

NOTICE OF FINAL FORM

The Attorney General, pursuant to NMSA 1978, Section 57-31-5, is publishing a final form Distributed Generation Disclosure Statement that may be used to provide the disclosures required by the Distributed Generation Disclosure Act, Sections 57-31-1 to 57-31-5 NMSA 1978 (2017), for agreements with buyers or lessees. The final form will be published in the December 26, 2017, New Mexico Register.

The final form is available at the Office of the Attorney General located in the Paul Bardacke Attorney General Complex in Santa Fe located at 408 Galisteo Street, Consumer & Environmental Protection Division; at the Attorney General's Office located in Albuquerque at 201 3rd Street NW, Suite 300; and at the Attorney General's Office located in Las Cruces at 201 North Church Street, Suite 315.

The final form is also posted on the Office of the Attorney General's website and may be accessed, free of charge, from the following website: www.nmag.gov.

To request that a copy of the final form be mailed to you, please submit your request in writing to:

**Office of the Attorney General
Consumer Protection Division
P.O. Drawer 1508
Santa Fe, NM 87504-1508**

You may also request a copy of the final form by calling the following telephone number: 1-844-255-9210. There is a \$.25 copying charge per page for written and telephone requests for copies of the final form.

Distributed Generation Disclosure Statement

I. Party Information.	
<p><u>Lesser or Lessee</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Email: _____</p>	<p><u>(Seller or Marketer)</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Email: _____</p> <p>License No.: _____¹</p>
<p><u>System Installer</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Email: _____</p> <p>State Contractor's License No.: _____</p>	<p><u>Maintenance Provider (if different from installer)</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Email: _____</p> <p>State Contractor's License No.: _____</p>
II. Purchase Price, Financing and Payments.	
<p>A. Purchase Price of the Distributed Energy System: \$ _____</p>	
<p>Your Down Payment is: \$ _____</p> <p>Incentives: \$ _____</p> <p>Rebates: \$ _____</p> <p>Other Credits: \$ _____</p>	<p>Amount Due Upon Installation: \$ _____</p> <p>Amount Due Upon Completion: \$ _____</p> <p>Amount Due Upon Energization: \$ _____</p>
<p>B. Financing Costs: Final Price to be Paid including Financing Costs \$ _____</p> <p style="padding-left: 40px;">Total Amount Financed \$ _____</p>	
<p>Your monthly payment will be \$ _____</p> <p>Your monthly payment is due on _____</p>	<p>Your Annual Percentage Rate is ____%</p> <p>Total Number of Payments: _____</p> <p>Date of Final Payment: _____</p>
<p>C. Total Purchase Power Agreement (PPA) Payments are \$ _____</p>	
<p>NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE POWER, NOT TO PURCHASE THE SYSTEM. YOU WILL NOT OWN THE SYSTEM AFFIXED TO YOUR PROPERTY.</p>	
<p>Your initial rate per kilowatt-hour ("kWh") for the electricity produced by the system is \$ _____.</p> <p>Your monthly payments will be the amount of the energy the system produces multiplied by the rate above.</p>	
<p>The Initial Term of the PPA: Years <input type="checkbox"/> _____ Months <input type="checkbox"/> _____</p> <p>You first Payment is due on the _____ day of the first calendar month your system is energized.</p>	
<p>YOUR PPA: HAS <input type="checkbox"/> DOES NOT HAVE <input type="checkbox"/> A PAYMENT ESCALATOR. If our PPA HAS a PAYMENT ESCALATOR your electricity rate will increase by _____% per year</p>	

¹ The license number shall include the Seller's or Marketer's license number, bond information, appropriate solicitation permit and other required licenses.

III. Fees.	
A.	Late Fee (include the circumstances triggering any late fees). (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.
B.	System Removal Fees. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.
C.	System Removal Fees for default. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.
D.	Uniform Commercial Code Notice Removal and Refiling Fees. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.
E.	Maintenance Fees. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.
F.	Internet Connection Fees. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.
G.	Automated Clearing House Fees. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.
H.	(List one-time or recurring fees) (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.
I.	(Add spaces as needed.) \$ _____.
IV. Tax Credits, Rebates and Incentives and Renewable Energy Certificates. The distributed energy system is eligible for the following:	
A)	(Identify Each Tax Credit) (Describe whether, the buyer, lessee, seller or marketer owns the credit, whether the seller or marketer used the credit in determining the price of the system and describe the transferability of the credit.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address this credit.) \$ _____.
B)	(Identify Each Tax Rebate) (Describe whether, the buyer, lessee, seller or marketer owns the rebate, whether the seller or marketer used the rebate in determining the price of the system and describe the transferability of the rebate.) (Describe the ownership and transferability.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address this rebate.) \$ _____.
C)	(Identify Each Tax Incentive) (Describe whether, the buyer, lessee, seller or marketer owns the incentive, whether the seller or marketer used the incentive in determining the price of the system and describe the transferability of the incentive.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address this incentive.) \$ _____.
D)	(Identify Each Renewable Energy Certificate(s)) (Describe whether, the buyer, lessee, seller or marketer owns the certificate, whether the seller or marketer used the certificate in determining the price of the system and describe the transferability of the certificate.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address this fee.) \$ _____.
E)	(Add spaces as needed) \$ _____.
V. Tax Obligations – You are required to pay the following tax obligations.	
A.	Business Personal Property Taxes. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this tax obligation.) \$ _____.

