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## JOE-4-SUN: LOW-INCOME ENERGY ASSISTANCE PROGRAM

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*YOU MUST SUBMIT A COPY OF YOUR ENTIRE UTILITY BILL TO BE ACCEPTED*

### PROGRAM ELIGIBILITY

The applicant must meet the following qualifications in order to apply for this program:

- Be a low-income ratepayer in the Eversource service territory.

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### APPLICANT INFORMATION

Please **PRINT** all information clearly.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Email (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Phone: \_\_\_\_\_

Electricity Provider: Eversource

Account Number: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

**YOU MUST SUBMIT A COMPLETE COPY OF YOUR MOST RECENT ELECTRIC BILL WITH THIS APPLICATION.**

Please note: a disconnection notice will not satisfy this requirement.

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### SIGNATURE

By signing this form below, I hereby attest that the information provided in this application is true and accurate. I also acknowledge that I have received the SMART Disclosure form and Citizens Energy Corporation Terms and Conditions and I hereby agree and accept the conditions within.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

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Please email your completed application **AND** a copy of your **ENTIRE** current electric bill to:

joe4sun@citizensenergy.com, or mail it to:

Citizens Energy Corporation  
Attn: JOE-4-SUN  
88 Black Falcon Avenue, Suite 342  
Boston, MA 02210

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## Citizens Energy JOE-4-SUN Terms and Conditions

1. Citizens Energy Corporation has the right to verify that the information I provide meets the eligibility requirements necessary for participation in Citizens Energy Corporation, Joe-4-Sun Program ("the Program") as described at: <http://citizensenergy.com/joe4sun-ma>;
2. Once Citizens Energy Corporation verifies that the information I provide meets the eligibility requirements, I will be able to participate in the Program;
3. My electric distribution company (National Grid or Eversource) will continue to bill me each month for the electricity I use;
4. While I am enrolled in the program, I am still responsible for payments of any outstanding, balances and taxes and fees charged by my electric distribution company (National Grid or Eversource) that appear on my electric bill each month;
5. I will receive Alternative On-Bill Credits ("Credits") from the Program, and these Credits will appear on my electric bill to offset the costs of my electricity usage for each month that I am enrolled in the Program;
6. I may not receive the same amount of Credits each month. The amount of Credits that I receive each month will fluctuate depending on the actual solar production of my assigned Community Shared Solar Farm;
7. Citizens Energy Corporation will send me a separate monthly bill for 50% of the Credits, which were applied to my electric bill in the prior month. (So if I received \$50 in Credits on my June electric bill, Citizens Energy Corporation will bill me in July for \$25). Payments are due within 60 days of the date of the Citizens Energy Corporation bill.
8. While I am enrolled in the Program, I agree to pay Citizens Energy for 50% of the Credits applied to my utility bill each month, not to exceed the total cost of my electricity usage on my electric bill before the Credits applied;
9. At the end of 24 months, I may no longer be enrolled in the program;
10. If I fail to pay Citizens Energy Corporation for 50% of the Credits applied to my electric bill that offset the cost of that month's electricity usage or I no longer meet the eligibility requirements of the Program, then after 60 days of non-payment or upon verification of non-eligibility, Citizens Energy Corporation has the right to remove me from the Program and terminate this agreement;
11. **After enrollment in the program, I am able to terminate this contract at any time by written notice to Citizens Energy Corporation. Upon receipt of written notice, this agreement will automatically terminate. I will still be responsible for the 50% of the cost of any Credits that were applied to my electric bill and remain unpaid;**
12. The Program is governed by the Massachusetts Department of Energy Resources' regulations, 225 C.M.R. 20.00 and accompanying guidelines ("SMART Program") and Massachusetts General Laws, Chapter 25A, §6 and Chapter 75, §11 of the Acts of 2016, and your Electric Distribution Company's SMART Tariff. In the event that the Law or regulations governing the Program are repealed or change such that Citizens Energy Corporation is no longer able to provide you with Credits or your assigned Community Shared Solar Farm is no longer eligible under the SMART Program to generate net metering credits, Citizens Energy Corporation has the right to stop applying Credits to your electric bill and automatically terminate this agreement;

13. If for any reason the Community Shared Solar Farm you receive Credits from ceases to be eligible for the SMART Program under the Utility's SMART Tariffs, whether by change in Law, the Utility's SMART Tariffs, the configuration of the system, or otherwise, then this Agreement shall automatically terminate;
14. This Agreement may be assigned at any time by Citizens Energy Corporation without your consent, including to lenders or third parties in connection with the financing of the Community Shared Solar Farm;
15. Citizens Energy Corporation and I (individually "Party") agree to make a diligent, good faith attempt to resolve any disputes regarding this agreement or the Program through negotiation before either Party commences arbitration or litigation. Either Party claiming a dispute shall provide written notice thereof to the other Party setting forth the details of the dispute;
16. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY LOSS OF PROFITS, LOSS OFF PRODUCTION, EARNINGS REVENUE, USE DATA, CONTRACT OR GOOD WILL, EVEN IN SITUATIONS WHERE A PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES; and,
17. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the Commonwealth of Massachusetts. The parties further agree that the venue for any action or arbitration shall by located in Suffolk County, Massachusetts.

