

RIVER FALLS MUNICIPAL UTILITIES COMMUNITY SOLAR PARTICIPANT AGREEMENT

UTILITY OFFICE USE ONLY

ACCT NO. _____

This Community Solar Participant Agreement (“Agreement”) is made and entered into as of _____, (“Effective Date”), by and between River Falls Municipal Utilities (“Utility”) and the utility customer at the service address identified as follows (“Participating Customer”) (Utility and Participating Customer collectively referred to as “the Parties”):

Customer Name: _____

Customer Email Address: _____

Service Address: _____

Phone Number: _____

	Number of Panels		Total
Customer Subscription kW:		x 0.315 kW/panel	kW
Customer Subscription Fee:		x \$_____/panel	\$

Participating Customer elects as follows (see Section 4 below for details; **initial only one line below**):

_____ Participating Customer elects not to purchase the Environmental Attributes associated with Participating Customer’s subscription share of the Project. The Environmental Attributes will remain the property of WPPI.

_____ Participating Customer elects to purchase the Environmental Attributes associated with Participating Customer’s subscription share of the Project. Utility will cause those Environmental Attributes to be retired by WPPI.

1. Community Solar Participation. Pursuant to its Voluntary Community Solar Pilot Tariff (“Tariff”), Utility agrees to provide to Participating Customer on its utility bill for the service address listed above (the “Service Address”), production-related credits (“PRCs”) allocated (as provided in Section 3 below) from the electric production (alternating current) of Utility Community Solar Project I with an expected nameplate capacity of 254.2 kW located in the Utility’s service territory at 801 Chapman Drive, River Falls, Wisconsin (“Project”).

2. Consideration. As consideration for Participating Customer’s right to receive PRCs pursuant to this Agreement, Participating Customer has paid to Utility the sum of \$567 per panel (“Customer Subscription Fee”) upon execution of this Agreement. In the event the Project does not reach commercial operation, Participating Customer will be refunded the entire Customer Subscription Fee.

3. PRC Allocation. Commencing with commercial operation of the Project, Utility will calculate and Participating Customer will receive a monthly PRC credit on the Utility bill for the Service Address, determined in the manner and at the Rate provided in the Tariff.

4. Project Output and Environmental Attributes. Participating Customer acknowledges that the Project is owned or contracted for by Utility’s wholesale provider, WPPI Energy (“WPPI”) and that the Project capacity and energy produced remain the property of WPPI. Under the terms of the Tariff, Participating Customer may make a one-time choice to (1) purchase the Environmental Attributes associated with Participating Customer’s subscription share of the Project, in which case Utility shall cause those Environmental Attributes to be retired by WPPI on behalf of Participating Customer, or (2) have WPPI retain such Environmental Attributes. Participating Customer’s choice regarding disposition of Environmental Attributes will affect the Rate (provided

in the Tariff) used to calculate Participating Customer’s PRC credit. The term “Environmental Attributes” means any direct or indirect economic, regulatory or other legal benefit derived from ownership or production of energy produced using renewable resources (including, without limitation, solar energy), and includes emissions credits and any other environmentally related or derived benefits, such as emission reductions, credits or allowances resulting from the replacement of an emitting resource with a non-emitting resource that are, or in the future may be, recognized by any governmental authority or private party, and that are attributable to the production of renewable energy from the Project.

5. **Additional Agreements.** The Parties further acknowledge and agree that:

- 5.1 **Utility Service.** Participating Customer acknowledges that nothing in this Agreement will be deemed to alter or modify any rate, charge, term or condition of the electric service provided by Utility to Participating Customer or to modify Participating Customer’s rights and obligations as a customer of Utility. All of Utility’s rates, charges, terms and conditions of electric service will remain subject to change in accordance with applicable law at any time.
- 5.2 **Tax Benefits.** Participating Customer acknowledges that they have no right to and do not expect to receive any tax benefits which might be created by construction or operation of the Project.
- 5.3 **Disclaimers and Warranties.** Participating Customer recognizes that not all Project production risk factors are within Utility’s or WPPI’s control. ALL WARRANTIES RELATING TO THE PROJECT, ITS EQUIPMENT, PERFORMANCE, AND OUTPUT OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY, ARE HEREBY DISCLAIMED.
- 5.4 **Project Availability.** Utility will use commercially reasonable efforts to ensure that WPPI causes the Project to be operated and maintained in a manner consistent with prudent utility practice. Because Participating Customer is

receiving PRCs based on actual electric energy production from the Project, Participating Customer acknowledges that interruption of Utility’s provision of PRCs due to events beyond the commercially reasonable control of the Utility or WPPI is not a breach of Utility’s obligations under this Agreement.

- 5.5 **Information.** Utility has provided Participating Customer with information regarding the Project, Participating Customer acknowledges receipt of that information and confirms that Utility has offered Participating Customer an opportunity to ask questions about the Project and Utility has responded to those questions.
- 5.6 **Entire Agreement.** This Agreement (with references to the Tariff) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, whether oral or written, negotiations, representations, commitments, writings and all other communications between the Parties. Subject to then-applicable provisions of the Tariff, this Agreement may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties.
- 5.7 **Assignment and Transfer.** Participating Customer will not assign their interest in PRCs or this Agreement without the consent of Utility, and subject to the transfer provisions provided in the Tariff.
- 5.8 **Governing Law.** This Agreement will be deemed to have been made in, and construed under, Wisconsin law, without regard to the principles of conflicts of laws thereof. The Parties acknowledge and agree that a court of competent jurisdiction located in Dane County, Wisconsin will have exclusive jurisdiction in an action or proceeding arising under or relating to this Agreement.
- 6. **Term.** This Agreement will be effective as of the Effective Date listed above, and will continue for a period ending 20 years after the date of first commercial operation of the Project, determined by WPPI, unless terminated earlier in accordance with the Tariff.

RIVER FALLS MUNICIPAL UTILITIES:

BY: _____
 NAME: _____
 TITLE: _____

PARTICIPATING CUSTOMER:

BY: _____
 NAME: _____
 TITLE: _____



 A WPPI Energy community

At River Falls Municipal Utilities, we believe affordable public power strengthens our community and helps our neighbors. That’s why, through WPPI Energy, we’re partnering with other local not-for-profit utilities to share resources and lower costs.

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