

## New Jersey Community Solar Disclosure Form

**Document Overview:** This document is designed to help you understand the terms and cost of your community solar contract. This document is not your contract. Read this document and your contract carefully so that you fully understand your community solar contract. Please consult an attorney if you have any questions. Complaints should be addressed first to your community solar provider and, if the issue remains unresolved, to the Board of Public Utilities.

| CUSTOMER INFORMATION            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | COMMUNITY SOLAR PROVIDER INFORMATION |                                              |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------------------------------|
| Customer Name:                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Company Name:                        | SV NJ Solar 1, LLC c/o Altus Power, LLC      |
| Address:                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Address:                             | 2200 Atlantic Street, 6th Fl                 |
| City, State, Zip:               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | City, State, Zip:                    | Stamford CT 06902                            |
| Phone:                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Phone:                               | 1(888)882-5887                               |
| Email:                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Email:                               | hello@altuspower.com                         |
| EDC electric service territory: | JCP&L                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Website:                             | www.altuspower.com/communitysolar/onboarding |
| EDC account number:             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                      |                                              |
| SUBSCRIPTION INFORMATION        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                      | Reference<br>Page or<br>Section              |
| Subscription Size               | This subscription represents approximately 90% of your expected annual electricity consumption.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                      |                                              |
| Subscription Model              | Each month you will receive credits on your electric bill based on your allocation of the electricity generated by the project. Your Subscription Fee will be automatically taken from the credits you receive on your utility bill. Your Subscription Fee is equal to 80% of the value of the credits you receive.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                      |                                              |
| Prices and Fees                 | <p>You will not pay a fee for enrollment into the program or any other upfront fees. Solar Credits will be applied to your electric bill. 100% of the value of the Solar Credits will be credited to your account. A Subscription Fee of 80% of the total value will be itemized as a charge. The remaining 20% will be the total credit that is deducted from what you owe to your EDC that month.</p> <p>For example: The Year1 estimated value of Solar Credits is \$0.18/kWh, so your Year1 estimated subscription fee is \$0.144/kWh. The price is calculated by multiplying the value of Solar Credits by 80%.</p> <p>The value of your Solar Credits is determined by your EDC's retail rates and is subject to change. As the value of your Solar Credits changes, we will apply the 20% discount to their current value.</p> <p>Customers will be responsible for any applicable sales or use tax.</p> <p>Your discount only applies to Solar Credits allocated to your EDC account, not to your entire electric bill. Your EDC determines which of the charges on your electric bill are eligible to be offset by Solar Credits.</p> |                                      |                                              |
| Payment Details                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                      |                                              |

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|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|                                   | The monthly Subscription Fee will automatically be taken from the Solar Credits each month and Guaranteed Discount will be applied to Subscriber's Electric Utility bill for a given bill period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| Benefits                          | <p>Your benefits are a 20% discount. Please see the example below:</p> <p>Estimated annual kWh received: 8,900 kWh<br/> Estimated Year1 Solar Credit value: \$ 0.18/kWh<br/> Estimated Year1 Solar Credit Price: \$0.144/kWh<br/> Estimated Year1 savings: \$320.40<br/> Estimated savings over the life of the contract (assuming that EDC rates increase 1% per year over a 20-year period):\$7,054.89<br/> EDC rates and projected savings are subject to change. The New Jersey Board of Public Utilities does not regulate the price of community solar subscriptions, nor does it guarantee any savings.</p>                                                                                            |  |
| Guarantees or Fixed Savings       | This contract guarantees you will save money on your utility bill equal to a 20% discount on the value of the Solar Credits you receive. This contract does not guarantee savings on your electric bill as a whole.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| Contract Term                     | This contract is effective upon execution by both parties. Unless cancelled earlier, the Term will continue for up to twenty (20) years after the Commercial Operation Date or until the System is decommissioned.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| Contract Renewal                  | This contract does not have an option for renewal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| Early Termination or Cancellation | <p>You can cancel this contract at any time and for any reason by emailing <a href="mailto:hello@altuspower.com">hello@altuspower.com</a> or calling +1(888)882-5887. Promptly upon receiving your communication, we will instruct your Utility to cease applying Solar Credits to your electric bill.</p> <p>We will not charge any fees for early termination or cancellation. Customer acknowledges that it may take up to 90days for the Utility to cease applying Solar Credits to your electric bill.</p>                                                                                                                                                                                               |  |
| Right to Cancel Without Penalty   | <p>In addition to any rights you have under State or local law, you have the right to terminate this contract without penalty within three (3) calendar days of signing the contract, by contacting your community solar provider:</p> <p>Phone: (888) 882-5887</p> <p>Email: <a href="mailto:hello@altuspower.com">hello@altuspower.com</a></p>                                                                                                                                                                                                                                                                                                                                                              |  |
| Data Sharing and Privacy Policy   | Please review our privacy policy, found here: <a href="https://www.altuspower.com/privacy-policy">https://www.altuspower.com/privacy-policy</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Other Important Terms             | <p>While we will strive to assign you to the Solar System identified in this Disclosure Form, you agree that we may assign you to any Solar System owned and operated by Altus Power, LLC subject to your eligibility, the available capacity and Commercial Operation Date of the Solar System, and the needs of other subscribers.</p> <p>OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. IN NO EVENT SHALL YOU OR WE BE LIABLE TO EACH OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT.</p> <p>BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.</p> |  |