**Pursuant to Massachusetts General Laws, Chapter 93 §48, you may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the date you accept this agreement. If you wish to exercise this right within THREE BUSINESS DAYS from the date you accept, please email us at [joe4sun@citizensenergy.com](mailto:joe4sun@citizensenergy.com) with "Cancel" in the subject line.**



# SMART Participant Customer Disclosure Form (Community Shared Solar)

The purpose of this form is to provide consumers with a straightforward, uniform, and transparent resource to evaluate potential solar transactions under the Solar Massachusetts Renewable Target (SMART) Program.

\*Community Shared Solar Participants do not directly purchase solar electricity. Instead, participants purchase credits in the form of Net Metering Credits or Alternative On-Bill Credits. Except in the case of eligible Low Income Customers, a Community Shared Solar subscription may or may not reduce customers' total electricity costs depending on market conditions and the specific terms of a credit purchase agreement. Eligible Low Income Customers must be provided a net savings, as required by DOER.

CUSTOMER INFORMATION	PROVIDER INFORMATION
Customer Name:	Company: Citizens Solar Holdings X, LLC
Name on Electric Bill (if different):	Street Address: 88 Black Falcon Avenue Center Lobby, Suite 342
Street Address:	City, State, Zip: Boston, MA 02210
City, State, Zip:	Phone: 855-JOE-4SUN
Phone:	Email: Joe4Sun@citizensenergy.com
Email:	
SYSTEM INFORMATION	
Community Solar Project Name: Falmouth Landfill Solar II LLC	
Project Location (Utility Service Territory): Eversource	
Project Size (kW DC): 2,090	
Estimated Commercial Operation Date: June 2021	
Estimated Number of Subscribers to the Project: 250	
SUBSCRIPTION & COST INFORMATION	
Subscription Size (kW DC): 3-6	
Is the customer on a wait list? No	
Estimated Contract Effective Date: <b>TODAYS DATE PLUS THREE BUSINESS DAYS</b>	
Contract Term (years): Minimum of Twenty-Four (24) months	
Option to renew: No option to renew	
Enrollment Costs (\$):\$0	
Subscription Model (Upfront payment, pay as you go, discount, or other): Pay-as-you-Go subscription	
Starting Rate or Discount (\$/month, \$/kWh, %, or % of \$/kWh): 50% discount for Alternative On-Bill Credits	
Rate increase frequency, if applicable (Monthly, quarterly, annually, etc.): No rate increase	
Amount of Rate Increase, if applicable (\$/month, \$/kWh, percentage): No rate increase	
Estimated Year One Payments (including any enrollment costs) (\$): The Customer, you, will pay to Citizens Energy ("Citizens") 50% of the value of the Alternative On-Bill Credits ("AOB Credits") applied to your monthly utility bill. Annually, Citizens anticipates providing you with \$600 worth of AOB Credits, which means you would owe approximately \$300 per year to Citizens. Each month, AOB Credits will show up on your monthly utility bill based on the energy produced at your Community Shared Solar Farm. Those AOB Credits may be approximately \$50 per month (but could be lower or higher depending on how much electricity your designated Community Shared Solar Farm produces month to month). You are still required to pay the utility the amount owed on your monthly bill, and each month Citizens will send you a separate bill indicating the amount you owe to Citizens for the AOB Credits. For example: If your monthly utility bill is	

\$50 and the AOB Credits you receive by participating in the program total \$30, your utility bill will be reduced to \$20. You will owe the utility \$20 and you will owe Citizens \$15 (for delivery of the \$30 of AOB Credits with the 50% discount), making the final cost to you \$35. This means you saved \$15 for that month. AOB Credits do not apply to additional required utility surcharges in MA; you will still be responsible for payments for those surcharges to your utility. There are no enrollment costs for the program.
Expected net savings for eligible Low Income Customers: 50% savings on credits delivered.
Is the subscription transferrable to other customers? No
Is the subscription portable within the utility service area or utility load zone? Yes
Describe opt-out or early termination terms: Customer can cancel without any penalty anytime.
Describe any system performance or electricity production guarantee: N/A

OWNERSHIP OF INCENTIVES	PROVIDER	CUSTOMER	UTILITY	N/A
Owner of SMART Incentive Payments	X			
Owner of Investment Tax Credit	X			
Owner of State/Local Tax Credits	X			

**NOTE:** A Renewable Energy Certificate (REC) represents the Environmental Attributes associated with one megawatt-hour of renewable energy as defined by Massachusetts law. RECs generated by a facility participating in the SMART Program are transferred to the utility company in exchange for the incentive payments made to the facility owner under the program. Therefore, while you are not using the solar power generated by the facility, your purchase of credits does support solar development in Massachusetts and increase the amount of solar energy consumed by all electric ratepayers in the Commonwealth.

I, \_\_\_\_\_, hereby confirm that I have received and understand the above information. I further confirm that I have had a chance to ask questions of my provider and have received sufficient answers, if applicable.

Customer Signature	Date
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**Relevant Links and Contact Information**

**Department of Energy Resources**

Website: [www.mass.gov/doer](http://www.mass.gov/doer) Email: [doer.smart@mass.gov](mailto:doer.smart@mass.gov)

**Attorney General’s Office**

Website: <https://www.mass.gov/get-consumer-support>