<p>B. Gross Receipts Taxes. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this tax obligation.) \$ _____.</p>
<p>C. Tax Credit(s) or Incentive(s). (Describe Obligations of the power purchaser or lessee to transfer tax credits or tax incentives of the distributed energy generation system to any other person.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address this tax obligation.) \$ _____.</p>
<p>D. (In the case of a commercial installation) Change In Assessed Property Taxes. (Identify the page(s) and paragraph(s) of the contract provision(s) that address this tax obligation.) \$ _____.</p>
<p>VI. Transferability of Lease or PPA and the Selling or Refinancing your Home.</p>
<p>A) In the event of the transfer of the real property to which the distributed energy generation system is affixed, the Buyer or Lessee has the following options: (List and describe all options available to the buyer or lessee in connection with the)</p> <ol style="list-style-type: none"> 1. (The continuation of the agreement between the buyer or lessee and the seller or marketer.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address transferability.); 2. (The termination of the agreement between the buyer or lessee and the seller or marketer.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address termination.); and/or 3. (The transfer of the agreement between the buyer or lessee and the seller or marketer.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address transferability.)
<p>B) (List the restrictions pursuant to the agreement on the buyer's or lessee's ability to modify or transfer ownership of the distributed energy generation system, including whether any modification or transfer is subject to review or approval by a third party.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address this tax transferability.) (Identify Third-Party Approver or Reviewer's by Name, Mailing Address and Telephone.)</p>
<p>C) (Whether the warranty or maintenance obligations related to the distributed energy generation system may be sold or transferred to a third party.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address transferability.)</p> <p>D) (Notice to the buyer or the lessee of the transferability of any warranty obligations to subsequent buyers or lessees.) (Identify the page(s) and paragraph(s) of the contract provision(s) that address transferability.)</p>
<p>VII. Performance Guarantees.</p>
<p>(Any performance guarantees that a seller or marketer may include in an agreement.)</p>
<p>VIII. Design Assumptions.</p>
<p>(The distributed energy generation system design assumptions, including: system size; estimated first-year production; and estimated annual system production decreases, including the overall percentage degradation over the life of the distributed energy generation system.)</p>
<p>IX. Financial and Energy Savings Assumptions, Calculations and Comparative.</p>
<p>(The assumptions and calculations used for any financial and energy savings assumptions, calculations and comparative estimates savings estimates that were provided to the buyer or lessee in a promotional document or sales presentation. If historical information is used, it shall be accompanied by the following statement: "Historical data are not necessarily representative of future results.")</p>

X. Rates Disclosure.

Actual utility rates may increase or decrease and actual savings may vary. For further information regarding rates, you may contact the local utility or the Public Regulation Commission. Tax and other state and federal incentives are subject to change.

XI. Interconnection Disclosure.

Interconnection requirements, including time lines, are established by rules of the Public Regulation Commission and may be obtained from either the Public Regulation Commission or the local utility.

XII. Permits and Inspections.

Within thirty days of completion of installation or modification, the seller or marketer shall provide the buyer or lessee with proof that:

- 1) all required permits for the installation or any modification of the system were obtained prior to installation; and
- 2) the system received was approved by an authorized inspector.

XIII. Security Filings.

Seller or Marketer **WILL** **WILL NOT** place a lien on your home as part of any lease or PPA.

Seller or Marketer **WILL** **WILL NOT** file a fixture filing or UCC-1 Financing Statement with the County Clerk in your home’s Real Property Records.

If the Seller or Marketer filed a fixture filing or UCC-1 Financing Statement pursuant to the Uniform Commercial Code they must provide you a copy of the filed financing statement within thirty calendar days of the filing.

You have the right to rescind this agreement for a period of ____ days (not less than 3 business days) after the agreement is signed. The Seller or Marketer will also provide you two copies of a completed “Notice of Cancellation” form with the contract.

Date: _____ _____ (Buyer or Lessee) Printed Name: _____ Address: _____ Phone _____ Email: _____	This Document was prepared by: _____ (Seller or Marketer) Printed Name: _____ Address: _____ Phone _____ Email: _____
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