**ALTUSPOWER**  
RENEWABLE ENERGY

**SYSTEM INFORMATION**

Community Solar Project Name: Arsenal

Project Location

Sayreville, NJ 08872

Commercial Operation Date

Estimated: November 30, 2026

**Complaints and Grievances**

If you have any questions or concerns, you should contact your community solar provider. If the issue remains unresolved, please contact the Board of Public Utilities by calling 1-800-624-0241 or submitting a customer complaint form at: <https://njcleanenergy.com/renewable-energy/programs/community-solar/complaint-form>.

I, \_\_\_\_\_, hereby confirm that I have received and understand the above information. I confirm that I have had a chance to ask questions of my community solar provider and have received sufficient answers. I further confirm that I have received, reviewed, and understand the full subscription contract, as it may contain provisions not included in this Disclosure Form.

Customer Signature

Date

I, Gregg Felton, hereby certify that the above information is accurate. I ☒ [ X ] have, or ☐ [ X ] will within two (2) days after signing, provide a copy of the signed contract and this disclosure statement to the customer.

Signature from Provider Official or Representative

Date

## Altus Power Community Solar New Jersey SUBSCRIBER AGREEMENT

This Altus Power Community Solar New Jersey Subscriber Agreement (“Agreement”) sets out the terms and conditions of an agreement between you, the Customer identified in the preceding New Jersey Community Solar Contract Summary (the “Contract Summary”), and us, an affiliate of the Community Solar Provider identified in the Contract Summary. By signing the Contract Summary, you agree to the terms and conditions of this Agreement. Under our Community Solar Contract, you will subscribe to Solar Credits, as defined below, that are created by the Solar Generating System identified by Altus Power Community Solar to Customer from time to time.

The Solar System is part of the New Jersey Community Solar Energy Program (CSEP) within New Jersey’s Successor Solar Incentive Program (the “Community Solar Program”), with credits allocated by the Community Solar Provider.

### 1. Introduction

The Solar System is a large installation of solar panels on property located within the service territory of your electric utility (“Utility”) in New Jersey. The electricity generated by the Solar System is delivered to the electric grid maintained by the Utility identified in the Contract Summary. Subject to your eligibility, each month we or our Agent will advise the Utility to allocate to your bill the value of a portion of the solar electricity generated by the Solar System (the “Solar Credits”) as calculated under the terms of this agreement. The Utility will apply the Solar Credits to your electric utility bill, reducing the amount that you pay the Utility. After you receive your bill reduction you will pay us for your Solar Credits at the discount identified in the Contract Summary. For example, if the Contract Summary states that your Solar Discount is 10%, you will pay us \$.90 for each \$1 in Solar Credits that you receive on your Utility bill.

### 1. Servicing Organization

We may, in our sole discretion, appoint a Servicing Organization for the Term of this Agreement. We will notify you of any change to your Servicing Organization within 30 days of such change. For information about the management of your subscription under this Agreement, to address complaints, or to cancel your subscription, please contact Altus Power, using the following contact information:

Email: [hello@altuspower.com](mailto:hello@altuspower.com)

Toll-free phone: (888) 882-5887

### 2. Start Date

We expect your Solar System to begin to produce electricity on the Commercial Operation Date indicated in the Contract

Summary. If the Solar System is not yet operational, the Commercial Operation Date will be indicated as “Expected”, which is an estimate based on construction schedules and is subject to change without notice. You will begin to receive your allocation of Solar Credits after the Commercial Operation Date and we will notify you when you can expect Solar Credits to appear on your Utility bill. Your Utility may take up to ninety (90) days or longer to process Solar Credits and apply them to your Utility bill.

