

**EL PASO ELECTRIC COMPANY
FIRST REVISED SAMPLE FORM NO. 44**

**COMMUNITY SOLAR PROGRAM
SUBSCRIBER CONSENT FORM**

X

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(SEE ATTACHMENT)

Advice Notice No. 311

**Signature/Title /s/ James Schichtl
James Schichtl
Vice President - Customer and
Regulatory Solutions**

**NEW MEXICO COMMUNITY SOLAR PROGRAM
SUBSCRIBER DISCLOSURE AND CONSENT FORM**

"X" – Many Changes

You are receiving this form as a Subscriber to the New Mexico Community Solar Program, and the services provided by your Subscriber Organization. This form provides important information about participating in this program. Your name and signature below mean you are the Subscriber who has received, understood, and agrees to all of the information below and had the chance to ask questions of the Subscriber Organization and received sufficient answers, if applicable.

1. Subscription. You qualify as a "Subscriber" under the New Mexico Community Solar Act (the "Act") as that term is defined in the Act and summarized in the list of terms below.
2. Renewable Energy Credits, Energy and Capacity. As part of your Subscription, all energy, capacity, and renewable energy credits produced or associated with your Subscription are owned by _____.
Note: Renewable Energy Certificates (REC) represent the environmental attributes associated with one (1) megawatt-hour of renewable energy. RECs generated by a Community Solar facility are transferred to the qualified utility and are not the property of the Subscriber or the Subscriber Organization. In compensation, the Solar Bill Credit provided to the subscriber by the utility includes a value associated with the REC. Therefore, while the Subscriber is not able to claim the purchase of renewable energy, participation in the Community Solar Program does support additional development of renewable energy in New Mexico.
3. Information Sharing. During the term of your Subscription, _____ and the Subscriber Organization may share with each other your non-public personal information as necessary for the requirements of the Act, including calculation and application of the "Community Solar Bill Credits," which is defined in the Act and summarized in the list of terms below. Non-public personal information includes: (i) your name, _____ account number, address, telephone number, email address, meter number, meter read dates, billing periods, utility invoice dates, base rate bill amount for energy used, other charges, including base rate and non-base rate adjustments, taxes, and invoice totals, (ii) your Community Solar Bill Credit amount; (iii) the total value of the Community Solar Bill Credits generated by the Community Solar Facility; (iv) your Subscription's solar energy generation; (v) your Subscription's share of generating capacity of the Community Solar Facility; (vi) information on your participation in other distributed generation serving your account; (vii) data collected from your meter(s); (viii) any change in your information listed in this paragraph. _____ will not provide any other information, including personally identifiable information such as your Social Security Number or any financial account number, to the Subscriber Organization.
4. Aggregated Information. You agree that your Subscription production information may be combined with other Subscribers' information. You also agree that the combined information of the Community Solar Facility may be publicly disclosed to support regulatory oversight of the "Community Solar Program," as that term is defined in the Act and summarized in the list of terms below. This includes annual reports related to specific Community Solar Facilities

and reporting on complaints, resolution of those complaints, and Community Solar Bill Credits earned and paid. Combined information will not identify you or provide your specific account information, your specific energy usage data, or your specific Community Solar Bill Credits unless you provide written informed consent. Depending on the nature of the combined information, however, it may still be possible to infer the amount of production attributed to your Subscription. The policies of _____ related to sharing combined information are in the attached **Exhibit 1** and are provided to the Subscriber along with this form.

5. **Information Request from the New Mexico Public Regulation Commission.** You agree that the Subscriber Organization and _____ are authorized to provide any information they have related to you or your participation in the Community Solar Program to the New Mexico Public Regulation Commission. This information is needed to allow proper regulatory oversight of _____, the Subscriber Organization, and the Community Solar Program.
6. **Disputes.** You agree that the Community Solar Bill Credits applied to your account by _____ will be calculated and applied based only on the information provided by the Subscriber Organization. As a result, if you have any dispute with the Community Solar Bill Credits, you must bring those concerns or issues first to the Subscriber Organization and not _____. _____ will work with the Subscriber Organization as necessary to address any dispute.
7. **Liability Release.** You release _____ from any and all claims, damages, or losses arising out of the Subscriber's Organization's use, misuse, or failure to maintain the confidentiality of your non-public personal information.
8. **Tax Implications.** _____ makes no representations concerning the tax consequences to you as a Subscriber with respect to Community Solar Bill Credits or your participation in the Community Solar Program.
9. **Duration of Consent.** Your agreement to the information sharing described in this Consent Form will apply for the duration of the agreement between the Subscriber Organization and _____, or until you no longer have a Subscription with the Subscriber Organization and the Subscriber Organization notifies _____ of that.
10. **Successor or Assigns.** This Subscriber Consent Form shall apply to all successors or assigns of _____ and the Subscriber Organization without the need for your additional consent.
11. **In case of Subscriber complaints.** The Public Regulation Commission urges subscribers to contact their Subscriber Organization's customer representative with any concerns or complaints about billing or terms of their agreements. If the complaint cannot be resolved, the subscriber should contact the Community Solar Program Administrator at 1-877-794-0109.

