

SECTION I: Identification Information

- 1.1 Name of Generation Unit (sufficient for full and unique identification):
Mass Energy Aggregate PV (RI)
- 1.2 Type of Certification being requested (check one):
 Standard Certification ? Prospective Certification (Declaratory Judgment)
- 1.3 This Application includes: (Check all that apply)¹
- APPENDIX A: Authorized Representative Certification for Individual Owner or Operator
 - APPENDIX B: Authorized Representative Certification for Non-Corporate Entities Other Than Individuals
 - APPENDIX C: Existing Renewable Energy Resources
 - APPENDIX D: Special Provisions for Aggregators of Customer-sited or Off-grid Generation Facilities
 - APPENDIX E: Special Provisions for a Generation Unit Located in a Control Area Adjacent to NEPOOL
 - APPENDIX F: Fuel Source Plan for Eligible Biomass Fuels
- 1.4 Primary Contact Person name and title: Omay Elphick, Deputy Director
- 1.5 Primary Contact Person address and contact information:
Address: 17 Gordon Ave #201A
Providence, RI 02905
- Phone: 401 861 6111 Fax: 401 861 6115
Email: omay@ripower.org
- 1.6 Backup Contact Person name and title: Larry Chretien, Executive Director
- 1.7 Backup Contact Person address and contact information:
Address: 670 Centre St
Boston MA 02130
- Phone: 617 524 3950 Fax: 617 524 0776
Email: larry@massenergy.com

¹ Please note that all Applicants are required to complete the Renewable Energy Resources Eligibility Standard Application Form and all of the Appendices that apply to the Generation Unit or Owner or Operator that is the subject of this Form. Please omit Appendices that do not apply.

1.8 Name and Title of Authorized Representative (i.e., the individual responsible for certifying the accuracy of all information contained in this form and associated appendices, and whose signature will appear on the application):

Larry Chretien, Executive Director

Appendix A or B (as appropriate) completed and attached? ? Yes ? No N/A

1.9 Authorized Representative address and contact information:

Address: 670 Centre St

Boston, MA 02130

Phone: 617 524 3950

Fax: 617 524 0776

Email: larry@massenergy.com

Owner name and title: Multiple owner aggregation

Owner address and contact information:

Address: _____

Phone: _____

Fax: _____

Email: _____

Owner business organization type (check one):

Individual

Partnership

Corporation

Other: multiple owner aggregation

1.13 Operator name and title: _____

Operator address and contact information:

Address: _____

Phone: _____

Fax: _____

Email: _____

Operator business organization type (check one):

Individual

Partnership

Corporation

Other: multiple owner aggregation

SECTION II: Generation Unit Information, Fuels, Energy Resources and Technologies

2.1 ISO-NE Generation Unit Asset Identification Number or NEPOOL GIS Identification Number (either or both as applicable): 32510

2.2 Generation Unit Nameplate Capacity: .331 MW

Maximum Demonstrated Capacity: .305 MW

Please indicate which of the following Eligible Renewable Energy Resources are used by the Generation Unit: (Check ALL that apply) – *per RES Regulations Section 5.0*

- Direct solar radiation
- The wind
- Movement of or the latent heat of the ocean
- The heat of the earth
- Small hydro facilities
- Biomass facilities using Eligible Biomass Fuels and maintaining compliance with all aspects of current air permits; Eligible Biomass Fuels may be co-fired with fossil fuels, provided that only the renewable energy fraction of production from multi-fuel facilities shall be considered eligible.
- Biomass facilities using unlisted biomass fuel
- Biomass facilities, multi-fueled or using fossil fuel co-firing
- Fuel cells using a renewable resource referenced in this section

2.5 If the box checked in Section 2.4 above is “Small hydro facilities”, please certify that the facility’s aggregate capacity does not exceed 30 MW. – *per RES Regulations Section 3.31*

? ← check this box to certify that the above statement is true

? N/A or other (please explain) _____

2.6 If the box checked in Section 2.4 above is “Small hydro facilities”, please certify that the facility does not involve any new impoundment or diversion of water with an average salinity of twenty (20) parts per thousand or less. – *per RES Regulations Section 3.31*

? ← check this box to certify that the above statement is true

? N/A or other (please explain) _____

2.7 If you checked one of the Biomass facilities boxes in Section 2.1 above, please respond to the following:

A. Please specify the fuel or fuels used or to be used in the Unit:

B. Please complete and attach Appendix F, Eligible Biomass Fuel Source Plan.

Appendix F completed and attached? ? Yes ? No ? N/A

- 2.8 Has the Generation Unit been certified as a Renewable Energy Resource for eligibility in another state's renewable portfolio standard?
 Yes No If yes, please attach a copy of that state's certifying order.
 Copy of State's certifying order attached? ? Yes ? No N/A

SECTION III: Commercial Operation Date

Please provide documentation to support all claims and responses to the following questions:

- 3.1 Date Generation Unit first entered Commercial Operation: 07 / 14 / 99 at the site. [Date oldest system in aggregation was installed]
- 3.2 Is there an Existing Renewable Energy Resource located at the site of Generation Unit?
 Yes
 No
- 3.3 If the date entered in response to question 3.1 is earlier than December 31, 1997 or if you checked "Yes" in response to question 3.2 above, please complete Appendix C.
 Appendix C completed and attached? ? Yes ? No N/A
- 3.4 Was all or any part of the Generation Unit used on or before December 31, 1997 to generate electricity at any other site?
 Yes
 No
- 3.5 If you checked "Yes" to question 3.4 above, please specify the power production equipment used and the address where such power production equipment produced electricity (attach more detail if the space provided is not sufficient):

SECTION IV: Metering

- 4.1 Please indicate how the Generation Unit's electrical energy output is verified (check all that apply):
 ISO-NE Market Settlement System
 Self-reported to the NEPOOL GIS Administrator
 Other (please specify below and see Appendix D: Eligibility for Aggregations):

 Appendix D completed and attached? Yes ? No ? N/A

SECTION V: Location

5.1 Please check one of the following that apply to the Generation Unit:

- Grid Connected Generation
- Off-Grid Generation (not connected to a utility transmission or distribution system)
- Customer Sited Generation (interconnected on the end-use customer side of the retail electricity meter in such a manner that it displaces all or part of the metered consumption of the end-use customer)

5.2 Generation Unit address: Multiple system aggregation - all installations
located in Rhode Island

5.3 Please provide the Generation Unit's geographic location information:

- A. Universal Transverse Mercator Coordinates: n/a
- B. Longitude/Latitude: n/a

5.4 The Generation Unit located: (please check the appropriate box)

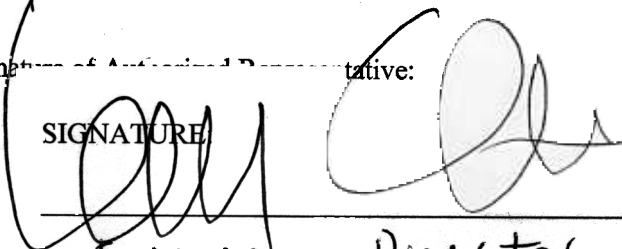
- In the NEPOOL control area
- In a control area adjacent to the NEPOOL control area
- In a control area other than NEPOOL which is not adjacent to the NEPOOL control area ← *If you checked this box, then the generator does not qualify for the RI RES – therefore, please do not complete/submit this form.*

5.5 If you checked "In a control area adjacent to the NEPOOL control area" in Section 5.4 above, please complete Appendix E.

Appendix E completed and attached? ? Yes ? No N/A

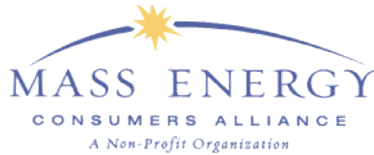
6.2 Authorized Representative Certification and Signature:

I hereby certify, under pains and penalties of perjury, that I have personally examined and am familiar with the information submitted herein and based upon my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties, both civil and criminal, for submitting false information, including possible fines and punishment. My signature below certifies all information submitted on this Renewable Energy Resources Eligibility Form. The Renewable Energy Resources Eligibility Form includes the Standard Application Form and all required Appendices and attachments. I acknowledge that the Generation Unit is obligated to and will notify the Commission promptly in the event of a change in a generator's eligibility status (including, without limitation, the status of the air permits) and that when and if, in the Commission's opinion, after due consideration, there is a material change in the characteristics of a Generation Unit or its fuel stream that could alter its eligibility, such Generation Unit must be re-certified in accordance with Section 9.0 of the RES Regulations. I further acknowledge that the Generation Unit is obligated to and will file such quarterly or other reports as required by the Regulations and the Commission in its certification order. I understand that the Generation Unit will be immediately de-certified if it fails to file such reports.