### 3. Term

The term of this Agreement is month-to-month, begins on the date you sign the Contract Summary, and shall be automatically renewed on the first of each month unless you cancel or terminate as provided below. If you do not cancel or terminate your agreement, we will continue to provide your Solar Discount until 20 years after the Community Solar Provider was authorized to operate under the Community Solar Program, whichever is later. However, you can cancel your subscription and terminate this Agreement at any time during the Term, for any reason, as further described in Section 18 of this Agreement.

### 4. Allocation

Following the Commercial Operation Date of the Solar System, we or our Agent will advise the Utility each month of the portion of the solar electricity produced by the Solar System that is to be allocated to you (your “Allocation”). Your allocation will be based on two factors: (i) Up to 100% of your historic usage as reflected in your Utility bills and (ii) the amount of electricity produced by the Solar System. If you do not have twelve months of historic usage, we will make a good faith estimate of your annual usage

based on the usage of our other Customers. You understand and acknowledge that your Utility may take up to ninety (90) days to process our instructions and to begin to apply Solar Credits to your electric bill. Your usage and the electricity produced by the Solar System can be expected to change from month to month based on weather conditions and other factors. We will allocate to you up to 100% of the electricity you consume in any month. We may change the amount of your allocation at any time (i) in accordance with the rules and procedures of the Community Solar Program or (ii) to optimize your Allocation subject to the Solar System capacity and the needs of our other subscribers.

### 5. Solar Credits

Solar Credits are the value determined by the Utility of the electricity produced by the Solar System which is allocated to you. The Utility may choose to indicate your Solar Credits on your electric bill as either a dollar amount or in terms of the kilowatt hours allocated to you from the Solar System. Your Solar Credits will appear as a separate line on your electric bill. In New Jersey the value of the Solar Credits, unless otherwise determined by regulators or the Utility, is equal to the retail electricity rate charged to residential consumers, inclusive of supply and delivery charges. Your Solar Credits reduce your costs of electricity from other sources such as fossil fuel plants but may not be applied to offset certain non-by-passable charges such as demand charges, monthly billing fees, and taxes. Therefore, your Solar Credits will reduce only a portion of your electricity bill, and your discount only applies to your Solar Credits, not to your entire electric bill.

### 6. Billing



Unless we otherwise notify you in writing, your monthly Subscription Fee will automatically be taken from the Solar credits each month and the Fixed Discount will be applied to your Utility Bill for a given bill period.

#### **Subscription Fee; Solar Discount Rate**

You agree to pay for all Solar Credits that are placed on your electric bill by your Utility. The price of your Solar Credits shall be the value of the Solar Credit that is placed on your bill less the Solar Discount Rate (the "Subscription Fee") indicated on the Contract Summary (Disclosure Form) under Subscription Price. For example, if the Disclosure Form states that your Solar Discount Rate is 20%, your subscription fee will be equal to \$.80 for each \$1 of Solar Credits applied to your electric bill. The amount of your Solar Discount Rate will not change during the term of this Agreement; provided that where your Solar Discount Rate requires you to qualify for the Low-to-Moderate Income (LMI) Community Solar Program, if the Utility finds you ineligible for the LMI Community Solar Program, then your Solar Discount Rate will be the lower rate indicated on the Contract Summary. However, your actual savings may change from month to month based on your actual electricity usage, weather, the System Output, and other factors. Accordingly, we cannot warrant or guarantee the amount or value of electricity produced by a Solar System or allocated to you or warrant or guarantee that you will realize any fixed amount of savings as a result of this Agreement.

#### **7. If You Move**

If you move, you may transfer this Agreement to your new Utility account provided that you remain within the original Utility service territory and the same geographic limitations provided that you provide us with at least 30 days advance written notice of your new utility account number and new address. You acknowledge and agree that there may be a delay between the time you move and the time the Utility may begin to allocate solar electricity to your new account. If you do not provide us with written notice of your new Utility account number your Agreement will terminate the same time you terminate your Utility account. You will continue to be responsible for all



payment obligations incurred prior to such termination.

