

Ashby-Installer Agreed Upon Terms and Conditions

- 1) Installer and the Town of Ashby agree to work cooperatively to implement the 2016 Solarize Ashby Program (the “Program”) in Ashby which will drive the adoption of solar PV projects through a partnership with the Town of Ashby;
- 2) Installer agrees that the term of this Letter of Agreement begins as of January 1, 2016 and shall continue until the final PV system contracted under the Program is installed;
- 3) Refer to the Program as “Solarize Ashby” in all community outreach materials and marketing efforts;
- 4) Provide customers within Ashby with pricing available at the appropriate tiered level, and provide tiered pricing reductions, as outlined in the Installer’s competitive quote, to all customers under the Program. Appropriate tiered pricing must be applied to projects at the time that the contracted capacity level is met for the Tier.
- 5) Installer’s and associated partner’s contracts with the customers must include a “not to exceed” cost or lease payment/PPA payment through December 2016, at which time the cost will be reconciled based on the appropriate tier that has been reached;
- 6) Utilize equipment listed in the *Pricing Quote* (Attachments A and B) submitted by Installer for all projects contracted during the Program. If an equipment substitution is required during the course of the Program, the Installer is responsible for getting the Ashby Technical Consultant’s approval in advance of contracting of the system;
- 7) Include a disclaimer on all Installer customer intake forms and media (such as website and sign-up sheets) that outlines how customer contact information will be used under the Program and provide the customer with the ability to opt out of communications unrelated to solar PV installations under the Program;
- 8) Provide objective information to enable customers to choose either the purchase, lease/power purchase agreement (if offered), or innovative financing (if offered) option;
- 9) Track the total contracted capacity under the Program;
- 10) Track the pricing associated with each project, and detail why a specific project requires a cost adder;
- 11) If there are cost adders associated with a project, Installer must provide customer with a breakout of the cost adders required and their cost above the base pricing. This can be provided at or before contract signing directly in the Customer proposal or on a copy of the Cost Adder Form;
- 12) Provide weekly metrics to the Town of Ashby which shall include, but is not limited to, the number of leads generated, the number of feasible project sites identified, the number of contracted projects, and the tracked information maintained by Installer pursuant to section 9) and 10);
- 13) Agree and acknowledge that all contracted projects will meet the Mass Solar Loan Program Minimum Technical Requirements, except the “Minimum Design and Estimated Production Requirements” section;
- 14) Coordinate with the Community to develop a plan to recommend alternative opportunities (i.e. through energy efficiency or other renewable energy projects) for customers without feasible sites for a solar PV project;
- 15) Provide a mechanism to share the status of leads captured through the program such that they will be available to NERC on a regular basis, and;
- 16) Vendors agree to leave a postcard, addressed to the town and provided by the town, with each customer when they provide an estimate. (The postcard will collect customer comments and/or reasons why they decided against installing solar photo voltaic panels at their residence.);

Accepted & Agreed

Town of Ashby

Installer

By:	By:
Name:	Name:
Title:	Title:
Date:	Date: