



COMMUNITY SOLAR PROGRAM

**PARTICIPATION APPLICATION & AGREEMENT**

Welcome to Seattle City Light's Community Solar Program ("**Program**"). By completing this Application ("**Application**"), you have an opportunity to participate in and facilitate the success of the Program and you agree to be bound by the Program Terms and Conditions (collectively the "**Agreement**"). This Application is specifically for participation in the Program's solar installation located at Seattle's Jefferson Park ("**Facility**").

***Please complete pages 1 and 2, sign, and mail the Application along with check or credit card information to:***

**Seattle City Light  
Attn: Community Solar Program Manager  
PO Box 34023  
MS 901-487  
Seattle, WA 98124-4023**

**Applicant Information (Print):**

Name \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_  
*(for Program updates including confirmation of Program acceptance)*

Service Address \_\_\_\_\_

City \_\_\_\_\_, Washington Zip \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Seattle City Light Account Number *(to which the Annual Electric Bill Credits are to be applied)*

\_\_\_\_\_

**Applicant Acknowledgements, Authorizations and Warranties**

Applicant expressly acknowledges, agrees to, authorizes, understands and warrants as follows:

- Enrollment is on a first-come, first-served basis and is limited to 500 solar units. Submittal of Application does NOT guarantee participation in the Program. A notice will be posted on the Program website at [www.seattle.gov/light/commsolar](http://www.seattle.gov/light/commsolar) when the Program is fully subscribed. In the event an Application is received after the Program has reached its capacity of 500 solar units, customers submitting such Applications will be notified. Those submitting check payments will receive a refund within 4-6 weeks of check deposit; those submitting credit card information will not be charged and credit card information will be securely destroyed.
- Applicant meets the eligibility requirements contained in Section 2 of the Terms and Conditions.
- Applicant has full power and authority to sign this Agreement.
- Applicant has not relied upon any information or advice from Seattle City Light as to whether or not the Enrollment Fee will be eligible for any tax credits or any other benefits including, but not limited to any tax credits, incentives, or benefits available from the State of Washington or any other governmental agency. Applicant understands that any questions or concerns about available tax credits, tax benefits, tax liability, and/or incentives should be raised with tax or legal advisers or the appropriate governmental agencies.
- Applicant will receive confirmation of enrollment in the Program via e-mail within 5 business days of receipt of Application.
- Applicant has received a complete copy of the TERMS and CONDITIONS of SEATTLE CITY LIGHT'S COMMUNITY SOLAR PROGRAM.
- Applicant has read, accepts and agrees to be bound by ALL TERMS and CONDITIONS of the SEATTLE CITY LIGHT COMMUNITY SOLAR PROGRAM.

Applicant Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**Requested Number of Solar Units and Enrollment Fee (Maximum: 2 Solar Units):**

\_\_\_\_\_ Solar Unit(s) @ \$600 each = Total Enrollment Fee \$ \_\_\_\_\_

**Payment Method**

[ ] Check payable to Seattle City Light (enclose with Participation Application & Agreement)

