

Account No. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

## CUSTOMER COMMUNITY SOLAR SERVICE AGREEMENT

THIS COMMUNITY SOLAR SERVICE AGREEMENT ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between City of Hastings, a political subdivision of the \_\_\_\_\_ State of Nebraska, hereinafter called "City", and \_\_\_\_\_, a retail electric customer of the City and who is currently purchasing electrical power from the City under the City's Retail Electric Rate Schedules, hereinafter called "Customer", WITNESSETH:

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

**TERM:** This Agreement shall be effective on the commercial operating date of the Hastings Community Solar Farm and shall continue for the life of the solar farm for a period of 30-years, whichever occurs first, subject to early termination as provided in this Agreement.

**RATE RIDER:** The City Community Solar Rate Rider found in Section 32-305 of the Hastings City Code is hereby made a part of this Agreement. The various defined terms in this Agreement and in Section 32-305, include but are not limited to terms of service, rates, billing and payment procedures. Section 32-305 defines the solar energy charge, the panel charge, and the panel maintenance charge; all of which are fixed costs for a period of 30-years. Section 32-305 also establishes the conventional power credit for all customers receiving energy from the community solar farm. The conventional power credit will be adjusted annually to reflect the City's cost of conventional power.

**REQUEST FOR SERVICE:** Customer shall then be eligible to participate in the Community Solar Service Rider program commencing with the first full billing period after Customer's execution of this Agreement. Service under City's Community Solar Rate Rider will not commence unless and until City receives this signed Agreement from Customer.

**CANCELLATION/TRANSFER OF SERVICE:** Customer may, upon written notice to and acceptance by the City:

- (1) Transfer their Solar Panel(s) to another Hastings Utilities' electrical Customer or entity for the remainder of the term of this Agreement, or
- (2) Transfer their Solar Share(s) in full to another Hastings Utilities' electrical Customer or entity for the remainder of the term of this Agreement.

Existing customer shall execute the Solar Cancellation/Transfer Form and the customer's transferee shall be required to execute a separate Customer Community Solar Service Agreement prior to the transfer being accepted by the City. In the event of Solar Cancellation, if the Customer has purchased solar panels, City may, in its sole discretion, repurchase the panels from the Customer at a rate established in Hastings City Code Section 32-305. The Customer shall surrender all right, title, and interest in and to this Agreement upon the cancellation/transfer of this Agreement. No transfer or assignment by Customer shall extend the term of this Agreement beyond the original term hereof as set forth above. If applicable, prorated costs will be calculated accordingly per billing cycle.

**TERMINATION OF AGREEMENT:** This Agreement may be terminated by either Party with written notification to the other Party. A Solar Cancellation Form must be completed and signed by the Customer. The effective date of any such termination shall be provided by the Customer or at the sole discretion of the City. If applicable, prorated costs will be calculated accordingly per billing cycle.

**ENROLLMENT FEE:** Customer shall pay a one-time \$50.00 enrollment fee payable at the time of submitting their application to participate in the Community Solar Rate Rider program. If Customer

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maintains service under the Community Solar Rate Rider program for a period of one (1) year after commencement of service thereunder, City shall refund the Customer's enrollment fee as a credit to their following month's utility bill. If Customer receives 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 Energy Share(s) @ 150 kWh per share per month.

Number of Solar Energy Shares: \_\_\_\_\_ at a rate of \$0.0301 per kWh. By selecting this service, Customer agrees to pay the City a rate that will not exceed \$0.0301 per kWh for the selected number of Solar Energy Share(s) on the Customer's monthly bill for electric service provided by the City.

2) Solar panel(s)\* at a fee of \$375.00 per panel, not including applicable sales tax.

Number of panels purchased: \_\_\_\_\_ at \$375.00/panel = \$ \_\_\_\_\_, not including applicable sales tax. By selecting this service, Customer agrees to pay the City a maintenance fee of \$0.0062 per kWh (plus applicable sales tax) for energy produced by the Customer's panels at the Hastings Community Solar Farm on the Customer's monthly bill for electric service provided by the City.

**EFFECTIVE DATE OF SERVICE:** The effective date of service under this Agreement shall be the next full billing period after the commercial operating date for the Hastings Community Solar Farm.

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

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

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed in duplicate individually or by their duly authorized officers or representatives as of the date first set forth above.

**[CUSTOMER CIRCLE RESIDENTIAL / BUSINESS]**

Customer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

City of Hastings Rec'd By (Initials):
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**\*IF SOLAR PANELS ARE PURCHASED, LIST THE SERIAL NUMBER(S) OF THE PANELS PURCHASED (ATTACH ADDITIONAL SHEETS AS NECESSARY).**

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