If the Program Administrator cannot resolve the complaint, the Program Administrator may escalate the complaint to the Public Regulation Commission's Consumer Relations Division for informal resolution, at 1-888- 427-5772. <https://nm-prc.org>. After investigation of the complaint, the Public Regulation Commission may refer unresolved issues to the New Mexico Office of the Attorney General for further action.

Please initial the following Subscriber Organization Agreement Terms and Conditions

Terms and Conditions from Subscriber Organization Agreement	Page of Agreement	Affirmed Subscriber Initial
Subscription Size (kW AC):		
Estimated Contract Effective Date:		
Contract Term (months or years):		
Option to Renew (Y/N):		
Enrollment Costs/Subscription Fees:		
Payment Terms:		
Rate Discount:		
Estimated Total One Year Payments:		
Early Termination Fees or Cancellation Terms:		

Subscription Portability or Transferability:		
Describe the process for customer notification if the project is out of service:		
Describe the process to notify Subscriber of any changes that would affect the Subscriber or terms of service:		

List of Terms

1. Community Solar Act. The law creating the Community Solar Program. See NMSA 1978, §§ 62-16B-1 to -8.
2. Community Solar Bill Credits. The credit value of the electricity generated by the Community Solar Facility and allocated to you, the Subscriber. The value of the Community Solar Bill Credit is established by a formula approved by the New Mexico Public Regulation Commission, based on _____'s cost-of-service studies and published in _____'s tariffs. Community Solar Bill Credits will be updated with each _____ general rate case cycle or based on any interim changes to relevant costs-of-service, as approved by the New Mexico Public Regulation Commission and amended tariffs.
3. Community Solar Facility. A facility that generates electricity from solar panels and Subscribers receive a bill credit for a portion of that electricity.
4. Community Solar Program: New Mexico's program that allows customers to subscribe to a solar facility and receive a bill credit for a portion of the electricity generated by that facility.
5. Subscriber: A retail customer of a New Mexico qualifying utility that owns a Subscription to a Community Solar Facility.
6. Subscription: A contract between a Subscriber and a Subscriber Organization to receive a share of a Community Solar Facility.

7. Subscriber Aggregator: A Subscription Manager may hire a separate company to conduct sales and sign customers up for community solar. The sales companies are called Subscriber Aggregators and do not manage the Subscription.
8. Subscriber Organization: A company that owns or operates a Community Solar Facility. The Subscriber Organization may change if a Community Solar project is sold.
9. Subscription Manager: This company handles the daily management of a Community Solar Subscription. This includes working with _____ to make sure Subscribers receive bill credits and billing Subscribers for the cost of the Subscription. The Subscription Manager may be the same as the Subscriber Organization or a different company hired by the Subscriber Organization.

If Individual:	If Entity or Governmental Unit:
Your Name _____	Subscriber Name _____
Your Signature _____	By: _____
Date: _____	Title: _____
	Date: _____

Please complete the following Subscriber Information

Name of Subscriber	Account
_____	_____
Number of Subscriber	
Service Address of Subscriber	
Phone Number of Subscriber	
Email of Subscriber	
Subscriber Organization Name	
Contact Name at Subscriber Organization (if available)	
Address of Subscriber Organization	
Telephone Number of Subscriber Organization	
Subscription Manager Name	
Subscription Manager Contact Information	
Subscriber Aggregator Name (if applicable)	

Community Solar Project Information

Community Solar Project Name:
Project Location (Utility Territory):
Project Nameplate Capacity (in kW AC):
Estimated Commercial Operation Date:

EXHIBIT 1 to Community Solar Program Subscriber Consent Form

Data Privacy Policies of _____ Pertaining to the New Mexico Community Solar Program

The data privacy policies of _____ pertaining to the Community Solar Program are as follows and may be changed from time to time as filed in _____'s tariff or as otherwise may be authorized by the New Mexico Public Regulation Commission ("NMPRC").

Definitions

Unless indicated otherwise, the same definition and meaning of terms in this document are the same as contained in the Community Solar Act or Community Solar Subscriber Organization Agreement. For ease of reference, here are some of the specific definitions:

“ _____ ” means _____, a _____ corporation, and its affiliates and agents.

“Subscribed Energy” means electricity generated by the Community Solar Facility attributable to the Subscriber’s Subscription and delivered to _____ on or after the Commercial Operation Date.

“Subscriber” means a retail customer of _____, that owns a Subscription to a Community Solar Facility.

“Subscriber’s Account Information” consists of the Subscriber’s name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Community Solar Bill Credit(s).

“Subscriber’s Energy Usage Data” means data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber’s electric usage or electricity production for the service address and account number identified for participation in the Community Solar Program.