#### **8. Late Fees.**

You will not be charged late fees under this Agreement, however, if you fail to make any payment when due and such failure continues for a period of 90 days, we or our Agent may cancel this Agreement without notice. If you fail to pay your bill on time we may also cancel this Agreement without notice.

#### **9. Waiting List**

In the event the Solar System is fully subscribed, we will add your name to a waiting list. If one or more Customers has moved from the Utility territory where the Solar System is located and capacity on the Solar System becomes available, we will notify Customers on the waiting list if and when they may expect to receive Solar Credits. To minimize wait times and maximize our subscribers' access to the meaningful benefits of solar power, we or our Agent will assign you to the earliest available Solar System subject to your eligibility, the capacity available, and the needs of other customers on the Waiting List. You agree that we may assign you to any Solar System owned and operated by Altus Power, LLC subject to your eligibility, the available capacity and Commercial Operation Date of the Solar System, and the needs of other subscribers.

#### **10. Solar System Interruption**

In the event the Solar System ceases to produce electricity or deliver electricity to the Utility for three (3) consecutive days or more, your receipt of Solar Credits may be interrupted. Such an interruption may come about because of a power outage; natural disaster such as a storm, flood or earthquake; explosion or fire; act of war, sabotage or vandalism, or terrorism; strike or labor dispute; or action or inaction by a governmental authority. We or our Agent will notify you of the estimated duration of such interruption and you will not be charged for Solar Credits during the interruption. We will not be responsible for any lost, missed or delayed Solar Credits during such an interruption. The Utility will continue to provide electricity service to your household during any such interruption unless the reasons for the interruption affect the Utility grid as well.

#### **11. Representations**

In entering into this Customer Agreement, You hereby represent and warrant to us, and acknowledge and agree that

- You are eighteen (18) years of age or older and have the power and authority to enter into this Agreement;
- You are a customer of Utility with a valid account for a meter located within the Utility service territory where the Solar System is located as specified in the Contract Summary (Disclosure Form);
- You do not have rooftop solar panels or solar panels connected to the utility meter being enrolled in the community solar program;
- You have read and you understand the terms of this Agreement and have had the opportunity to ask us questions and to seek advice of an attorney if so desired;
- The information you provided to us on the Contract Summary and in the enrollment process is accurate and complete;
- You are not already subscribed to another community solar project and you will not subscribe to another community solar project as long as this Agreement is in effect;
- We cannot predict future electricity costs or prices charged by your Utility and that your Solar Credits may change monthly and are subject to changes in weather and your electricity usage such that we cannot guarantee any specific amount of savings each month;
- This Agreement is your valid obligation, and it is enforceable against you in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally); We may make a collateral assignment of this agreement to a financing partner or other party but under no circumstances shall you hold such financing partner liable for any act or omission by us or for any breach of any representation, warranty or covenant made by us to you;
- You have no right, for reasons of safety, to walk on the site of the Solar System or obtain interconnection or metering information from the Solar System or any renewable energy credits or financial incentives received by Altus Power;



- We or our Agent may use your personal information to access information from the Utility and credit reporting agencies including usage, payment and credit history, a copy of your Utility bill, and Telecommunications, Energy and Cable Score, and to share such information with our current and potential financing partners, pursuant to the directive of a legal authority, or in connection with an assignment of this Agreement to a third party.

## 12. Your Obligations to Us

You agree to:

- Provide us or our Agent with all information necessary to allocate electricity from the Solar System to you and contact you including your service and billing addresses, phone number, email address, and Utility account number;
- Authorize us or our Agent to contact the Utility and access your Utility account, your historic electricity usage, and a copy of your bill;
- Authorize us or our Agent to disclose information we receive from the Utility to our affiliates, vendors, contractors, subcontractors, financing parties, accountants, and others, provided that any access to such information shall be limited to the instances defined in the Altus Power Privacy Policy – <https://www.altuspower.com/privacy-policy>.

## 13. Our Obligations to You

We agree to:

- Advise the Utility of the quantity of solar electricity allocated to your account from the Solar System;
- Notify you when your Solar Credits are first due to appear on your Utility bill;
- If you are on the Waiting List, let you know when capacity becomes available for your subscription;
- Protect your personal information; and
- Notify you in the event of an interruption in your Solar Credits.