Signature of Authorized Representative:  DATE: 5/15/17

Executive Director
(Title)

doing business as



PEOPLE'S
Power & Light

To Whom It May Concern:

This letter is to certify that Larry Chretien, Executive Director of Energy Consumers Alliance of New England (ECANE), is authorized to execute the Application for Connecticut Renewable Generator Qualification on behalf of the organization. ■■■

Best Regards,

A handwritten signature in black ink that reads "Daniel Ruben". The signature is written in a cursive, flowing style.

Daniel Ruben, Clerk, Board of Directors

Larry Chretien | Executive Director **Omay Elphick** | Deputy Director **Michele Bilodeau** | Fiscal Director

670 Centre Street, Boston, MA 02130, Ph. 617-524-3950, Fax 617-524-0776, www.massenergy.com
17 Gordon Avenue. #201A, Providence RI 02905 Ph. 401-861-6111, Fax 401-861-6115 www.ripower.org

APPENDIX D
(Required of Applicants Seeking Eligibility for Customer-Sited and/or Off-Grid Generation Facilities and Associated Aggregations)

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island

Customer-sited and Off-grid Generation Facilities located in Rhode Island may be certified as an eligible resource if their NEPOOL GIS Certificates are created by way of an aggregation of Generation Units using the same generation technology, and so long as the aggregation is certified by the Commission. Please complete the following and attach documentation, as necessary to support all responses:

- D.1 Please identify the location(s) in Rhode Island of each Generation Unit that is interconnected on the End-use Customer's side of the retail electricity meter in such a manner that it displaces all or part of the metered consumption of the End-use Customer, or not connected to a utility transmission or distribution system.

See attached list

- D.2 Please attach proposed procedures under which the aggregate Generation Units will operate ("Aggregation Agreement"). In accordance with Section 6.8.(iii) of the RES Regulations, the proposed Aggregation Agreement shall contain the following information: *See attached boilerplate proposal/contract*

- (a) Name and contact information of the aggregator owner, to which these regulations and stipulations of certification shall apply, and who shall be the initial owner of any NEPOOL GIS Certifications so certified;
- (b) Name, contact information, and qualifications of the Verifier. Qualifications shall include any information the applicant believes will assist the Commission in determining that the Verifier will accurately and efficiently carry out its duties. After receipt of the application, the Commission may require additional evidence of qualifications;

- (c) A declaration of any and all business or financial relations between aggregator owner and Verifier, which the Commission will use to evaluate the independence of the Verifier.²
- (d) The Aggregation Agreement shall include a statement indicating under what circumstances the Verifier would not be considered sufficiently independent of the individual Generation Unit, and that Generation Units not meeting this independence test would not be allowed to participate in the aggregation;
- (e) Type of technology that will be included in the aggregation, and statement that the aggregation will include only individual Generation Units that meet all the requirements of these regulations, for example physical location, vintage, etc. (All generators within the aggregation must be of the same technology and fuel type);
- (f) Proposed operating procedures for the aggregation, by which the Verifier shall ensure that individual Generation Units in the aggregation comply with all eligibility requirements and that the NEPOOL GIS Certificates created accurately represent generation;³ and
- (g) Description of how the Verifier will be compensated for its services by the aggregator. In no instances will an aggregation be certified in which the Verifier is compensated in a manner linked to the number of NEPOOL GIS Certificates created by the aggregation.

D.3 Applicant must acknowledge that:

- (a) any changes to or deviations from the Aggregation Agreement will be considered a change in generator status, and will require recertification by the Commission;

← please check this box to acknowledge this requirement

? N/A or other (please explain) _____

² Reasons for ruling that a Verifier is not sufficiently independent include, but are not limited to: i) If one entity owns, directly or indirectly, or if a natural person so owns, 10% or more of the voting stock or other equity interest in the other entity; ii) If 10% or more of the voting stock or other equity interests in both entities are owned, directly or indirectly, by the same entity or a natural person; or iii) If one entity is a natural person, and such entity or a member of such entity's immediate family is an officer, director, partner, employee or representative of the other entity. It is important to note that rules are always subject to change in accordance with the State's Administrative Procedures Act (APA). For example, the Commission is asking NEPOOL to allow third party verification for customer sited/off-grid systems. If NEPOOL adopts this request, the Commission will change its rules in accordance with the APA.

