

CDG Provider: Westbound Solar 3 LLC

CDG Project Manager: PowerMarket | Phone: (617) 906-7331 | Email: cs@powermarket.io

Community Distributed Generation Disclosure Statement	
Customer Information and Distribution Utility	<p><u>Name:</u> Galway Public Library</p> <p><u>Service Address:</u> 2110 East Street, Galway, NY 12074</p> <p><u>Phone:</u> (518) 882-6385</p> <p><u>Email:</u> gal-director@sals.edu ; dflint@sals.edu</p> <p><u>Account Number:</u> 82064-50006</p> <p><u>Utility:</u> National Grid</p>
Overview	<p>This document is your subscriber agreement and describes your community solar subscription.</p>
Subscription Fee and Savings Rate	<p>Each month, you will receive Bill Credits on your electric utility bill based on the electricity generated by the Project. Your Subscription Fee, equal to 90% of the value of the Bill Credits you receive each month, will be automatically taken from the Bill Credits you receive on your utility bill.</p> <p>After the Bill Credits are reduced by the Subscription Fee, you will receive a net savings equal to 10% of the Bill Credits you receive. You will not be charged any other fees.</p>
Project Location and Customer Allocation	<p><u>Location:</u> 1170 Mahaffey Road, Fort Meadow, NY 12828</p> <p><u>Initial Expected Percentage Allocation:</u> 0.593% (41.46 kW), subject to adjustment by the Provider.</p> <p><u>Generation allocated to customer:</u> Once you have completed your enrollment process, your utility data will be analyzed to ensure a correct allocation. Your allocation may be up to 100% of your historic annual usage.</p> <p>At any time, Provider shall have the right to make adjustments to your Percentage Allocation, which is the percentage of the Bill Credits allocable to you.</p>
Length of Agreement and Renewal	<p>The term of the agreement is twenty (20) years and will commence on the date of the first utility bill displaying Bill Credits.</p> <p>Following the twenty (20) year term, the agreement will be automatically extended on a yearly basis under the same terms unless you or the Provider elects to terminate the agreement.</p>
Early Termination	<p>You may terminate the agreement at any time during the agreement term, without penalty or fee, by providing no less than sixty (60) days written notice to Provider.</p>

Estimated Benefits	<p>Estimate of kWh generation received annually: Up to 100% of your current annual consumption.</p> <p>Bill Credits generated from the Project will be applied to your utility bill based on the VDER Credit Rate. "VDER Credit Rate" is the monetary rate that your utility attributes to each kWh generated from the Project.</p>
Guarantees	You are guaranteed to save 10% of the value of Bill Credits applied to your utility account each month. This contract does not guarantee a minimum level of system performance or production of energy.
Data Sharing and Privacy Policy	<p>Information such as your annual energy consumption and billing cycle will be requested on your behalf from your utility. This data will be used to appropriately allocate energy Bill Credits to your bill and communicate any errors to the utility for resolution.</p> <p>Provider will restrict disclosure of identifiable information solely to employees, representatives, investors, and/or advisors with a need to know and will not disclose the information to third parties.</p>
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three (3) business days after signing the contract by notifying Provider at cs@powermarket.io . Include your utility account number and name in an e-mail with the subject line, "Right to Cancel". You can also submit the attached Exhibit A to the email.
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html .
Home Energy Fair Practices Act	This agreement and the services hereunder are subject to the Home Energy Fair Practices Act ("HEFPA") (a summary of which can be found at http://www.dps.ny.gov/) and the Uniform Business Practices for Distributed Energy Resources Suppliers (UBP-DERS), New York Public Service Commission, Case No. 15-M-0180 (December 1, 2017) (a summary of which can be found at https://www.nyserda.ny.gov), which provide you with certain rights and protections relating to late charges, disputes, and other matters. See 16 N.Y. Codes, Rules, Regs. 11.1 through 11.22 for additional details regarding your rights under HEFPA. If you have questions regarding these rights, you can contact the Department of Public Service Helpline at 1-800-342-3377.
Agreement	By executing this Disclosure Statement, you agree to the terms and conditions set forth herein.
CDG Project Manager	<p>The CDG Provider has designated PowerMarket as its CDG Project Manager. Any notices and communications shall be directed to:</p> <p>PowerMarket 335 Madison Avenue 4th Floor New York, NY 10017 cs@powermarket.io (617) 906-7331</p>

Signature of Authorized Company Official or Representative:



Date: 12/20/2022

Signature of Customer:

Date:

EXHIBIT A-1

(CDG Host Copy)

NOTICE OF CANCELLATION

Date of Transaction: _____ (this is the date the Subscriber (hereinafter "You") signed the Contract).

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If You cancel, any property traded in, any payments made by You under the Contract or sale and any negotiable instrument executed by You will be returned within TEN BUSINESS DAYS following receipt by [Provider Name] ("Provider") of Your cancellation notice.

If You cancel, You must make available to Provider at Your residence, in substantially as good condition as when received, any goods delivered to You under the Contract or sale, or You may, if You wish, comply with the instructions of Provider regarding the return shipment of the goods at Provider's expense and risk.

If You make the goods available to Provider and Provider does not pick them up within 20 days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to Provider, or if You agree to return the goods to Provider and fail to do so, then You remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to [Provider Name] at cs@powermarket.io or to 335 Madison Avenue, 4th Floor, New York, NY 10017 Attn: PowerMarket no later than THREE BUSINESS DAYS from the date You signed the Contract.

I, _____ HEREBY CANCEL THIS TRANSACTION on _____ 20__.

Subscriber's Signature:

Subscriber's Signature:

EXHIBIT A-2

(Subscriber Copy)

NOTICE OF CANCELLATION

Date of Transaction: _____ (this is the date the subscriber (hereinafter “You”) signed the Contract).

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If You cancel, any property traded in, any payments made by You under the Contract or sale and any negotiable instrument executed by You will be returned within TEN BUSINESS DAYS following receipt by [Provider Name] (“Provider”) of Your cancellation notice.

If You cancel, You must make available to Provider at Your residence, in substantially as good condition as when received, any goods delivered to You under the Contract or sale, or You may, if You wish, comply with the instructions of Provider regarding the return shipment of the goods at Provider’s expense and risk.

If You make the goods available to Provider and Provider does not pick them up within 20 days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to Provider, or if You agree to return the goods to Provider and fail to do so, then You remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to [Provider Name] at cs@powermarket.io or to 335 Madison Avenue, 4th Floor, New York, NY 10017 Attn: PowerMarket no later than THREE BUSINESS DAYS from the date You signed the Contract.

I, _____ HEREBY CANCEL THIS TRANSACTION on _____ 20 ____.

Subscriber’s Signature:

Subscriber’s Signature:
