



#### Utilities

electric • stormwater • wastewater • water  
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PO Box 580  
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[fcgov.com/utilities](http://fcgov.com/utilities)

## Community Solar Program Enrollment and Continuing Participation Agreement September 2020

### Participating Customer Contact Information:

Jane Doe

1234 Fake Street

Fort Collins, CO 80525

Account Information for Community Solar credits: Premises# 12345

Jane Doe

1234 Fake Street

Fort Collins, CO 80525

Community Solar Array: Riverside Community Solar Array, 910 E. Mulberry Street, Fort Collins, CO

Effective Date of Agreement: December 31, 2020

Customer Support: 970-212-2900

### 1) Introduction.

This Enrollment and Continuing Participation Agreement, incorporating by reference the Riverside Community Solar Program Policies, (this "Agreement") is the agreement between you (also referred to as "your" or "Customer") and the City of Fort Collins, through the City's Utility Services department (referred to as "the Utility or "we" or "us" or "our") for continued operation of your Selected Solar Panels (as previously purchased from Clean Energy Collective, LLC or CEC Solar #1038, LLC; collectively "CEC"), and the subsequent transfer to the Utility of Solar Output from those panels in exchange for credit on your electric utility bill ("Bill Credits") through the City of Fort Collins Community Solar Program. For purposes of the Program, "Solar Output" shall refer to the total solar power generated by the Riverside Community Solar Array (the "Array"), and "Customer Output" shall refer to the proportionate share of Solar Output attributed to a customer.

The Program terms and conditions replace and supersede all prior agreements regarding your Selected Solar Panels, which prior agreements terminated as of the closing of the asset transfer transaction between the Utility and CEC on August 28, 2020 (the "Transfer Date").

Your rights and obligations under the Program shall be as reflected in the Program terms, conditions, and administrative rules, as described below.

### 2) Solar Energy Transfer.

As detailed below, the Utility currently offers a community solar program whereby customers subscribing to a community solar project can transfer project-generated electricity to the Utility in exchange for bill credits based on a codified net-metering community solar rate and operational terms,

# Community Solar Program Enrollment and Continuing Participation Agreement



conditions and administrative rules (the “Program”), as amended from time to time. You previously acquired specific solar photovoltaic panels (the "Selected Solar Panels") located in the Community Solar Array listed above, as detailed in **Appendix A. You acknowledge your enrollment in the Program qualifies as the transfer of beneficial use of generation from a Customer Portion of the facility, and that the interest you own is in the Selected Solar Panels, not in the Array in general.**

The actual generated electricity produced by the Selected Solar Panels is referred to herein as the “Solar Output.” During the Program Term, we will provide the services described herein. Your rights to locate the Selected Solar Panels within the Array end upon termination of the Program, as do our obligations in regard to the Selected Solar Panels. Voluntary termination of your participation in the Program is described below.

### 3) No Additional Purchases.

Participation in the Program does not involve additional purchase of panels or other interests in the Array. All amounts previously paid to purchase your interest in the Select Solar Panels have been retained by CEC/the selling customer.

### 4) Co-Location and Removal of Selected Solar Panels.

- a) *Co-Location.* As used for the Program, “Co-Locate” means connection of your Selected Solar Panels to the Array. Upon enrolling in the Program, you have the continuing right to have us Co-Locate the Selected Solar Panels at the Array, at the location(s) we designate, during the Program Term.
- b) You agree to accept the Array in its “as-is” condition. Likewise, you acknowledge and agree that you shall have no right to change, modify or add equipment to the Array. You may, however, subject to the terms and conditions of the Program, make arrangement for the removal of your Selected Solar Panels from the Array.

### 5) The Program.

- a) *Description.* The Program, is based on net-metering community solar rate schedules set forth in the Fort Collins City Code, and posted operational terms, conditions and administrative rules (collectively, “Program Policies”). You acknowledge and agree, your qualification for Program Bill Credits is subject to the Program Policies, as may be amended from time to time.
- b) *Program Policies.* The Program operational terms, conditions and administrative rules are posted and available at <http://fcgov.com/communitysolar> and are incorporated herein by this reference.

### 6) Change of Utility Service Location or Solar Panel Ownership.

Changes to Utility Service Location, solar panel ownership or processes for assignment of billing credits may be available, as defined in the Program Policies.

### 7) Other Termination of Utility Service.

In the event your utility service at the Utility Service Location terminates for any reason and you fail to comply with Program Policies related to a change of Utility Service Location or solar panel ownership, then as of the time of utility service termination, you will cease to receive Bill Credits or other Program benefits and your Program participation shall terminate 14 calendar days thereafter if not cured and amounts due paid in full.