³ At a minimum, these procedures will: i) require a determination that the Generation Unit exists and is in compliance with these RES Regulations and the Aggregation Agreement as approved by the Commission; ii) require a meter reading procedure that allows the Verifier to verify these readings; meter readings may be manual or remote and via the aggregators own system or via an independent system, but in all cases shall comply with NEPOOL GIS Operating Rules regarding metering; iii) specify how generation data will be entered into NEPOOL GIS to create NEPOOL GIS Certificates; iv) a procedure to verify independently that the NEPOOL GIS Certificates created for the aggregation are consistent with the meter readings; v) a procedure for the Verifier to report to the Commission on the results of their verification process; vi) require that verification and meter readings be done on a quarterly basis, except for units of two hundred KW or less, which may be done on an annual basis; and vii) procedures for correcting discrepancies in NEPOOL GIS Certificate generation identified by the Verifier.

- (b) the Commission will be promptly notified of any changes to or deviations from the Aggregation Agreement; and

← please check this box to acknowledge this requirement

? N/A or other (please explain) _____

- (c) in the event that notice of such changes or deviations is not promptly given, all Generation Units in the aggregation may be de-certified.

← please check this box to acknowledge this requirement

? N/A or other (please explain) _____

D.4 Applicant must certify that:

If the Generation Unit (or aggregation of generation units) is a Customer-sited or Off-grid Generation Resources, as provided in Rhode Island's Renewable Energy Standard law Section 39-26-2.4 and Section 3.25 of the RES Regulations, respectively, the associated Generation Attributes have not otherwise been, nor will be sold, retired, claimed or represented as part of electrical energy output or sales, or used to satisfy obligations in jurisdictions other than Rhode Island.