## 14. Ownership of the Project and Environmental Attributes

You understand and agree that you are not entitled to own or take delivery of any electricity generated by the Solar System or of any solar incentives or environmental

attributes including tax credits, state incentives, renewable energy credits, certificates, emission reduction credits, emissions allowances, green tags, carbon offset credits, utility rebates or any other environmental attributes of the Solar System (other than the Solar Credits sold to you under this Agreement), all of which are our property and usable at our sole discretion. You acknowledge and agree that the Solar System is our personal property and that we own the Solar System for all purposes.

## 15. Termination; No Penalty for Cancellation; Outstanding Balances

- You may terminate your Agreement at any time without penalty by providing written notice to us.
- We may terminate this Agreement if we are unable to perform our obligations under this Agreement due to failure to (i) receive and maintain necessary regulatory approvals and/or approvals from the Utility; (ii) an interruption in your Solar Credits that continues for ninety (90) days or more; (iii) new laws or any revisions in or interpretations of the Community Solar Program that could affect the anticipated economic return to us under this Agreement; or (iv) the inaccuracy of any information that you provided and on which we relied. In the event we terminate this Agreement, we will notify you of such termination by writing by mail to your address or email address on file.
- Notwithstanding the termination of this Agreement, you will remain responsible for paying any outstanding balances at the time of termination and any bills for Solar Credits that you receive from the Utility for up to ninety (90) days following such notice of termination.
- You agree that either we or our affiliates or subcontractors are entitled to collect outstanding balances due to us. Following any such termination, we will have no further obligations or liabilities to you.

## 16. Limitations of Liability

YOU AGREE THAT WE ARE NOT A PUBLIC UTILITY AND HAVE NO PUBLIC SERVICE OBLIGATIONS, AND OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL YOU OR WE BE LIABLE TO

EACH OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

## 17. Remedies in Case of Your Failure to Make Payments

If you fail to make payments owing under this Agreement, we may take any one or more of the following actions:

- Terminate this Agreement;
- Take any reasonable action to collect your payment obligations to us including all amounts then accrued or due and all applicable taxes, late fees, penalties, and/or interest;
- Proceed, pursuant to the dispute resolution provisions below to enforce performance of this Agreement and to recover damages for your failure to pay us;
- Inform your Utility that you are no longer eligible to receive Solar Credits associated with the Solar System on your Utility bill;
- Use any other remedy available to us in this Agreement or by law; and
- Submit to credit reporting agencies or credit bureaus information about your payment history with us that would be reflected on your credit record.

## 18. Governing Law; Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to conflicts of law principles. In the event of any matter involving a complaint, disagreement, or dispute, we will notify each other by telephone or in writing and seek to resolve the matter promptly in good faith. If you send us such a notice, we will acknowledge receipt within two (2) business days and respond to or resolve the substance of the notice within fourteen (14) business days. If you are dissatisfied with our response, you may request a review of the outcome by calling us or sending us physical or electronic mail within fourteen (14) days from the date of our response.

In the event we cannot resolve the matter within sixty (60) days, we agree that the matter shall be submitted to binding arbitration in Monmouth County, New Jersey or any other mutually agreeable location, subject to the limitation on liability section of this Agreement. Any arbitration between us will be settled under



the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by this Agreement. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting us. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** Unless both of us agree, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

Notwithstanding the foregoing, either of us may bring an action in Small Claims Court, pursue enforcement actions before federal or state agencies, pursue equitable relief for arbitration (including an injunction to proceed with arbitration), or file suit in a court in connection with an intellectual property claim.

#### **19. Notices**

Unless otherwise specified elsewhere in this Agreement, you may send notices to us under this Agreement by phone by calling the number indicated on the Contract Summary; via electronic mail by contacting [Hello@AltusPower.com](mailto:Hello@AltusPower.com) or by US Mail sent to Altus Power Community Solar Customer Care at the address indicated on the Contract Summary. We may send notices to you by mail to your address as indicated in the Contract Summary or as you have subsequently notified us in writing or by electronic mail to the email address indicated in the Contract Summary. You consent to receiving monthly bills electronically to such email address indicated in the Contract Summary.