### 8) Term.

## **Community Solar Program Enrollment and Continuing Participation Agreement**



The "Term" of the Program shall be as set forth in the Program Policies and City Code, unless the Program is terminated earlier or extended as provided below. If the Program continues or is extended beyond an initial period of 20 years, the Utility may extend the Program (an "extended Term") (i) for as long as the balance of the O&M Fund is sufficient to pay all costs associated with operations during such extended Term, in relation to our services or the Array in general, or (ii) until the City Council directs.

### **9) Termination.**

Your participation in the Program will end without liability to either party upon the termination of the Program, and as otherwise set forth in the Program Policies.

### **10) Choice of Laws.**

The Program will be governed by and construed in accordance with the laws of the State of Colorado.

### **11) Indemnification.**

See Program Policies for details on indemnification requirements applicable to third party claims and agreements.

### **12) Assignment.**

You may not assign any right, title or interest under the Program to any other person or entity. You may change the Utility Service Location, but any such change or transfer shall not operate as an assignment of your interest in the Program.

### **13) Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other agreement or understanding, written or oral.

### **14) No Partnership.**

Nothing contained in this Agreement or the Program will constitute either party hereto this as a joint venture, employee, or partner of the other, or render either party to this Agreement liable for any debts, obligations, acts, omissions, representations, or contracts of the other, including without limitation your obligations to the Utility for electric service.

[Signatures appear on following page]

# Community Solar Program Enrollment and Continuing Participation Agreement



By checking 'I Accept the Terms & Conditions' and entering a name below, the participating Customer/Owner (Applicant) acknowledges and agrees:

- I understand this is a sworn statement and making false, fictitious, or fraudulent representation in this application is punishable under criminal laws.
- I certify that all the Applicant information contained within this application is true and factual.
- As the signatory, I further affirm I am the customer and/or property owner at the project premises described in this application and have the authority to submit this application in relation to the terms and conditions listed above and as referenced elsewhere."

I accept the terms and conditions of this agreement:

I affirm that I am familiar with net metering rates and credits:

## PARTICIPATING CUSTOMER:

Jane Doe

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Electric Account Number: 123456-12345

## Contact information for Participant:

1234 Fake Street

Fort Collins, CO 80525

Telephone: 970-XXX-YYYY

Email: fake.email@fakemail.com

**OPTIONAL: Check the box below and complete Appendix B only if you wish to assign your Community Solar Credits to an electric account other than the account specified above.**

Participating Customer also identifies a DESIGNATED BENEFICIARY to receive all Program bill credits, as set forth in Appendix B, attached hereto and incorporated by this reference.

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## Appendix A

### Customer and Array Information for Participating Customer

Customer Name(s): Jane Doe  
Customer's Location: 1234 Fake Street  
Fort Collins, CO 80525

Capacity controlled by Customer:	XYZ panels	XYZ Watts
Customer Portion:		XYZ %
Current monthly O&M Fund contribution from Customer bill credits:		9.38%
Array Name:		Riverside Community Solar Array
Array Location:		910 E. Mulberry Street Fort Collins, CO
Date of Array Commercial Operation:		July 7, 2015
Effective Date of Customer Portion inclusion in Program:		December 31, 2020

# Community Solar Program Enrollment and Continuing Participation Agreement



## Appendix B Beneficiary Designation

YOU SHOULD ONLY COMPLETE THIS PAGE IF YOU INTEND TO ASSIGN 100% OF YOUR BILL CREDITS UNDER THE PROGRAM TO ANOTHER FORT COLLINS UTILITIES ELECTRIC CUSTOMER.

### OWNER CUSTOMER INFORMATION:

Customer name: [Participant::Full Name]

Electric Account Number: [Participant::Customer Account#]

I hereby designate the customer named below as beneficiary of the Bill Credits and other benefits associated with the Customer Portion and Customer Output, under this Agreement and the Riverside Community Solar Array Program and revoke any previous beneficiary designation. The Utility Service Location under this Agreement shall be amended to correspond to the address where such designated beneficiary receives utility services from Fort Collins Utilities.

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

### BENEFICIARY CUSTOMER INFORMATION: (Please print clearly)

Customer name: \_\_\_\_\_

Utilities Account number (last 5 digits only): \_\_\_\_\_

If a business, Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Service or Mailing Address: \_\_\_\_\_

City, State, ZIP Code: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_