[ ] Credit Card: Type of card \_\_\_\_\_

Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

# SEATTLE CITY LIGHT COMMUNITY SOLAR PROGRAM

## TERMS AND CONDITIONS

### Section 1. Definitions

- 1.1 “**Account**” means a Seattle City Light customer electric service account associated with a Service Address, metered service and Seattle City Light Account number.
- 1.2 “**Annual Electric Bill Credit**” means the monetary credit received by a Participant based on their enrollment in the Program. The total value of the Annual Electric Bill Credit shall be the sum of the value of the Energy Credits and the value, if any, of the Production Incentive Credits as explained in Section 5 and Section 6.
- 1.3 “**Electric Bill**” means a bill from Seattle City Light for electric service that is metered and billed for the Seattle City Light Account number specified on the Application or a successor Account number determined in accordance with the terms of this Agreement.
- 1.4 “**Electrical Output**” shall have the meaning set forth in Section 6.5.
- 1.5 “**Energy Credits**” shall have the meaning set forth in Section 6.3.
- 1.6 “**Enrollment Fee**” means the fee specified in Section 3 of this Agreement.
- 1.7 “**Facility**” means the solar photovoltaic electricity generating facility being developed by Seattle City Light at Jefferson Park in Seattle, WA with a gross installed nameplate capacity of approximately 24 kilowatts.
- 1.8 “**Force Majeure**” means any act of God, labor disturbance, act of the public enemy, war, act of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond Seattle City Light’s control. A Force Majeure event does not include an act of negligence or intentional wrongdoing.
- 1.9 “**Investment Cost Recovery Incentive Rate**” means the monetary rate for electricity production provided by the State of Washington’s Renewable Energy System Cost Recovery program as codified in Revised Code of Washington Sections 82.16.110-140. The Investment Cost Recovery Rate shall be determined and may be made available by the State of Washington as explained herein. Pursuant to RCW 82.16.110-140, the State of Washington plans to offer an Investment Cost Recovery Incentive to participants in certain solar projects including Utility-owned Community Solar Project(s) as defined in RCW 82.16.110(2)(a)(ii). While Seattle City Light has every reason to believe that these production incentives will be granted by the State of Washington to any eligible Participant, SEATTLE CITY LIGHT MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, THAT THE INVESTMENT COST RECOVERY INCENTIVE WILL BE AVAILABLE OR AT WHAT LEVEL IT SHALL BE SET.
- 1.10 “**Participant**” means the person specified as the Applicant on the Application and who has received notification of acceptance into the Program, or a successor Participant designated in accordance with Section 7.
- 1.11 “**Participant’s Pro Rata Share**” shall have the meaning set forth in Section 6.4.
- 1.12 “**Production Incentive Credits**” shall have the meaning set forth in Section 6.3.
- 1.13 “**Program**” means the Community Solar Program operated by Seattle City Light.
- 1.14 “**Seattle City Light**” means The City of Seattle, by and through its City Light Department.

- 1.15 **"Service Address"** means the real property located at the address specified on the Application, or a successor Service Address specified in accordance with the terms of this Agreement.
- 1.16 **"Solar Unit"** means the energy output from 1/500<sup>th</sup> of the Facility. For a Facility with a total energy output of 24 kilowatts, one solar unit would be 48 watts.
- 1.17 **"Term"** means the period, not to exceed June 30, 2020, during which, in the reasonable determination of Seattle City Light, the Facility can continue to operate, through the use of commercially reasonable efforts but without the necessity of significant additional capital expenditures, based upon projected costs, economics and other factors determined by Seattle City Light to be relevant at that time.

## Section 2. **Eligibility**

Only metered residential, government, and commercial electric service Accounts in good standing associated with Service Addresses located within Seattle City Light's service territory will be permitted to enroll in the Program or to remain enrolled in the Program. Non-metered and lighting accounts are not allowed to participate in the Program.

## Section 3. **Enrollment Fee**

Applicant agrees to pay an Enrollment Fee of Six Hundred Dollars (\$600.00) per Solar Unit selected by Applicant and approved by Seattle City Light.

## Section 4. **Term**

Participation in the Program shall be effective upon confirmation of enrollment by Seattle City Light on the date shown in the confirmation notice, which shall be e-mailed to the Participant and will continue for a period through June 30, 2020, subject to early termination as described in Section 7. Termination of the Program shall be in Seattle City Light's sole discretion and may be made for any reason. SEATTLE CITY LIGHT ANTICIPATES, BUT DOES NOT GUARANTEE that the Term of the Program will extend through June 30, 2020.

## Section 5. **Annual Electric Bill Credit**

In consideration of the Enrollment Fee paid by the Participant, and subject to all the terms and conditions set forth herein, Participant shall receive an Annual Electric Bill Credit on Participant's Seattle City Light Account based on the value of Energy Credits and Production Incentive Credits generated by the Solar Unit(s) paid for by the Participant as part of the Program. The Participant shall receive an Annual Electric Bill Credit for each year during the Term.

- 5.1 The Annual Electric Bill Credit shall be shown in dollars on the Participant's Electric Bill once annually through the Term as discussed herein.
- 5.2 To the extent the Annual Electric Bill Credit exceeds the metered Participant's Electric Bill for the billing period issued, the unapplied amount of the Annual Electric Bill Credit will be carried forward to the Participant's next Electric Bill until it has been fully utilized. Participant may request a check from City Light at any time for net credit on his/her Electric Bill, provided that Participant is current in all payments to Seattle City Light, and provided that Participant's Account is in good standing with Seattle City Light.

## Section 6. **Calculation of the Annual Electric Bill Credit**

The Annual Electric Bill Credit shall be the sum of the value of the Energy Credits and the value, if any, of the Production Incentive Credits to which the Participant is entitled. The value of the Energy Credits and, the value, if any, of the Production Incentive Credits that the Participant is entitled to shall be calculated as follows:

- 6.1 The value of the Energy Credits shall be determined by multiplying the number of Energy Credits a Participant is entitled to by Seattle City Light's Community Solar Rate. The Community Solar Rate shall be set by ordinance and will be equal to the Small General Service Rate for the City of Seattle as determined from time to time in the tariffs of Seattle City Light.
- 6.2 The value of the Production Incentive Credits shall be determined by multiplying the number of Production Incentive Credits a Participant is entitled to by the Investment Cost Recovery Incentive Rate.
- 6.3 Energy Credits and Production Incentive Credits are the number of kilowatt-hours generated by the Participant's Pro-Rata Share of the Facility. The number of Energy Credits a Participant is entitled to shall be determined by multiplying the Electrical Output of the Facility by the Participant's Pro-Rata Share of the Facility. Similarly, the number of Production Incentive Credits a Participant is entitled to shall be determined by multiplying the Electrical Output of the Facility by the Participant's Pro-Rata Share of the Facility.
- 6.4 The Participant's Pro-Rata Share of the Facility shall be equal to the ratio of (i) the number of Solar Units for which the Participant has enrolled to (ii) the total of 500 Solar Units in the Facility.
- 6.5 The Electrical Output of the Facility shall be based upon the actual electrical output of the Facility in kilowatt-hours, as measured by Seattle City Light based on meters installed for that purpose and read each year from July to June during the Term of the Program. Seattle City Light will maintain and operate the Facility according to reasonable commercial practices. Scheduled maintenance outages or unscheduled or emergency outages of any part of the Facility or the Seattle City Light's electric distribution system, and any events of Force Majeure, may decrease or eliminate the Electrical Output for a period of time. Seattle City Light makes no guarantee of the Electrical Output from the Facility.

**Section 7. Transfer of Solar Unit(s)**

Except as provided in this Section 7, the Electric Bill Credits described in Section 5 and Section 6 and all other benefits associated with Participant's Solar Unit(s) shall be applied throughout the Term to the Participant's electric Account at the Seattle City Light account number and Service Address specified on the Application.

- 7.1 If Participant terminates the Seattle City Light Account to which Annual Electric Bill Credits have been assigned, all prospective rights and benefits associated with Participant's Solar Units shall revert to Seattle City Light, unless Participant notifies Seattle City Light within sixty (60) days of such termination with a request to transfer the Solar Units to:
  - 7.1.1 the same Participant at a new Seattle City Light Account; OR
  - 7.1.2 a successor Participant with a distinct Seattle City Light Account that meets eligibility requirements specified in Section 2. The successor Participant will receive all prospective rights and benefits associated with the assigned Solar Unit(s), with the exception that they cannot transfer the Solar Unit(s) to subsequent successor Participants.
- 7.2 Only ONE (1) transfer pursuant to Section 7.1.2 may be made during the Term of the Program. If successor Participant terminates his/her Seattle City Light electric Account subsequent to any transfer made pursuant to Section 7.1.2, the Solar Unit(s) will be retained by Seattle City Light or reassigned to an eligible Seattle City Light electric Account chosen at the sole discretion of Seattle City Light with no refund made to either original Participant or the successor Participant.

**Section 8. No Pledge of Solar Unit(s)**

Participant may NOT pledge the Solar Unit(s) as security for repayment of any purchase money loan

utilized to obtain all or part of the Enrollment Fee or any other loan. Except as expressly provided in this Agreement, Participant may not assign, gift, bequeath or otherwise transfer any Solar Unit(s) to any other individual or entity.

#### **Section 9. Participant Ownership of Environmental Attributes**

- 9.1 Seattle City Light grants ownership of environmental attributes of any kind that may be associated with the Participant's Solar Unit(s) to the Participant.
- 9.2 Participant may not certify or transfer any environmental attributes generated by the Facility and Participant releases and shall defend, indemnify and hold harmless City Light, its successors and assigns, and the respective directors, officers, elected officials, employees and agents of City Light and its successors and assigns from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with any attempt to certify or transfer such environmental attributes.