#### **20. Further Requirements of New Jersey Community Solar Law.**

The law implementing New Jersey Community Solar Energy Program requires the following disclosures and agreements:

- Utility rates and projected savings are subject to change.
- The New Jersey Board of Public Utilities (“BPU”) New Jersey Public Service Commission (“PSC”) does not regulate the price of community solar subscriptions, nor does it guarantee projected savings.
- You, the Customer, agree that if Utility so requests, you will allow Utility to install a remote read smart meter purchased and installed at Utility’s cost.
- You, the Customer, may not participate in more than one community solar project at a time.

#### **21. No Waiver**

Any delay or failure of you or us or our Agent to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance of any of the provisions of this Agreement, shall not be construed to be a waiver of such provisions or our respective rights to enforce that provision or to uphold the validity of this Agreement later.

#### **22. Amendments**

From time to time we may make amendments or corrections to this Agreement to conform to provisions of the Community Solar Program provided that no such changes shall be effective unless we or our Agent give you written notice in advance and you do not notify us that you wish to cancel or terminate this Agreement prior to their effective date.

#### **23. Assignment**

You agree that we may assign, sell or transfer to any third party any of our rights, including one of our affiliates, or obligations interests in or to the Solar System or this Agreement without your

consent, provided that no such assignment, sale or transfer shall affect any material terms of this Agreement. You will be notified in writing within 30 days of such assignment or change to the Provider or servicing organization managing your subscription. You may not assign, sell or transfer to a third party your entitlement to an allocation of solar electricity from a Solar System or Solar Credits without our prior written consent.

#### **24. Entire Agreement**

This Agreement contains our entire agreement regarding your purchase of Solar Credits generated by the Solar System and supersedes any prior agreements between us, written or oral. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or construed so as to make them enforceable.

#### **25. NOTICE OF RIGHT TO CANCEL**

In addition to your right to cancel or terminate this Agreement during its Term without penalty at any time, you may cancel this Agreement without any penalty within three (3) business days after signing this Agreement by contacting us via phone by calling the number indicated in the Contract Summary or via electronic mail by contacting [Hello@AltusPower.com](mailto:Hello@AltusPower.com).

#### **26. Signature Statement**

**In signing the Disclosure Form you represent that you have read the Disclosure Form and this Agreement, including the Notice of Right to Cancel, in their entirety and you acknowledge that you have received a complete copy of this Community Solar Contract. You acknowledge and agree that the Agreement includes an Arbitration Clause which provides a manner for resolving disputes but does not permit a jury trial and does not permit us to sue you, or you to sue us, in court.**



## **SELF-ATTESTATION OF INCOME**

The New Jersey Board of Public Utilities approved this form for use by qualifying customers in New Jersey's Community Solar Energy Program. The Community Solar Energy Program defines low- and moderate-income ("LMI") subscribers as households with total gross annual income at or below 80% of the median area income, as determined by annual income limits set by the United States Department of Housing and Urban Development (N.J.A.C. 14:8-9.2). The Board of Public Utilities requires that this form be completed if you are seeking to qualify to participate in the Community Solar Energy Program as an LMI subscriber.

**INSTRUCTIONS:** This Self-Attestation Form is to be completed, signed, and dated by a member of the applying household. It is a written statement documenting an applicant's affirmation that the gross annual income for the applicant's entire household qualifies as meeting the definition of an LMI subscriber. Applicants may attest their status as an LMI subscriber by either reporting their household income or confirming participation in one of the qualifying LMI programs listed at the end of this document. If choosing to report your household income, please reference the income limits for your specific county at the end of this document.

**ATTESTATION:** I hereby confirm my eligibility to qualify as an LMI subscriber for the purposes of participating in New Jersey's Community Solar Energy Program.

I understand that this information will be used to confirm my eligibility to qualify as an LMI subscriber in order to participate in a community solar project with capacity reserved for LMI subscribers. If I do not qualify as an LMI subscriber, I understand that I may still subscribe to a community solar project that has availability for non-LMI subscribers.

### **CONTACT INFORMATION:**

FULL NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: NJ ZIP CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

HOUSEHOLD OCCUPANCY: \_\_\_\_\_ Person(s)

I, \_\_\_\_\_, attest that my household's annual income for the previous calendar year is less than my county's household income limit of \$\_\_\_\_\_.

**OR**

I, \_\_\_\_\_ attest that the Qualifying Program(s) which I participate in or receive benefits from is: \_\_\_\_\_.

