally, I attest that applications have been submitted for all jurisdictional permits required for construction of the PV project that will receive incentive funding through this application. I understand that I am required to produce these documents immediately upon NYSERDA's request.

You have not chosen the Assignment option. Therefore, the Incentives are paid directly to the Participating Contractor listed on the Incentive Application. NYSERDA will not assign payments to any other entity.

Installer* or Contractor
Signature [Signature] Date 19 MAY 2016

* If executed by Installer, Installer and Contractor certify that Installer is authorized by Contractor to do so.

Print Contractor Name: PAUL CORRAJ - BR ENERGY LLC

Customer
Signature [Signature] Date 5-26-16

Print Customer Name: ANTHONY J. RUGGERO, CITY OF BEACON

**Exhibit E
Price Schedule**

| Year | Price |
|------|----------|
| | (\$/kWh) |
| 1 | \$0.0795 |
| 2 | \$0.0811 |
| 3 | \$0.0827 |
| 4 | \$0.0844 |
| 5 | \$0.0861 |
| 6 | \$0.0878 |
| 7 | \$0.0895 |
| 8 | \$0.0913 |
| 9 | \$0.0931 |
| 10 | \$0.0950 |
| 11 | \$0.0969 |
| 12 | \$0.0988 |
| 13 | \$0.1008 |
| 14 | \$0.1028 |
| 15 | \$0.1049 |
| 16 | \$0.1070 |
| 17 | \$0.1091 |
| 18 | \$0.1113 |
| 19 | \$0.1135 |
| 20 | \$0.1158 |

| | |
|----|----------|
| 21 | \$0.1181 |
| 22 | \$0.1205 |
| 23 | \$0.1229 |
| 24 | \$0.1254 |
| 25 | \$0.1279 |