← please check this box to certify that this statement is true

? N/A or other (please explain) _____

Site Address	Contact City, State Zip	AC capacity (kW)	Installed Date
451 Hammet Rd.	Coventry, RI 02816	2	3/1/2003
38 Valley Dr.	Westerly, RI 02891	3	1/1/2004
175 Bartlett Ave	Providence, RI 02905	2	6/21/2001
1411 Shannock Road	Charlestown, RI 02813	2.11	7/14/1999
1 Dennis Court	Westerly, RI 02891	5.33	10/1/2004
128 Massasoit Dr.	Warwick, RI 02888	1.36	4/13/2004
66 Freeborn Rd.	Portsmouth, RI 02871	5	11/1/2000
6 Beaver Lane	Charlestown, RI 02813	3.3	12/31/2004
15 Green End Lane	West Kingston, RI	3	5/1/2003
10-C Butter Lane	Charlestown, RI 02813	3	2/20/2004
38 Spring Road	North Kingston, RI 02892	3	6/1/2004
Gordon Research Conferences, P.O. Box 984	West Kingston, RI 02892-0984	22	4/15/2002
12 Shenandoah Road	Warwick, RI 02886	10	6/7/2005
Wickford Middle School, 250 Tower Road	North Kingston, RI 02852	2	12/1/2004
29 Massasoit Ave.	Barrington, RI 02806	3.366	7/20/2005
209 Westerly Bradford Rd.	Westerly, RI 02891	2	7/19/2005
1401 Hope Street	Bristol, RI 02809	8	4/1/2005
102 South Bay Drive	Narragansett, RI 02882	7.5	10/1/2004
1908 Crandall Road	Twenton, RI 02878	5.2	7/1/2005
100 Save the Bay Drive	Providence, RI 02905	20	5/1/2005
3971 Diamond Hill Road	Cumberland, RI 02864	3.5	6/1/2005
560 Usquepaugh Road	West Kingston, RI 02892	4.59	1/13/2006
60 Laurel Road	Wakefield, RI 02879	5.7	1/2/2006
18 Conway Drive	Barrington, RI 02806	4.4	9/1/2005
56 Fort Ninigret Rd.	Charlestown, RI 02813	4.18	1/15/2006
22 Conch Rd.	Narragansett, RI 02882	3.8	11/1/2005
24 Conch Rd.	Narragansett, RI 02882	3.8	12/5/2005
27 Kickapoo Run	Charlestown, RI 02813	3.74	1/1/2006
94 Trimtown Rd.	North Scituate, RI 02857-0188	2	4/28/2005
307 Dudley St.,	Providence, RI 02905	1.1	11/1/2005
61 Southwest Rd.	Narragansett, RI 02882	4.56	11/10/2005
357 Cole Ave.	Providence, RI 02905	5.13	1/31/2006
71 Kuehn Rd.	Ashaway, RI 02804	6.8	7/7/2005
8 Champlin Dr.	Westerly, RI 02851	3	10/30/2005
389 Brayton Road	Tiverton, RI 02878	4.08	2/2/2006
61 Doyle Ave	Providence, RI 02906	3.42	1/6/2006
208 Willie Woodhead Rd	Glocester, RI 02814	4.56	2/16/2006
302c Curtis Corner Road	Wakefield RI 02880	5.32	2/1/2006
153 Burdickville	Charlestown, RI 02813	5.2	1/1/2006
58 Battey St Apt 1	Providence, RI 02905	1.7	3/27/2006
40 Island View Way	Charlestown, RI 02813	5.6	5/1/2006
22 Amflex Drive	Cranston, RI 02921	50	3/23/2006
308 Shore RD	Westerly, RI 02891	11.8	8/16/2006
619 B Ministerial Rd	Wakefield, RI 02879	5.94	6/14/2006
90 Summit Ave	Providence, RI 02906	3.02	3/1/2006
22 Jonathan Dr.	Charlestown, RI 02813	5.2	8/16/2006
77 Governor Bradford Drive	Barrington, RI 02806	3.25	7/22/2006
114 Clarence St	Cranston, RI 02910	5.1	9/8/2006
276 Holly Ridge Rd	West Kingston, RI 02892	3.96	8/10/2006
40 Douglas Pike	Smithfield, RI 02917	10.2	10/1/2005
24 Potter Hill Rd	Westerly, RI 02891	6.4	11/15/2006
University Heights Shopping Plaza, 601 N. Main St.	Providence, RI 02904	28.8	12/31/2004

333.016

PURCHASE AGREEMENT FOR ENERGY ATTRIBUTES

Between

ENERGY CONSUMERS ALLIANCE OF NEW ENGLAND, INC.

And

[Insert Name Here]

This Agreement is made and entered into this ____ day of _____, 2007 between the Energy Consumers Alliance of New England, Inc. ("ECANE"), a Massachusetts non-profit corporation having its principal office at 670 Centre Street, Boston, Massachusetts, and _____ (hereinafter referred to as the "Seller"), located at _____ ECANE and the Seller may be referred to herein collectively as the "Parties," or either singularly as a "Party."

WHEREAS, the Seller currently generates, or will generate, renewable energy from a _____ kW solar or wind electricity facility (hereinafter referred to as the "Facility") located at _____ in operation since (insert date system installed): _____; the details of which are described in Attachment A to this contract (completed by seller).

WHEREAS, the New England Power Pool ("NEPOOL") has established an electronic accounting system, the New England Generation Information System ("NE-GIS"), that administers a currency of certificates to document energy attributes ("energy attributes" include such factors as the fuel source, emissions levels, date and time of generation, location, labor characteristics, and ownership share of the electricity) associated with each megawatt-hour ("MWh") of electricity generated throughout the region;

WHEREAS, trading periods for the transfer of certificates through NE-GIS are conducted on a quarterly basis;

WHEREAS, ECANE wishes to purchase all of the energy attributes from the Facility, to aggregate with other solar and wind energy attributes, and thereby create certificates that can be traded through the NE-GIS;

WHEREAS, ECANE's certificates will be included as part of the "green" power products it intends to offer potential customers;

WHEREAS, the Seller agrees to allow ECANE to purchase, claim and aggregate energy attributes generated from its Facility in order to create NE-GIS-tradable certificates;

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, ECANE and the Seller do hereby agree as follows:

1. Term. This Agreement shall commence upon execution of contract, and shall continue until December 31, 2010, or until the Agreement is terminated pursuant to Section 11, Termination.