- *I acknowledge that the information on this form will only be used for the purposes of determining my eligibility as an LMI subscriber. This form will be distributed and retained by the community solar subscriber organization SV NJ Solar 1, LLC c/o Altus Power, LLC and will only be shared with the New Jersey Board of Public Utilities or its designee.*
- *I understand that the information provided on this form may be subject to verification at any time, and upon request, I may be requested to provide documentation to support the household income or Qualifying Program participation to which I have attested above.*
- *I understand that I may be asked to complete another self-attestation of income in 5 years if I continue to participate in the Community Solar Energy Program as an LMI subscriber.*

*In signing this document, I declare that all information listed is complete and accurate.*

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

### **LMI Qualifying Programs:**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Low Income Home Energy Assistance Program (LIHEAP)</li> <li>• Universal Service Fund (USF)</li> <li>• Comfort Partners</li> <li>• Lifeline utility assistance program</li> <li>• Payment Assistance for Gas and Electric (PAGE)</li> <li>• Section 8 Housing Choice Voucher Program</li> <li>• Supplemental Nutrition Assistance Program (SNAP)</li> <li>• Lifeline program (Universal Service Administrative Company)</li> </ul> | <ul style="list-style-type: none"> <li>• Medicaid</li> <li>• Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI)</li> <li>• Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)</li> <li>• Temporary Assistance for Needy Families (TANF)</li> <li>• Low-Income Household Water Assistance Program (LIHWAP)</li> </ul> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### *ATLANTIC County Income Limits*

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$60,950               |
| 2 Person            | \$69,650               |
| 3 Person            | \$78,350               |
| 4 Person            | \$87,050               |
| 5 Person            | \$94,050               |
| 6 Person            | \$101,000              |
| 7 Person            | \$107,950              |
| 8 Person            | \$114,950              |

#### *CAPE MAY County Income Limits*

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$64,900               |
| 2 Person            | \$74,150               |
| 3 Person            | \$83,400               |
| 4 Person            | \$92,650               |
| 5 Person            | \$100,100              |
| 6 Person            | \$107,500              |
| 7 Person            | \$114,900              |
| 8 Person            | \$122,300              |

#### *HUDSON County Income Limits*

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$82,550               |
| 2 Person            | \$94,350               |
| 3 Person            | \$106,150              |
| 4 Person            | \$117,900              |
| 5 Person            | \$127,350              |
| 6 Person            | \$136,800              |
| 7 Person            | \$146,200              |
| 8 Person            | \$155,650              |

#### *BERGEN County Income Limits*

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$75,900               |
| 2 Person            | \$86,750               |
| 3 Person            | \$97,600               |
| 4 Person            | \$108,400              |
| 5 Person            | \$117,100              |
| 6 Person            | \$125,750              |
| 7 Person            | \$134,450              |
| 8 Person            | \$143,100              |

#### *CUMBERLAND County Income Limits*

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$54,600               |
| 2 Person            | \$62,400               |
| 3 Person            | \$70,200               |
| 4 Person            | \$78,000               |
| 5 Person            | \$84,250               |
| 6 Person            | \$90,500               |
| 7 Person            | \$96,750               |
| 8 Person            | \$103,000              |

#### *HUNTERDON County Income Limits*

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$80,200               |
| 2 Person            | \$91,700               |
| 3 Person            | \$103,150              |
| 4 Person            | \$114,600              |
| 5 Person            | \$123,800              |
| 6 Person            | \$132,950              |
| 7 Person            | \$142,150              |
| 8 Person            | \$151,300              |

#### *BURLINGTON County Income Limits*

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$68,750               |
| 2 Person            | \$78,550               |
| 3 Person            | \$88,350               |
| 4 Person            | \$98,150               |
| 5 Person            | \$106,050              |
| 6 Person            | \$113,900              |
| 7 Person            | \$121,750              |
| 8 Person            | \$129,600              |

#### *ESSEX County Income Limits*

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$74,800               |
| 2 Person            | \$85,450               |
| 3 Person            | \$96,150               |
| 4 Person            | \$106,800              |
| 5 Person            | \$115,350              |
| 6 Person            | \$123,900              |
| 7 Person            | \$132,450              |
| 8 Person            | \$141,000              |

#### *MERCER County Income Limits*

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$74,800               |
| 2 Person            | \$85,450               |
| 3 Person            | \$96,150               |
| 4 Person            | \$106,800              |
| 5 Person            | \$115,350              |
| 6 Person            | \$123,900              |
| 7 Person            | \$132,450              |
| 8 Person            | \$141,000              |