“Unsubscribed Energy” means energy, measured in kWh, generated by a Community Solar Facility that is not allocated to a Subscriber.

Overview

This section addresses how Subscriber’s Account Information and Subscriber’s Energy Usage Data will be collected, used and shared as part of participation in the New Mexico Community Solar Program.

1. How Subscriber's Account Information and Energy Usage Data Will Be Exchanged

a. Subscriber Specific Information

Once a Subscriber has entered into a Subscription and executed a Subscriber Consent Form, an ongoing data exchange will occur between _____ and the Subscriber Organization (and their designated subcontractors and agents):

(i) _____ will disclose the following Subscriber-specific information to the Subscriber Organization:

- Subscriber's Account Information
- Subscriber's Energy Usage Data
- Community Solar Bill Credits

(ii) The Subscriber Organization will disclose to _____ the following Subscriber-specific information:

- Subscriber's Account Information
- Subscriber Organization allocation for each Subscriber's Subscription stated in kW
- Production data related to the Community Solar Facility stated in kWh, including the amount of any Unsubscribed Energy applied to customer accounts
- Monthly Subscription Information

b. Aggregated Subscriber Information

Aggregated Subscriber information may be reported as part of Permitted Public Reporting, outlined in Section 2(b) below.

To be considered "aggregated" the reported information must include information attributable to all Subscribers of a Subscriber Organization participating in a specific New Mexico Community Solar Program site. Depending on the nature of the aggregated information, however, from this information alone or in combination with other publicly available information it may still be possible to infer the amount of production attributed to individual Subscribers to the Subscriber Organization.

2. How Subscriber's Information Will Be Used

The following outlines how the Subscriber's Account Information and Subscriber Energy Usage Data may be used as part of the New Mexico Community Solar Program.

a. Program Management

As part of administering the New Mexico Community Solar Program, the Subscriber Organization and _____ may provide information related to the Subscriber and/or operation of the Community Solar Program to:

- the NMPRC
- the New Mexico Attorney General
- Other governmental or private entities as required by law or regulation

Additionally, as part of administering the New Mexico Community Solar Program, _____ may share Subscriber's Account Information and Subscriber's Energy Usage Data to service providers, agents, or contracted agents who support the program on its behalf. _____ prohibits these service providers from using or disclosing the Subscriber's information except as necessary to perform these specific services or to comply with legal requirements. More information about _____'s general privacy practices is explained in its Privacy Policy available on _____.

b. Public Reporting

The Subscriber's Energy Usage Data of each participating Subscriber to a Subscriber Organization may be combined and reported in the aggregate by the Subscriber Organization in reports regarding the New Mexico Community Solar Program. The identity of specific Subscribers, the specific Subscriber's Account Information, Subscriber's Energy Usage Data and Subscriber-specific Community Solar Bill Credit will not be listed in public reports unless the Subscriber has provided the Subscriber Organization with prior written consent.

c. Prohibited Reporting or Sharing

Except as otherwise provided in this document, or as otherwise required by federal and state law or court order, _____ will not disclose the Subscriber's Account Information, Subscriber's Energy Usage Data or Subscriber-specific Bill Credits to a third party without first obtaining the Subscriber's written consent.

Any requests by the Subscriber Organization to _____ for information about a Subscriber that is not Subscriber's Account Information or Subscriber's Energy Usage Data will require execution of a separate written consent by the Subscriber. Notwithstanding the previous statement, _____ will not provide the Subscriber Organization with the Subscriber's Social Security Number unless ordered to do so by the NMPRC, compelled by law or regulation, or required under a court order.

3. Subscriber Data Access and Correction

The following outlines what information is available to the Subscriber from _____ and the Community Solar Subscriber Organization, and methods of correcting any inaccuracies.

a. Information Available from _____

Subscribers can contact _____'s call center to obtain information pertaining to their specific Community Solar Bill Credit attributable to their participation in New Mexico Community Solar Program.

The correction of any allocation of previously-applied Bill Credits among Subscribers pertaining to a particular month due to any inaccuracy in information provided by the Subscriber Organization to _____ with regard to a Subscriber's Subscription shall be the full responsibility of the Subscriber Organization.

The Subscriber Organization is solely responsible for the accuracy of information regarding the Subscriber's share of the Subscriber Organization's energy production provided to the _____, and the customer must resolve with the Subscriber Organization any dispute regarding the accuracy of such information.

b. Information Available from the Community Solar Subscriber Organization

Subscribers and prospective Subscribers can contact the Subscriber Organization to request the following information:

- A copy of the agreement the Subscriber will be required to enter into with the Community Solar Subscriber Organization.
- Copy of the Community Solar Subscriber Organization's contract with _____ for the New Mexico Community Solar Program

4. Data Retention

_____ will retain the Subscriber's Account Information, Subscriber's Energy Usage Data and information on Bill Credits for as long as required under applicable law and the term of any agreements related to the Community Solar Program.