#### **Section 10. Disclaimer of Warranties**

Participant acknowledges that, except to the extent specifically stated herein, Seattle City Light has NOT made any representation, warranty or promise with respect to any aspect of the performance, condition, value, risks or likelihood of success of the Program or the Solar Units(s) enrolled to herein. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE SOLAR UNIT(S) ENROLLED IN BY THE PARTICIPANT ARE MADE AVAILABLE AS IS, WHERE IS, AND WITHOUT WARRANTY. ANY WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE.

#### **Section 11. No Effect on Electric Rates and Tariffs**

Nothing in this Agreement shall be deemed to alter or modify any rate, charge or condition of service (including any policies, fees, charges or assessments) established from time to time by Seattle City Light for electric service. All such rates and charges shall remain subject to change at any time. Participant acknowledges and agrees that the Account to which the Annual Electric Bill Credits associated with the Participant's Solar Unit(s) shall be applied, shall reflect those rates and charges established or changed from time to time by Seattle City Light. Enrollment in the Program shall not give Participant any increased or augmented right to contest or otherwise affect the determination of any rates or charges by Seattle City Light for electric services.

#### **Section 12. Ownership of the Facility**

Seattle City Light will have sole ownership, possession and control of the Facility, and will have the exclusive right to maintain and operate such Facility. Enrollment in the Program does not and shall not be construed to convey any right, title or interest in or to any portion of any property (tangible or intangible, real or personal) underlying or comprising any portion of the Facility or its associated equipment or improvements, or any equipment of Seattle City Light.

#### **Section 13. Access to Solar Equipment at the Facility**

Participant will not have access to the solar electricity generating, interconnection, metering, data acquisition or other related solar equipment at the Facility for any purpose, unless otherwise agreed to in writing in advance by Seattle City Light. Such access may be withheld or granted in Seattle City Light's sole discretion.

#### **Section 14. No Refund of Enrollment Fee**

Participant may not require Seattle City Light to refund the Enrollment Fee. However, Seattle City Light may decide to refund the Enrollment Fee or some portion thereof, in Seattle City Light's sole discretion, if the Facility is terminated before the end of the anticipated Term. Termination of the Program shall be in Seattle City Light's sole discretion and may be made for any reason. If Seattle City Light decides to

terminate the Program or terminate a Participant's enrollment in the Program for any reason, any refund of the Enrollment Fee shall be no greater than the original Enrollment Fee less ten percent (10%) of the Enrollment Fee for each year, or part thereof, that the Participant was enrolled in the Program. At the end of 10 years, the refund shall be \$0 unless Seattle City Light determines otherwise in its sole discretion. Within the first 90 days of enrollment, Seattle City Light may also refund the entire Enrollment Fee and end the Participant's participation in the Program if it determines that it is unable to enroll the Participant in the Program for any reason. Seattle City Light may terminate a Participant's enrollment in the Program at any time if Seattle City Light determines the Participant no longer meets the eligibility requirements contained in Section 2.

#### **Section 15. Notice**

Except for Seattle City Light confirmation of enrollment to Applicants by e-mail, all notices, requests, consents, and other communications under this Agreement will be in writing to the mailing address for each party stated on the first page of this Agreement.

#### **Section 16. Binding Effect**

This Agreement shall bind and inure to the benefit of the Participant and Seattle City Light and their permitted successors and assigns.

#### **Section 17. No Third Party Beneficiaries**

This Agreement is intended solely for the benefit of the Participant and Seattle City Light. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person or business entity not a party to this Agreement.

#### **Section 18. No Waiver**

Neither the Participant's, nor Seattle City Light's failure to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter or any other matter. If a party at any time waives its rights with respect to a default under this Agreement or any other matters arising in connection with this Agreement, the waiver shall not be effective unless it is set forth in a written notice signed by the waiving party. A waiver with respect to one default or matter shall not be a waiver of any other default or matter.

#### **Section 19. Governing Law/Jurisdiction/Venue**

This Agreement shall be deemed to have been made in, and shall be construed under, the internal laws of the State of Washington, without regard to the principles of conflicts of laws thereof. The parties acknowledge and agree that a court of competent jurisdiction located in King County, Washington shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.

#### **Section 20. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. 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.