2. Procedure for Establishing Quantity.
In compliance with NE-GIS requirements, the Facility must include a revenue-grade production meter¹ dedicated solely to measuring energy produced from the Facility, and that is separate from the meter provided by the distribution company to measure electricity consumption. The quantity of energy attributes generated from the Facility will be tabulated quarterly. Each quarter will correspond to a three-month period of the calendar year, beginning with the month of January. The quarters are as follows: January/February/March; April/May/June; July/August/September; and October/November/December.

For systems located in Massachusetts, the Seller, or the Seller's designated system representative, will record on a monthly basis the amount of energy produced from the Facility in Massachusetts Technology Collaborative's (hereafter, "MTC") Production Tracking System ("PTS"). ECANE will then purchase, on a quarterly basis, the full quantity of energy attributes produced by the Facility and recorded by the Seller, using information reported to the PTS to determine the quantity of the purchase.

For systems located in Rhode Island, the Seller will make a report to ECANE consisting of the current reading of the Facility's production meter within ten (10) business days following the end of each quarter. The form of the report shall depend upon the size of the system. Single family residential systems less than 10 kW AC shall report using email, phone, fax or writing unless and until ECANE establishes a web interface system. At such time, ECANE shall have the sole discretion to require reporting via the web interface system. Non-residential systems and all systems of 10 kW AC or greater shall report via an automated third-party system specified in Appendix A, subject to ECANE's approval.

Based upon the Seller's reported monthly or quarterly meter reading(s), ECANE will tabulate the quantity of energy attributes produced by the Facility for the previous quarter. ECANE will then purchase the full quantity of energy attributes produced by Facility during the previous quarter. ECANE is not responsible for purchasing energy attributes from production not reported by the Seller. ECANE reserves the right to spot check the Facility production meter to verify the accuracy of reports. If the Facility production meter is determined to be inaccurate, meter records shall be corrected for a period extending back to the time such inaccuracy occurred, if such time is reasonably ascertainable, or if not reasonably ascertainable the Parties shall estimate in good faith the amount of energy attributes generated from the Facility over the time at issue.

¹ "Revenue-grade" metering devices conform to applicable American National Standard Institute (ANSI) C-12 standards. Often kilowatt-hour displays on solar electric inverters do NOT meet these standards and are thus not adequate for the purpose of collecting data to meet the terms of this contract. ECANE may require confirmation by a qualified contractor or installer that these standards have been met.

Following any spot check, any meter found to be inaccurate shall be adjusted or replaced immediately to measure accurately.

3. Permission to Aggregate and Transfer Energy Attributes. Commencing within ten (10) days of the beginning of each quarterly NE-GIS trading period during the Term, the Seller agrees to allow ECANE to aggregate and otherwise claim the energy attributes produced from the Facility, together with energy attributes from other solar and wind facilities, to produce NE-GIS-tradable certificates. ECANE will then transfer these certificates to an account, or accounts, designated by ECANE.
4. Notification. For the duration of the Term, the Seller will notify ECANE of any material outages, breakdowns, or inoperability of the Facility. For the purposes of this Section 4, a “material” outage, breakdown, or inoperability is one that exceeds one week in duration. In the case of any material outages, breakdowns, or inoperability of the Facility, the Seller will also provide ECANE with weekly updates as to the condition, maintenance, or repair of the Facility. The Seller will also notify ECANE as far in advance as possible as to any planned maintenance of the Facility. The Seller will also notify ECANE of any material changes to the nature or operation of the Facility, including, but not limited to, any changes that affect the environmental impact of the Facility.
5. Agreement Price. ECANE agrees to pay to the Seller the amount of \$60/ per MWh for solar generated energy attributes and \$30/ per MWh for wind generated energy attributes (the “Agreement Price”).
6. Payment. Due to the schedule of the NE-GIS trading system, payments by ECANE will be made to Seller within sixty (60) days after the beginning of each NE-GIS trading period. The NE-GIS trading period begins on the fifteenth day of the second quarter after the associated electricity was produced. For example, for energy attributes generated during the April/May/June quarter, payment will be made within sixty (60) days of October 15th. ECANE will issue a check to the Seller for the full amount of energy attributes purchased by ECANE, along with a receipt indicating the quantity of energy attributes that have been purchased.
7. Environmental Credits and Value. All environmental value and credits of any kind and nature resulting from or associated with the energy attributes purchased by ECANE shall accrue to and be assigned exclusively to ECANE. The Seller shall not make any formal claims about the “greenness” of the electricity produced by the Facility, and should not refer to the Facility as a “renewable energy” generator without also disclosing the fact that energy attributes are being sold to ECANE.
8. Eligibility. ECANE agrees to purchase only those RECs that are eligible for sale in its various “green” power products. ECANE may terminate this agreement in accordance to provisions in Section 11 if the RECs from the Seller are no longer eligible.

