

# Vermont Electric Cooperative Co-op Community Solar Terms and Conditions

## 1. Community Solar Program

VEC offers to make available sponsorships of generation panels at one of its Co-op Community Solar Projects located in its service territory (the “Solar Project”). The Solar Project is owned, operated, maintained, and insured by VEC’s partners, and VEC has rights to all the output from the Solar Project.

## 2. Eligible Participants

The program is entirely voluntary and is open to all VEC members; however, VEC reserves the right to limit participation based on availability of Solar Project panels.

## 3. Commitments and Obligations

A participant may elect either a 10 or 20-year sponsorship with an upfront payment based on the number of panels sponsored. VEC will provide a fixed monthly solar energy credit determined by the sponsorship period (10 or 20 years) and the number of panels sponsored. VEC will make available, at the participant’s option, financing through a third party finance company.

Residential, small commercial, and public participants may sponsor sufficient panels to provide solar energy credits equal to the participant’s annual bill charges; larger commercial and industrial participants may sponsor up to 67 panels for the 10-year program and up to 60 panels for the 20-year program, OR sufficient panels to provide solar energy credits equal to the participant’s annual bill charges, whichever is smaller.

## 4. Environmental Attributes

A participant’s share of the environmental attributes acquired by VEC from the Solar Project shall be retained and retired by VEC and used to meet VEC’s renewable distributed energy requirements under Act 56. .

“Environmental attributes” means any and all rights, credits, benefits, emissions reductions, offsets, and allowances resulting from the environmental or renewable characteristics or attributes of the Solar Project or the avoidance of the emission of any gas, chemical, or other substance to the air, soil, or water, which are deemed of value by VEC, in each case now or hereafter created or recognized by any governmental authority or independent certification association or entity generally recognized in the electric power generation industry and generated by or associated with the Solar Project. Environmental attributes include Renewable Energy Certificates (RECs).

## 5. Solar Energy Credit

VEC shall calculate the participant’s monthly meter account billing in the same manner that it normally does absent participation in the Co-op Community Solar Program. Once the bill is calculated, VEC will apply the solar energy credit to any and all charges on the participant’s bill, including customer charges, energy charges, energy efficiency charges, and street light charges, EXCEPT that the solar energy credit shall not be used to pay a participant’s third-party loan payment.

If netting the credit against the participant’s VEC charges does not use the entire credit, the remaining balance of the credit shall appear on the participant’s bill for succeeding billing periods and shall be applied against VEC’s charges during those periods. Unused credits will accumulate until such time as they are used. The participant will not receive a payment for any excess solar energy credit.

**6. Term and Early Termination**

This agreement shall be effective on the date of the first bill to the participant after receipt by VEC of (1) signed Terms and Conditions and (2) the participant’s sponsorship payment. It will continue for a period of 10 or 20 years, depending on the participant’s chosen contract length.

A participant can choose to terminate this agreement early for any reason, by providing written notification at least 30 days in advance of the desired end date. VEC will process the request for termination within 30 days. VEC will compensate the participant for the remaining value of sponsorship payment, in accordance with the terms outlined as follows:

10-Year Sponsorship

Opt Out Year	% of Initial Payment
1	86.94%
2	74.67%
3	63.16%
4	52.35%
5	42.19%
6	32.66%
7	23.71%
8	15.30%
9	7.41%
10	0.00%

20-Year Sponsorship

Opt Out Year	% of Initial Payment
1	91.48%
2	83.48%
3	75.96%
4	68.91%
5	62.28%
6	56.06%
7	50.22%
8	44.74%
9	39.59%
10	34.76%
11	30.22%
12	25.95%
13	21.95%
14	18.19%
15	14.66%
16	11.35%
17	8.24%
18	5.32%
19	2.58%
20	0.00%

**7. Transfer of Solar Energy Credits**

The participant may transfer future solar energy credits to another VEC member, provided that the transfer does not result in the transferee exceeding the maximum sponsorship provided in section three above. The participant must submit a Request to Transfer form noting the name and account number of the member they would like to transfer their credits to. VEC will process the request for transfer within 30 days.

**8. Surrender of Sponsorship**

In the event that a participant ceases to take electric service from VEC and does not transfer their solar credit or provide notice of early termination, then the sponsorships purchased under this agreement shall be deemed surrendered to VEC on the 180<sup>th</sup> day from the last day that the participant took electric service from VEC.

**9. Additional Agreements.** The parties further acknowledge and agree that:

9.1 The participant will not have access to the Solar Project without VEC permission. Participant has no ownership, possession right, or control of the Solar Project and will have no obligations with respect to the maintenance or operation of the Solar Project. This agreement does not convey to the participant any right, title, interest in or to any portion of any property (tangible or intangible, real or personal) underlying or compromising any portion of the Solar Project.

9.2 The participant is not relying on any representation, warranty, or promise with respect to VEC's Co-op Community Solar program or the Solar Project made by or on behalf of VEC, except to the extent specifically stated in this agreement.

9.3 Nothing in this agreement shall be deemed to alter or modify any rate, charge, term, or condition of the electric service provided by VEC or to modify in any way the participant's rights and obligations as a member of VEC. All of VEC's rates, charges, terms, and conditions of electric service shall remain subject to change in accordance with applicable law and tariffs at any time.

**10. Sponsorship Level and Term**

**Term of sponsorship (10 or 20 years):** \_\_\_\_\_

**Number of panels sponsored:** \_\_\_\_\_

**Upfront payment:** \_\_\_\_\_

**Guaranteed monthly credit:** \_\_\_\_\_

**11. Execution**

**Member Name:** \_\_\_\_\_

**Account #:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

***Please send the signed document to: Vermont Electric Cooperative, 42 Wescom Rd, Johnson VT 05656.***