

Account No. _____ Name: _____

Solar Farm #2

Address: _____

Phone: _____ Email: _____

COMMUNITY SOLAR SERVICE AGREEMENT BETWEEN [CUSTOMER] AND CITY OF FREMONT

This Community Solar Service Agreement ("Agreement") is entered into and effective _____, 2018, by and between City of Fremont, a political subdivision of the State of Nebraska, hereinafter called "City", and _____, a retail customer of the City and purchasing power and energy from the City under the City's Retail Rate Schedules, hereinafter called "Customer", each sometimes hereinafter referred to singularly as "Party" or collectively as "Parties".

In consideration of the terms and conditions contained in this Agreement, the City and Customer agree as follows:

TERM: This agreement shall be effective on the in-service date for the Fremont Community Solar Farm #2, and will continue for a period of 20-years, subject to early termination as provided in this Agreement

RATE RIDER: The City Community Solar Rate Rider is hereby made a part of this Agreement. The various defined terms in this Agreement, terms of service, rates, billing and payment procedures applicable to Customer are those contained in the Community Solar Rate Rider, the priority of interpretation shall be first the Community Solar Rate Rider.

REQUEST FOR SERVICE: Upon notification by Customer, in writing, of Customer's interest in taking service under City's Community Solar Rate Rider, and before commencement of the next full billing period after receiving said notification, the City shall execute a Community Solar Service Agreement with the Customer and provide a fully executed copy of the same to the Customer. Service under City's Community Solar Rate Rider will not commence unless and until City receives an executed copy of the Agreement from Customer.

TRANSFER/ASSIGNMENT: Customer may request that the City: (a) permit Customer to transfer/assign their energy in full from Customer-owned panel(s) to another Customer or entity, or (b) permit Customer to transfer/assign Solar Energy Shares in full to another Customer or entity; provided the Customer is obligated to pay the City for electric service and in either event the transferee/assignee qualifies based on terms and conditions of this Agreement and executes an agreement similar to this Agreement. The City may, in connection with its consideration of such request, elect, in its sole discretion, to repurchase the panel(s) from the Customer at a rate established in the Community Solar Rate Rider. Upon any transfer or assignment, the Customer will surrender all right, title, and interest in and to this Agreement. No transfer or assignment will extend the terms of this Agreement.

ENROLLMENT FEE: Customer shall be charged a \$30 enrollment fee in order to begin taking service under the Community Solar Rate Rider. Said enrollment fee shall be due and payable to City upon execution of this Agreement. If Customer elects to purchase additional community solar services once they have enrolled under this Agreement, no additional enrollment fee is due. If Customer takes service under the Community Solar Rate Rider for one (1) year, the City will refund the Customer's enrollment fee upon completion of said one (1) year period. If Customer takes service for a period of less than one (1) year, the enrollment fee will not be refunded.

SERVICES TO BE PROVIDED: City agrees to supply and deliver and Customer agrees to receive and pay for the services selected below:

- 1) Solar panel(s) at a fee of \$200.00 per panel.

Selection: number of panels: _____ at a total cost of: \$_____

By selecting this service, Customer agrees to pay the City a maintenance/transmittal fee of \$0.0277 per kWh for energy produced by the Customer’s panels at the Fremont Community Solar Farm #2 on the monthly bill for electric service provided by the City.

- 2) Solar Energy Share(s) @ 150 kWh per share per month.

Selection: Number of Solar Energy Share(s): _____ at a rate of \$0.060 per kWh.

By selecting this service, Customer agrees to pay the City a rate that will not exceed \$.060 per kWh for the selected number of Solar Energy Share(s) on the monthly bill for electric service provided by the City.

The effective date of service under this Agreement shall be the next full billing period after the in-service date for the Fremont Community Solar Farm #2.

ENVIRONMENTAL ATTRIBUTES: City shall not sell or transfer any environmental attributes (e.g., green tags, allowances and certificates) associated with Customer’s purchased solar panels or energy shares to anyone other than the Customer taking service under this Agreement.

TERMINATION OF AGREEMENT: This agreement may be terminated by either Party with notification to the other Party. The effective date of any such termination shall be the last day of the then-current billing period; provided, however, no termination shall become effective until all obligations on the part of the Parties under the Agreement are completed.

UNCONTROLLABLE FORCES: City has no duty to provide community solar service under the terms of the Community Solar Rate Rider and this Agreement and Customer has no duty to pay for this service for any billing period that the Fremont Community Solar Farm #2 is completely unable to generate electrical energy and supply it to the City because of damage to or destruction of community solar project facilities resulting from uncontrollable forces including, but not limited to, tornado, hail, wind, and other weather conditions; terrorist acts; acts of vandalism; fire or explosion; earthquake, flood, or other natural disaster.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the dates indicated below.

[CUSTOMER]

CITY OF FREMONT

By: _____

By: _____

Printed: _____

Title: Brian Newton, City Administrator

Business: _____

Date: _____

Title: _____

Date: _____

Attached: Community Solar Rate Rider

ORDINANCE NO. 5408

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ESTABLISHING AN ELECTRIC RATE RIDER FOR THE FREMONT COMMUNITY SOLAR FARM; DEFINING TERMS; PROVIDING WHEN THE RATE RIDER IS EFFECTIVE; AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, THAT:

SECTION I. RATE RIDER—COMMUNITY SOLAR SERVICE. The electric rate rider shall be applicable to residential, commercial, general power, and large power customers within the electric service territory limits of the City that sign a Community Solar Service Agreement.

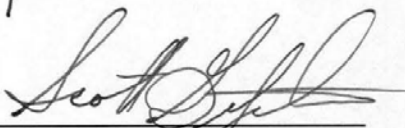
Charges/credits become effective in the first full billing period after the Community Solar Farm is put into service.

Solar Energy Share Charge: \$0.060 per kWh for customers that receive energy from solar energy shares
Maintenance Charge: \$0.0277 per kWh for customers that receive energy from purchased panels
Conventional Power Credit: -\$0.0544 per kWh for all customers receiving energy from the community solar farm (this credit will be adjusted annually to reflect the City's cost of conventional power.)

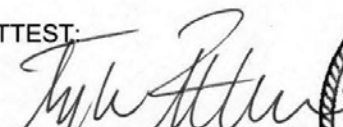
SECTION II. BILLING ERRORS. Notice of any billing error must be presented in writing to the Department of Utilities within six months of the error date in order for a correction to be made. Billing errors may be corrected retroactively for up to one year from the date of the correction.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. The ordinance shall be published in pamphlet form and be distributed as a City Ordinance.

PASSED AND APPROVED THIS 25th DAY OF July, 2017.


Scott Getzschman, Mayor

ATTEST:


Tyler Ficken, City Clerk