9. Publicity and Marketing. Subject to the Seller's consent, not to be unreasonably withheld, ECANE may use information from or about the Seller's Facility, including data, photographs, or other types of reasonably available information, for publicity and marketing purposes.
10. Information Sharing. The Seller agrees to allow ECANE to share information regarding the Seller's Facility and/or the terms of this Agreement with its employees and consultants, agents, independent contractors, successors and assigns and with regulatory authorities (such as the Massachusetts Department of Telecommunications and Energy or the Massachusetts Division of Energy Resources) where appropriate.
11. Termination. ECANE may terminate this Agreement with or without cause upon ninety (90) days advance written notice to the Seller. The Seller may terminate this Agreement for cause upon sixty (60) days advance written notice to ECANE. Such notice must include a statement regarding the reason for termination. Termination for cause may include, but is not limited to, either Party's breach of the material terms of this Agreement. The Seller may terminate this Agreement without cause upon one hundred eighty days (180) days advance written notice to ECANE. All Parties are required to fully perform all of their obligations under this Agreement between the time of such notification and the termination of this Agreement Notwithstanding any provision contained herein, the provisions of Sections 12 and 13 shall survive the termination of this Agreement for a period of three (3) years with respect to any claims which occurred or arose prior to such termination.
12. Dispute Resolution. This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts, without regard to its rules regarding choice of laws. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between the Parties.

Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the Executive Director of ECANE and the Seller, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties. The dispute shall be considered to have arisen when one Party sends the other a written notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the American Arbitration Association, Boston, Massachusetts,

appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation.

Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. For Massachusetts Sellers, the Parties agree to bring any such injunctive proceedings in the Superior Court for Suffolk County. For non-Massachusetts Sellers, the Parties agree to bring any such injunctive proceedings in a state or federal court of competent jurisdiction in Massachusetts. Each Party consents to the aforementioned venue restrictions and expressly waives any objections to venue it might otherwise be able to raise. In any such judicial action, the "Prevailing Party" shall be entitled to payment from the opposing Party of its reasonable costs and fees, including, but not limited to, attorneys' fees, arising from the civil action. As used herein, the phrase "Prevailing Party" shall mean the Party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action. This Section shall not be construed to limit any rights a Party may have to intervene or join in any action, whether litigation or alternative dispute resolution, wherever pending, relating to the other Party.

The Seller shall continue performance under this Agreement during any dispute resolution proceedings, unless otherwise agreed to by ECANE in writing. No dispute under this Agreement shall excuse performance by the Seller pending dispute resolution.

13. Indemnification. The Seller shall indemnify, defend and hold harmless ECANE and its officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing Parties to the extent arising, directly or indirectly, from or in connection with any material breach by the Seller of its obligations, covenants, actions or omissions taken or made in connection with the Seller's performance of this Agreement. The Seller further agrees, if requested by ECANE, to investigate, handle, respond to, and defend any such claim, demand, or suit at its own expense arising under this Section. Should the Seller defend any such claim against ECANE, it shall have full control of such defense, in its reasonable discretion.

If ECANE seeks indemnification pursuant to this Section 13, it shall notify the Seller of the existence of a claim, or potential claim, as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the Seller that it will assume the defense and indemnification of such claim, the Seller may assert any defenses which are or would otherwise be available to ECANE.

Notwithstanding any provision contained herein, the provisions of this Section 13 shall survive the termination of this Agreement for a period of three (3) years with respect to any claims which occurred or arose prior to such termination.