#### *CAMDEN County Income Limits*

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$68,750               |
| 2 Person            | \$78,550               |
| 3 Person            | \$88,350               |
| 4 Person            | \$98,150               |
| 5 Person            | \$106,050              |
| 6 Person            | \$113,900              |
| 7 Person            | \$121,750              |
| 8 Person            | \$129,600              |

#### *GLOUCESTER County Income Limits*

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$68,750               |
| 2 Person            | \$78,550               |
| 3 Person            | \$88,350               |
| 4 Person            | \$98,150               |
| 5 Person            | \$106,050              |
| 6 Person            | \$113,900              |
| 7 Person            | \$121,750              |
| 8 Person            | \$129,600              |

#### *MIDDLESEX County Income Limits*

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$80,200               |
| 2 Person            | \$91,700               |
| 3 Person            | \$103,150              |
| 4 Person            | \$114,600              |
| 5 Person            | \$123,800              |
| 6 Person            | \$132,950              |
| 7 Person            | \$142,150              |
| 8 Person            | \$151,300              |

**MONMOUTH County Income Limits**

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$76,000               |
| 2 Person            | \$86,850               |
| 3 Person            | \$97,700               |
| 4 Person            | \$108,550              |
| 5 Person            | \$117,250              |
| 6 Person            | \$125,950              |
| 7 Person            | \$134,650              |
| 8 Person            | \$143,300              |

**PASSAIC County Income Limits**

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$75,900               |
| 2 Person            | \$86,750               |
| 3 Person            | \$97,600               |
| 4 Person            | \$108,400              |
| 5 Person            | \$117,100              |
| 6 Person            | \$125,750              |
| 7 Person            | \$134,450              |
| 8 Person            | \$143,100              |

**SUSSEX County Income Limits**

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$74,800               |
| 2 Person            | \$85,450               |
| 3 Person            | \$96,150               |
| 4 Person            | \$106,800              |
| 5 Person            | \$115,350              |
| 6 Person            | \$123,900              |
| 7 Person            | \$132,450              |
| 8 Person            | \$141,000              |

**MORRIS County Income Limits**

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$74,800               |
| 2 Person            | \$85,450               |
| 3 Person            | \$96,150               |
| 4 Person            | \$106,800              |
| 5 Person            | \$115,350              |
| 6 Person            | \$123,900              |
| 7 Person            | \$132,450              |
| 8 Person            | \$141,000              |

**SALEM County Income Limits**

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$68,750               |
| 2 Person            | \$78,550               |
| 3 Person            | \$88,350               |
| 4 Person            | \$98,150               |
| 5 Person            | \$106,050              |
| 6 Person            | \$113,900              |
| 7 Person            | \$121,750              |
| 8 Person            | \$129,600              |

**UNION County Income Limits**

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$74,800               |
| 2 Person            | \$85,450               |
| 3 Person            | \$96,150               |
| 4 Person            | \$106,800              |
| 5 Person            | \$115,350              |
| 6 Person            | \$123,900              |
| 7 Person            | \$132,450              |
| 8 Person            | \$141,000              |

**OCEAN County Income Limits**

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$76,000               |
| 2 Person            | \$86,850               |
| 3 Person            | \$97,700               |
| 4 Person            | \$108,550              |
| 5 Person            | \$117,250              |
| 6 Person            | \$125,950              |
| 7 Person            | \$134,650              |
| 8 Person            | \$143,300              |

**SOMERSET County Income Limits**

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$80,200               |
| 2 Person            | \$91,700               |
| 3 Person            | \$103,150              |
| 4 Person            | \$114,600              |
| 5 Person            | \$123,800              |
| 6 Person            | \$132,950              |
| 7 Person            | \$142,150              |
| 8 Person            | \$151,300              |

**WARREN County Income Limits**

| Household Occupancy | Household Income Limit |
|---------------------|------------------------|
| 1 Person            | \$71,650               |
| 2 Person            | \$81,850               |
| 3 Person            | \$92,100               |
| 4 Person            | \$102,300              |
| 5 Person            | \$110,500              |
| 6 Person            | \$118,700              |
| 7 Person            | \$126,900              |
| 8 Person            | \$135,050              |