14. Survival Provision. Notwithstanding any provision contained herein or the application of any statute of limitations, the provisions of Section 12 and Section 13 shall survive the termination of this Agreement for a period of three (3) years.
15. Assignment. No Party shall be permitted to assign any or all of its respective rights and duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any assignment without such consent shall be null and void, except as specifically permitted in this Section 15. Notwithstanding the foregoing, the Seller hereby agrees, without any further request for prior consent, to permit ECANE to assign its interest under this Agreement to an entity owned or controlled by ECANE, or affiliates thereof, including, without limitation, an affiliated nonprofit entity established for the purpose of selling “green” electricity. The rights and obligations created by this Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.
16. Notices. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and

if to the Seller to:

[INSERT INFORMATION]

Name:

Address:

Phone:

Email:

if to ECANE to:

Larry Chretien, Executive Director
Energy Consumers Alliance of New England
670 Centre Street
Boston, MA 02130
Ph: (617)-524-3950
Fax: (617)-524-0776

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement;

or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. Any Party may change its address and contact person for the purposes of this Section 16 by giving notice thereof in the manner required herein.

17. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both Parties hereto.
18. Force Majeure. *Force Majeure* shall mean acts of God; hurricanes; tornadoes; fires; epidemic; landslides; earthquakes; floods; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity; insurrections; prolonged inability of suppliers to provide essential materials; military action; war, whether or not it is declared; sabotage; riots; civil disturbances; explosions; or any cause or event, not reasonably within the control of the Party claiming *Force Majeure*; provided, however, that *Force Majeure* shall not include the financial inability of the Parties, whether or not caused by any of the foregoing factors.

In any case where either Party is required hereby to do any act, delays caused by *Force Majeure* shall not be counted in determining the time during which such act shall be completed, whether such time be designed by a fixed date, a fixed time, or "a reasonable time," and such time shall be deemed to be extended by the period of the delay; provided that (i) the non-performing Party, within five (5) business days after the occurrence of the *Force Majeure*, gives the other Party written notice describing the particulars of occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure*; (iii) no obligations of either Party that arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; and (iv) the non-performing Party shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. Notwithstanding the foregoing, neither Party shall be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of the opposing Party when such course is, in its judgment, not in its best interest. In no event, however, shall any extension of time under this Section 18 exceed one hundred eighty (180) days without causing termination of the contract.

19. Expenses. Each Party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' fees and expenses.
20. Joint Venture. The Seller will perform all services under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint

venture, partnership, agency or any relationship between the Parties. The obligations of ECANE and the Seller hereunder are individual and neither collective nor joint in nature.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement.
22. Waiver. No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.
23. Cooperation. Each Party acknowledges that this Agreement for the delivery of energy attributes may require approval or review by third parties and agrees that it shall use reasonable efforts to cooperate in seeking to secure such approval or review.
24. Severability. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.
25. Joint Work Product. This Contract shall be considered the joint work product of the Parties hereto, and shall not be construed against either Party by reason thereof.

Energy Consumers Alliance of New England, Inc.

PV System Owner:

By: _____

By: _____

Print: Lawrence Chretien

Print: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Attachment A

Seller must complete and submit to ECANE with signed Purchase Agreement.

Seller Name:

Circle One: SOLAR WIND

Address of Solar or Wind Electric Facility (include street, city, state and zip code):

Contact information if different from above (include phone number and email address for reporting reminders):

Capacity of Solar or Wind Electric Facility in kilowatts (DC or AC if known):

Date installed:

System Installer and contact information (if known):

Does the Facility include a *revenue-grade production meter* dedicated solely to measuring energy produced from the Facility? (Please review Contract Section 2 “Procedure for Establishing Quantity”).

Make and Model of production meter:

Production meter reading at time of contract execution (in kilowatt-hours):

If the facility is located in Massachusetts, please provide the facility’s Mass Technology Collaborative Production Tracking System ID:

If the facility is located in Rhode Island and does not have automated reporting, does the Seller agree to report to ECANE the reading of the Facility’s production meter within ten business days following the end of each quarter?

If the facility is located in Rhode Island and has automated reporting (via a data acquisition system), please provide name of company/organization to which the data is being reported as well as URL, Login, Password, and/or other information needed for ECANE to access production data:

Any additional information relevant to the capacity, production, or metering of solar or wind electricity generation: