



Environmental Advisory Committee

4:00 p.m., Thursday, May 11, 2023

Council Chambers

1207 Palm Boulevard, Isle of Palms, SC 29451

Agenda

1. **Call to order** and acknowledgment that the press and the public have been duly notified of the meeting in accordance with the Freedom of Information Act
2. **Approval of previous meeting's minutes** – April 13, 2023
3. **Citizen's Comments**
4. **Presentations-**
 - PFAS
Fran W. Marshall, J.D., M.S.P.H.
Director of Environmental Public Health, DHEC
 - Sandra Snyder
Emerging Contaminants Specialist, DHEC
 - Glass recycling pilot program
Elizabeth Fisher, Fisher Recycling
5. **Old Business**
 - i. Water Quality- discussion of 2023 goals of subcommittee
 - ii. Climate Action- discussion of past and possible future solar initiatives
 - iii. Wildlife
 - iv. Litter- update on Smart Recycling and Fill-A-Bag program
6. **New Business** - update on Sea Level Rise Adaptation RFP
7. **Miscellaneous Business** - Next meeting date: 4:00 p.m., Thursday, June 8, 2023
8. **Adjournment**



ENVIRONMENTAL ADVISORY COMMITTEE

4:00pm, Thursday, April 13, 2023

1207 Palm Boulevard, Isle of Palms, SC

and broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to order

Present: Deb Faires, Linda Plunkett, Mary Pringle, Sandra Brotherton, Belvin Olasov, Council Member Bogosian

Absent: Doug Hatler, Jonathan Knoche, Jordan Burrell

Staff Present: Director Kerr, Zoning Administrator Simms, PR Coordinator Mikell-Yudchenko

2. Approval of previous meeting's minutes

MOTION: Dr. Plunkett made a motion to approve the minutes of the March 9, 2023 meeting, and Ms. Pringle seconded the motion. The minutes passed unanimously.

3. Citizens' Comments -- none

4. Old Business

A. Water Quality

Dr. Brotherton noted that Mr. Hatler was not present to review the goals of the Water Quality subcommittee.

Director Kerr reported that they are in discussions with Charleston Waterkeepers to do water quality testing for the City. The Water Quality subcommittee is also speaking with DHEC and the monitoring they are doing. Dr. Knoche can speak to those conversations next month.

Director Kerr also shared the City's Adopt-a-Drain initiative that will be rolled out at the May 16 Disaster Expo. He believes the program will bring awareness to the need to keep the drainage ditches clear. Those who adopt a drain can either keep the drain clear of debris or report to the City when clearing is needed. He said there will be about 100 drains up for adoption.

Dr. Plunkett suggested using the promotion of the Adopt-a-Drain program as an opportunity to suggest residents become more active in keeping their neighborhoods free of litter.

Director Kerr said PR Coordinator Mikell-Yudchenko will work on how to get the word out to the public about the program.

B. Climate Action

Mr. Olasov said that the Town of James Island has debuted solar panels on City Hall and its new cultural center. He would like to see the IOP City Council consider such an option for its public buildings. He said he could have one of James Island's Council members come speak to the committee about their solar panels, the cost, and who installed them.

Director Kerr said the City did look into the placement of solar panels 10-15 years ago. Rather than place solar panels on the buildings, the City opted to pay for panels in professionally managed solar farm in a less hurricane-prone area that would have offset the cost of solar panels. He will look to see if the City may still be receiving a credit on its electrical bills.

Mr. Olasov also shared the Town of Mt. Pleasant has adopted a Low Impact Development ordinance that incentivizes green building practices. He will share the ordinance with Committee members. He would like to speak with experts about the workings of such an ordinance and how it could be implemented in a smaller municipality.

C. Wildlife

Director Kerr reported that approximately 53 turtle signs have been put up at beach accesses across the island.

Ms. Pringle reported that she and Ms. Faires attended the Coyote seminar at the Recreation Center and found it to be very informative.

D. Litter

Director Kerr said he hopes to have Elizabeth Fisher of Fisher Recycling at the May meeting for a mid-year update. He also reported that there will be a food composting workshop at the Recreation Center on April 25 at 5pm. He anticipates they will need to host another workshop as this one will only allow 50 people to attend.

Dr. Brotherton said she received an email from Susan Smith who suggested the Committee look into the Fill-A-Bag program as an additional way of encouraging litter collection on the beach. After some discussion, Director Kerr will speak to the Public Works Committee and the Wild Dunes Community Association about the possibility of adding these stations at 5th, 25th, 42nd, and 53rd avenues as well as Breach Inlet and the new 34A Beach Access. The City would be responsible for station maintenance and replacing the buckets as needed while the program would pay for the installation of the stations.

Ms. Smith also suggested putting covered beach trash cans on the beach. Director Kerr stated that the equipment used by the company who empties the beach trash cans prevents them from having covered trash cans on the beach. He will look into the matter and report back to the Committee.

Dr. Brotherton asked if there was any interest in the installation of more cigarette butt cannisters, suggesting locations near the marina store or restaurant might be a good place for another

cannister. Director Kerr said that the current cannisters are well utilized, but it would be up to the marina lease holders to decide if they would like them near their establishments.

5. Miscellaneous Business

A. Discuss takeaways from the Beach Advocates Conference

Ms. Pringle said that most of the Committee members attended the Beach Advocates meeting and shared some of her observations from the meeting. Dr. Plunkett said she was struck by the number of legislative officials who were in attendance at the meeting. She also noted the collaborative nature of the meeting with attendees very willing to share what was working in their communities.

B. Update on Sea Level Rise Adaptation Plan RFP

Director Kerr said the RFP for this plan is out and due at the end of next week. The Planning Commission will grade the plans and interview the candidates before giving their recommendation to City Council. He said it may be necessary to spend more money than is budgeted to get a plan of substance. The City is speaking with the Sea Grant Consortium about their willingness to partner with the City on the Plan.

C. Discussion with PR Coordinator Chondra Mikell-Yudchenko

PR Coordinator Mikell-Yudchenko said the Committee can give her topics they would like to see put out to the community and she will develop plans to disperse that information. Mr. Olasov said information needs to go out about the food composting session and the Adopt-a-Drain program.

6. Adjournment

The next meeting of the Environmental Advisory Committee will be Thursday, May 11, 2023 at 4pm.

Dr. Plunkett made a motion to adjourn, and Mr. Olasov seconded the motion. The meeting was adjourned at 5:16pm.

Respectfully submitted,

Nicole DeNeane
City Clerk

Douglas Kerr

From: Belvin Olasov <belvinolasov@gmail.com>
Sent: Friday, April 14, 2023 2:04 PM
To: Douglas Kerr
Subject: [EXTERNAL] Fwd: EXTERNAL: Facilitating solar installations at IOP
Attachments: TOJI SOLAR.pdf

[EXTERNAL]

----- Forwarded message -----

From: Milliken, Garrett W <MillikenG@cofc.edu>
Date: Fri, Apr 14, 2023, 2:02 PM
Subject: Re: EXTERNAL: Facilitating solar installations at IOP
To: Belvin Olasov <belvinolasov@gmail.com>

Hi Belvin,

I am real happy to hear that IOP is considering solar for its municipal buildings. I have attached a copy of the information we received from Alder Energy for the work they did installing solar panels on Town hall and (as of yesterday!) our James Island Arts & Cultural Center. We did incur additional charges from Dominion Energy related to the tie-in of our facilities with "their" grid. I believe these charges were an unreasonable \$15,000...You may wish to contact Benny from Alder as he is an excellent ambassador for solar. Let me know what transpires with this!

Keep up the great work!

Gary

From: Belvin Olasov <belvinolasov@gmail.com>
Sent: Friday, April 14, 2023 11:52 AM
To: Milliken, Garrett W <MillikenG@cofc.edu>; Douglas Kerr <dkerr@iop.net>
Subject: EXTERNAL: Facilitating solar installations at IOP

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Gary,

I serve on the Isle of Palms Environmental Advisory Committee, and last night I proposed that IOP put solar panels on its municipal buildings, following James Island's example. I was wondering if you'd be willing to share some information with Douglas (Deputy City Administrator) on the specifics of the process -- the cost and calculated savings, what solar company y'all worked with, etc. That way we can make a specific and persuasive proposal to Council and follow JI in solar leadership!

Best,
Belvin



Prepared For
James Island Town Hall
843-795-4141
akellahan@jamesislandsc.us

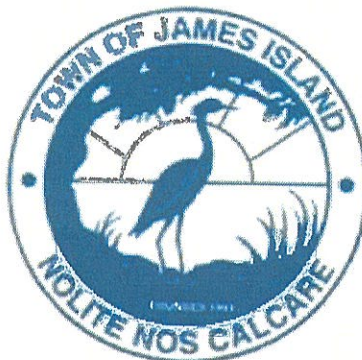
Town Hall

Prepared By
Benny Mosiman
(843) 410-4663
benny.mosiman@alder-energy.com

1/25/2022



The goal of AES is to be the best-in-class solar provider, serving commercial, industrial, and utility-scale markets.. Fully staffed with the quality-minded professionals required to execute the proposed project, AES has in-house design, installation, and service capability as well as an excellent bench of engineering and service professionals that can be utilized as needed



84 1c
65 00k
149

Design Layout



2.1.1 PV System Details

General Information

Facility: Town Hall
Address: 1122 Dills Bluff Rd Charleston SC 29412

Solar PV Equipment Description

Solar (73) Hanwha Q Cells Q.PEAK DUO BLK ML-G10.a+
Panels: 400
Inverters: (2) SolarEdge SE14.4KUS (2021)

Solar PV Equipment Typical Lifespan

Solar Panels: Greater than 30 Years
Inverters: 12 Years

Solar PV System Cost and Incentives

Solar PV System Cost \$84,758

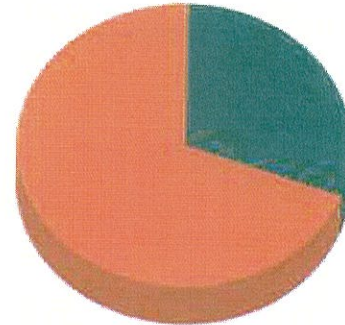
Net Solar PV System Cost \$84,758

Solar PV System Details

System Size: 29.2 kW-DC
Efficiency: 1,196 kWh/kW-DC
Cost per Watt: \$2.90

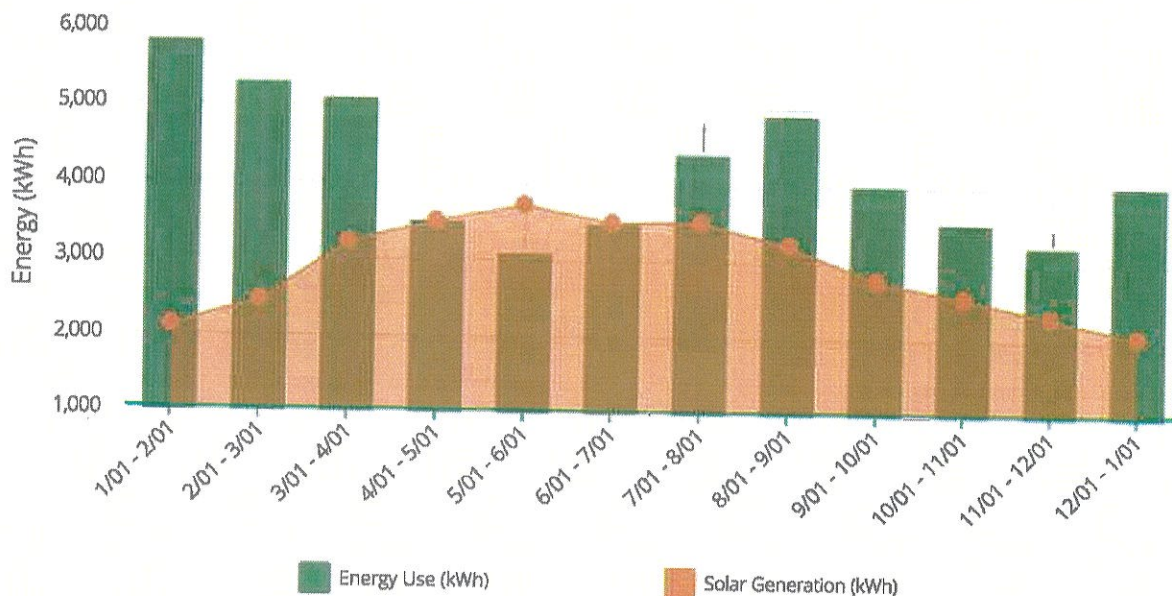
Energy Consumption Mix

Annual Energy Use: 50,276 kWh



Utility 15,339 kWh (30.51%)
Solar PV 34,937 kWh (69.49%)

Monthly Energy Use vs Solar Generation



2.1.2 Utility Rates

You have the option to remain on your current rate schedule (3) or switch to an alternative rate schedule (16). The rates for each are shown below and your estimated electric bills are shown on the following page for each rate schedule.

Customer Charges					Energy Charges				
Season	Charge Type	Rate Type	3	16	Season	Charge Type	Rate Type	3	16
S	Flat Rate	per billing period	\$24.87	\$31.80	S	Flat Rate	Import	\$0.09657	-
W	Flat Rate	per billing period	\$24.87	\$31.80	W	Flat Rate	Import	\$0.09657	-
					S	Import	On Peak T < 1,000 kWh		\$0.2146
					S	Import	On Peak T > 1,000 kWh		\$0.2146
					S	Import	Off Peak T < 1,000 kWh		\$0.08732
					S	Import	Off Peak T > 1,000 kWh		\$0.09199
					W	Import	On Peak T < 1,000 kWh	-	\$0.16365
					W	Import	On Peak T > 1,000 kWh	-	\$0.16365
					W	Import	Off Peak T < 1,000 kWh	-	\$0.08732
					W	Import	Off Peak T > 1,000 kWh	-	\$0.09199

2.1.3 Current Electric Bill

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

Rate Schedule: SCE&G - 3

Time Periods	Energy Use (kWh)		Charges	
Bill Ranges & Seasons	Total	Other	Energy	Total
1/1/2021 - 2/1/2021 W	5,825	\$25	\$563	\$587
2/1/2021 - 3/1/2021 W	5,278	\$25	\$510	\$535
3/1/2021 - 4/1/2021 W	5,085	\$25	\$491	\$516
4/1/2021 - 5/1/2021 W	3,495	\$25	\$338	\$362
5/1/2021 - 6/1/2021 W	3,079	\$25	\$297	\$322
6/1/2021 - 7/1/2021 S	3,473	\$25	\$335	\$360
7/1/2021 - 8/1/2021 S	4,391	\$25	\$424	\$449
8/1/2021 - 9/1/2021 S	4,909	\$25	\$474	\$499
9/1/2021 - 10/1/2021 S	3,983	\$25	\$385	\$410
10/1/2021 - 11/1/2021 W	3,515	\$25	\$339	\$364
11/1/2021 - 12/1/2021 W	3,220	\$25	\$311	\$336
12/1/2021 - 1/1/2022 W	4,023	\$25	\$389	\$413
Total	50,276	\$298	\$4,855	\$5,154

2.1.4 New Electric Bill

Rate Schedule Option 1: SCE&G - 3

Time Periods Bill Ranges & Seasons	Energy Use (kWh)		Charges	
	Total	Other	Energy	Total
1/1/2021 - 2/1/2021 W	3,719	\$25	\$410	\$435
2/1/2021 - 3/1/2021 W	2,828	\$25	\$339	\$364
3/1/2021 - 4/1/2021 W	1,863	\$25	\$282	\$307
4/1/2021 - 5/1/2021 W	-15	\$25	\$166	\$191
5/1/2021 - 6/1/2021 W	-639	\$25	\$124	\$149
6/1/2021 - 7/1/2021 S	-31	\$25	\$139	\$164
7/1/2021 - 8/1/2021 S	869	\$25	\$194	\$219
8/1/2021 - 9/1/2021 S	1,688	\$25	\$252	\$277
9/1/2021 - 10/1/2021 S	1,211	\$25	\$210	\$234
10/1/2021 - 11/1/2021 W	963	\$25	\$206	\$231
11/1/2021 - 12/1/2021 W	914	\$25	\$189	\$214
12/1/2021 - 1/1/2022 W	1,969	\$25	\$271	\$296
Total	15,339	\$298	\$2,783	\$3,081

New Rate Schedule Option 2: SCE&G - 16

Time Periods Bill Ranges & Seasons	Energy Use (kWh)			Charges	
	On Peak	Off Peak	Other	Energy	Total
1/1/2021 - 2/1/2021 W	1,625	2,094	\$32	\$454	\$486
2/1/2021 - 3/1/2021 W	1,363	1,465	\$32	\$353	\$385
3/1/2021 - 4/1/2021 W	1,048	815	\$32	\$243	\$274
4/1/2021 - 5/1/2021 W	513	-529	\$32	\$38	\$70
5/1/2021 - 6/1/2021 W	248	-888	\$32	\$37	\$5
6/1/2021 - 7/1/2021 S	445	-476	\$32	\$54	\$86
7/1/2021 - 8/1/2021 S	801	68	\$32	\$178	\$210
8/1/2021 - 9/1/2021 S	1,055	633	\$32	\$282	\$313
9/1/2021 - 10/1/2021 S	850	360	\$32	\$214	\$246
10/1/2021 - 11/1/2021 W	735	227	\$32	\$140	\$172
11/1/2021 - 12/1/2021 W	596	318	\$32	\$125	\$157
12/1/2021 - 1/1/2022 W	1,079	890	\$32	\$254	\$286
Total	10,358	4,977	\$382	\$2,298	\$2,679

Yearly Savings \$2,474

30 Year Savings \$107,903

Levelized Cost of Electricity \$0.141/kWh



alderenergy SYSTEMS



Prepared For
James Island Cultural Center
843-795-4141
Mjohnson@jamesislandsc.us

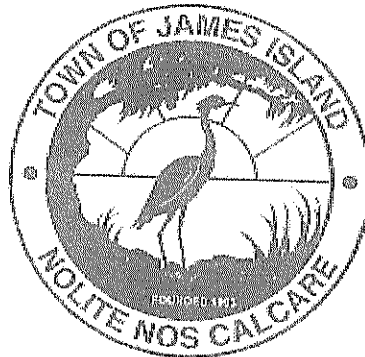
Cultural Center--Consume All

Prepared By
Benny Mosiman
(843) 410-4663
benny.mosiman@alder-energy.com

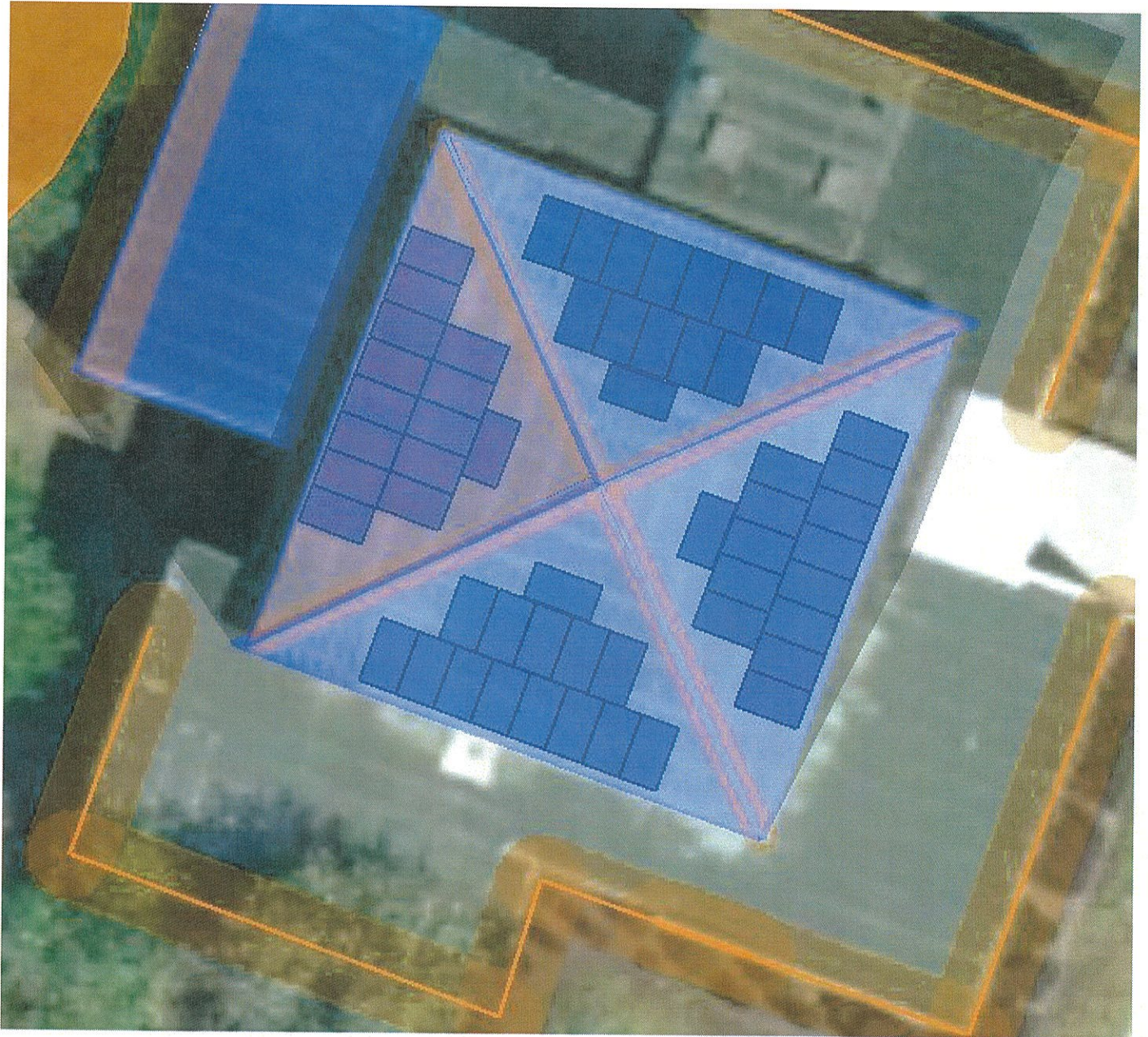
2/8/2022



The goal of AES is to be the best-in-class solar provider, serving commercial, industrial, and utility-scale markets.. Fully staffed with the quality-minded professionals required to execute the proposed project, AES has in-house design, installation, and service capability as well as an excellent bench of engineering and service professionals that can be utilized as needed



Design Layout



2.1.1 PV System Details

General Information

Facility: Meter #1

Address: 1248 Camp Rd Charleston SC 29412

Solar PV Equipment Description

Solar (56) Hanwha Q Cells Q.PEAK DUO BLK ML-G10.a+

Panels: 400

Inverters: (1) SolarEdge SE17K

Solar PV Equipment Typical Lifespan

Solar Panels: Greater than 30 Years

Inverters: 12 Years

Solar PV System Cost and Incentives

Solar PV System Cost \$65,627

Net Solar PV System Cost \$65,627

Solar PV System Details

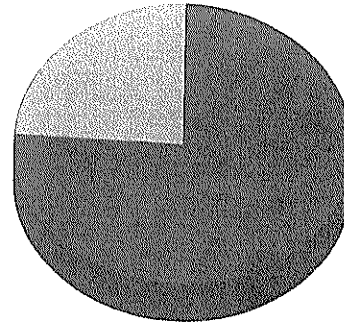
System Size: 22.4 kW-DC

Efficiency: 1,322 kWh/kW-DC

Cost per Watt: \$2.93

Energy Consumption Mix

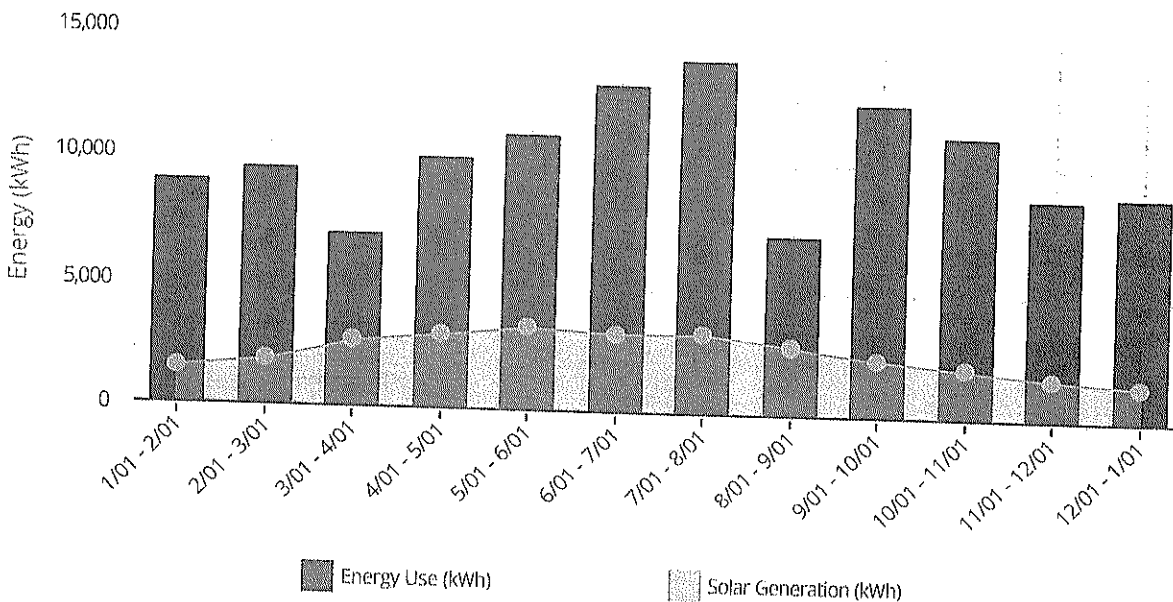
Annual Energy Use: 122,100 kWh



Utility 92,496 kWh (75.75%)

Solar PV 29,604 kWh (24.25%)

Monthly Energy Use vs Solar Generation



2.1.2 Utility Rates

The table below shows the rates associated with your current utility rate schedule (3). Your estimated electric bills after solar are shown on the following page.

Customer Charges				Energy Charges			
Season	Charge Type	Rate Type	3	Season	Charge Type	Rate Type	3
S	Flat Rate	per billing period	\$24.87	S	Flat Rate	Import	\$0.09657
W	Flat Rate	per billing period	\$24.87	W	Flat Rate	Import	\$0.09657

2.1.3 Current Electric Bill

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

Rate Schedule: SCE&G - 3

Time Periods	Energy Use (kWh)		Charges	
Bill Ranges & Seasons	Total	Other	Energy	Total
1/1/2021 - 2/1/2021 W	9,000	\$25	\$869	\$894
2/1/2021 - 3/1/2021 W	9,500	\$25	\$917	\$942
3/1/2021 - 4/1/2021 W	7,000	\$25	\$676	\$701
4/1/2021 - 5/1/2021 W	10,000	\$25	\$966	\$991
5/1/2021 - 6/1/2021 W	11,000	\$25	\$1,062	\$1,087
6/1/2021 - 7/1/2021 S	13,000	\$25	\$1,255	\$1,280
7/1/2021 - 8/1/2021 S	14,000	\$25	\$1,352	\$1,377
8/1/2021 - 9/1/2021 S	7,180	\$25	\$693	\$718
9/1/2021 - 10/1/2021 S	12,400	\$25	\$1,197	\$1,222
10/1/2021 - 11/1/2021 W	11,200	\$25	\$1,082	\$1,106
11/1/2021 - 12/1/2021 W	8,820	\$25	\$852	\$877
12/1/2021 - 1/1/2022 W	9,000	\$25	\$869	\$894
Total	122,100	\$298	\$11,791	\$12,090

2.1.4 New Electric Bill

Rate Schedule: SCE&G - 3

Time Periods	Energy Use (kWh)	Charges		
Bill Ranges & Seasons	Total	Other	Energy	Total
1/1/2021 - 2/1/2021 W	7,408	\$25	\$730	\$755
2/1/2021 - 3/1/2021 W	7,577	\$25	\$748	\$773
3/1/2021 - 4/1/2021 W	4,282	\$25	\$441	\$466
4/1/2021 - 5/1/2021 W	6,970	\$25	\$706	\$731
5/1/2021 - 6/1/2021 W	7,600	\$25	\$776	\$801
6/1/2021 - 7/1/2021 S	9,792	\$25	\$965	\$990
7/1/2021 - 8/1/2021 S	10,752	\$25	\$1,057	\$1,082
8/1/2021 - 9/1/2021 S	4,352	\$25	\$463	\$488
9/1/2021 - 10/1/2021 S	10,022	\$25	\$977	\$1,002
10/1/2021 - 11/1/2021 W	9,152	\$25	\$904	\$929
11/1/2021 - 12/1/2021 W	7,102	\$25	\$706	\$731
12/1/2021 - 1/1/2022 W	7,487	\$25	\$739	\$764
Total	92,496	\$298	\$9,213	\$9,511

Yearly Savings \$2,579

30 Year Savings \$112,444

Levelized Cost of Electricity \$0.141/kWh

City properties to achieve the goal. He also noted that the money was coming from Hospitality Taxes, and he asked that Council not minimize the goal and objective set.

The Mayor reminded Council that the money will not be spent if it is not necessary.

Councilmember Ward stated that he likes to go back several years to compare budgets; when he looked at the FY11-12 budget, Property Tax revenue was four point two million dollars (\$4,200,000) and, in the FY18 budget, it is projected to be four point three million dollars (\$4,300,000). At the same time, tourism revenue has gone up and up. He also said that Parking Revenue has experienced a huge increase, and he thanked Councilmember Kinghorn for pushing the issue of assuming control of the parking lots and automating them.

A copy of the proposed FY18 budget is attached to the historical record of the meeting.

6. New Business

A. Consideration of participation in the Clean Energy Collective/SCE&G Community Solar

From the information on the program included in meeting packets, the Mayor explained that SCE&G is putting together three (3) solar farms inland in the state of about twenty (20) megawatts in total; they have developed the Community Solar Program that is being offered to churches, municipalities and schools. Through this program, the City could participate in a renewable energy source with nothing on a roof or property and receive a reduction in the utility rate by signing on and paying an annual subscription fee of approximately two thousand dollars (\$2,000). The agreement between the City and SCE&G would be for twenty years (20 yrs.) and the City would get a reduction of one cent (\$.01) per kilowatt hour for its consumption of electricity, a reduction of approximately nine percent (9%). The projected savings in Year One would be thirteen thousand eight dollars (\$13,008); in Mayor Cronin's opinion, the only down side would be, if the City used less electricity, the credit would be lower while the subscription fee would stay the same. At this time, SCE&G has subscribers for thirty percent (30%) of the output in only two (2) weeks of solicitation. The City could sign up for a reservation today and would have ninety (90) days to confirm the decision.

MOTION: Mayor Cronin moved for the City to sign up for a reservation in SCE&G's Community Solar Program; Councilmember Ward seconded.

The Mayor reported that the legal agreement has been sent to the City Attorney for review.

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the "**Agreement**") is entered into as of August 29, 2017 (the "**Effective Date**") and is by and between Nimitz Solar, LLC, a Colorado limited liability company (the "**Company**"), and the City of Isle of Palms, S.C., a South Carolina municipal corporation (the "**Customer**"). In this Agreement, Company and Customer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Company is in the business of financing, developing, owning, operating and maintaining solar electric generation facilities.

WHEREAS, Customer is a municipal customer of South Carolina Electric & Gas Company (the "**Utility**") provided electric service under Utility's Rate 3, Municipal Power Service serving the address set forth in Appendix A (the "**Utility Service Location**"), and desires to participate in the SCE&G Distributed Energy Resource Program currently offered by the Utility pursuant to Utility's Rider to Retail Rates – Community Solar, pursuant to the terms of the Renewable Generator Credit Rate Agreement executed July 26, 2016 (the "**Program**"), as may be amended from time-to-time.

WHEREAS, Company has constructed or intends to construct an eligible energy resource facility as that term is defined in the Program at the location set forth in Appendix A (the "**Facility**"). Company will interconnect the Facility with the Utility pursuant to the terms of such Renewable Generator Credit Rate Agreement, generator interconnection agreement, any applicable tariff, or other agreements required to be executed with Utility (collectively, the "**Interconnection and Credit Agreements**" or "**ICA**") pursuant to which Company or its Affiliate will deliver power generated at the Facility to Utility, and Utility will provide credits on the bills for certain customers for power generated by the Facility ("**Bill Credits**"), as set forth in the ICA and the Program and as directed by Company or its Affiliate.

WHEREAS, Customer wishes to subscribe to a portion of the electric generating capacity of the Facility during the Term of this Agreement in order to receive Bill Credits from the Utility (the "**Solar Interest**").

WHEREAS, Customer wishes to appoint Company as Customer's sole and exclusive agent, with authority to exchange information with the Utility with respect to Customer's account for electric service at the Utility Service Location, to effectuate the terms of this Agreement, the ICA and the Program.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, representations, warranties, covenants, conditions herein contained, and the appendices attached hereto, Company and Customer agree as follows:

1 DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article

1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

“Affiliate” means any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or partnered with, or is under common control with the person or entity specified.

“Applicable Legal Requirements” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Facility, as well as the Bill Credits distributed pursuant to the Program.

“Commercial Operations Date” means the date on which the Facility (i) generates electric energy on a commercial basis, and (ii) the interconnection to the local electrical distribution system has been authorized and is functioning with the Utility. Such date shall be specified by Company either in Appendix A to this Agreement, or by a separate notice provided to Customer pursuant to Section 2 of this Agreement.

“Confidential Information” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is clearly marked, or designated, if oral, as “confidential” by such Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclosed pursuant to any applicable law, rule or regulation requiring such disclosure, or as compelled by legal process including pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority, provided that, where allowable by law, notice to the disclosing Party is provided before compliance with such requirement and (f) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party. Confidential Information does not include information regarding the size, technology and location of the Facility, the Customer’s Allocation or Capacity, the Commercial Operations Date, or the Term of the Agreement.

“Customer’s Allocation” means the Customer’s Capacity expressed in a percentage of the total nameplate capacity of the Facility. The Customer’s Allocation in this Agreement is set forth in Appendix A.

“Customer’s Capacity” means the amount of capacity Customer subscribed to under this Agreement expressed in terms of kW rounded to the nearest full panel. Customer’s Capacity is set forth in Appendix A.

“Customer’s Solar Output” means the Facility Solar Output multiplied by the Customer’s Allocation.

“Environmental Attributes” means any credit, benefit, reduction, offset, financial incentive, and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Facility, its production capacity and/or electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy credits or renewable energy certificates (each referred to as ***“RECs”***) or any similar certificates or credits under the laws of any jurisdiction, including but not limited to Solar RECs, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Facility, its production capacity and/or electricity generation. For the avoidance of doubt, the term Environmental Attributes does not include Bill Credits as defined pursuant to this Agreement.

“Estimated Initial Annual Customer’s Solar Output” means the Customer’s Solar Output estimated to occur during the 12-month period following the Commercial Operations Date.

“Facility Meter” means a revenue-grade meter maintained by the Utility at the Facility and used to measure the electricity delivered by the Facility to such meter.

“Facility Solar Output” means the total amount of electricity generated by the Facility and delivered to the Utility at the interconnection point from the Commercial Operations Date until the end of the Term, expressed in terms of kWh on a monthly or other basis.

“Fair Market Value” means the value of the Selected Solar Panels at the time the Purchase Option is exercised, in place and in continued use, which would be obtained in an arm’s length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase), taking into account the future revenue stream over the remaining useful life of the Selected Solar Panels, assuming that the Selected Solar Panels are in good condition, as determined by the Parties.

“Force Majeure” or ***“Force Majeure Event”*** means any event or circumstance not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God, hurricanes or tornados, fires, epidemics, landslides, earthquakes, floods, other natural catastrophes,

strikes, lock outs or other industrial disturbances. A Party may not assert an event of Force Majeure to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Notwithstanding the contrary, economic hardship or unavailability of funds shall not constitute a Force Majeure Event of either Party, and any such discretionary acts, failures to act or orders of any kind by Customer may not be asserted as an event of Force Majeure by Customer.

"Governmental Authority" means (i) any federal, state or local government, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, (ii) any independent system operator, or regional transmission owner or operator, and (iii) any transmission or distribution entity providing net metering, distribution or transmission services to the Facility, including the Utility.

"kWh" means kilowatt hour AC.

"kW" means kilowatt DC.

"Lender" means the entity or person(s) providing financing to Company in connection with the Facility.

"Ownership Agreement" means the agreement, in a form provided by Company, that Company and Customer will enter into upon Customer's execution of Customer's Purchase Option under Section 7 of this Agreement.

"Replacement Customer" means a customer of the Utility that is eligible to participate in the Program and is acceptable to Company in Company's sole discretion that takes over Customer's Capacity.

"Tax Incentives" means any tax credits, incentives or depreciation allowances established under any federal or state law, including without limitation investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated, bonus or other depreciation.

2 TERM

2.1 **Term.** The Term of this Agreement (the "**Term**") shall be the Initial Term plus any Extended Term, unless earlier terminated in accordance with this Agreement, in which case the Term shall expire on the effective date of such termination.

2.2 **Initial Term.** The Initial Term of this Agreement shall commence on the Effective Date and extend for twenty (20) years following the Commercial Operations Date stated on Appendix A (the "**Initial Term**"). If the Commercial Operations Date is not known by the Effective Date of this Agreement, the Company will provide the Customer with

notice of the Commercial Operations Date once known. Appendix A will be updated after the Commercial Operations Date with the Commercial Operations Date, the Facility's total nameplate capacity, Customer's Allocation and the Estimated Initial Annual Customer's Solar Output. Such updated Appendix A shall be added to this Agreement without the need for additional consent or signature of the Parties.

- 2.3 Extended Term. In the event that the term of the ICA and Program is in effect beyond twenty (20) years after the Commercial Operations Date, this Agreement shall automatically extend for another fifteen (15) years; any such extension shall be referred to under this Agreement as an "*Extended Term*". This Agreement will be amended to reflect changes to the terms and conditions for the Extended Term. Customer may terminate this Agreement within thirty (30) days of Company providing Customer the amended terms without any Early Termination Fee.

3 CUSTOMER'S SUBSCRIPTION

- 3.1 Capacity. Commencing on the Commercial Operations Date and continuing throughout the remainder of the Term, Customer agrees to subscribe to the Customer's Capacity of 71.552 kW.
- 3.2 Determination of Solar Output. Customer acknowledges the measurement of Facility Solar Output shall be based upon readings at the Facility Meter.
- 3.3 Receipt of Bill Credits. Customer's eligibility to receive Bill Credits on Customer's Utility bills for the Utility Service Location is based on Customer's Solar Output and is according to the terms and conditions of this Agreement and the Program. Bill Credits are calculated pursuant to the Program. Bill Credits are applied solely by the Utility. Calculation of Customer's portion of Bill Credits to be applied on Customer's Utility bill shall be determined as shown in Appendix B. It is intended that Bill Credits conform to the limitations set forth in Appendix C.
- 3.4 Title; Environmental Attributes and Tax Incentives Excluded. Subject to Section 7, Customer shall not be entitled to any ownership interest in, and as between Customer and Company, Company shall have title to, the Facility and all solar panels. Customer acknowledges and agrees that Customer's Solar Interest does not include any Environmental Attributes or Tax Incentives associated with the Facility, and Customer agrees that Customer will not claim the Environmental Attributes or Tax Incentives associated with the Facility.
- 3.5 Payment to Utility. Pursuant to the requirements and restrictions of the Program, Customer's Utility bill shall reflect the applicable Bill Credits as determined in accordance with Appendix B. Customer shall pay Customer's Utility bill on a timely basis in accordance with the Utility's general terms and conditions.
- 3.6 Subscription Fee. Customer shall pay a monthly fee to the Utility in the amount of \$0.20 per kW of Customer's Capacity for participation in the Program throughout the Term of this Agreement (the "*Subscription Fee*"). Such Subscription Fee will be included on the Customer's Utility bill. Customer shall pay such Subscription Fee in accordance with Utility's Rider to Retail Rates – Community Solar.

- 3.7 Taxes. Customer shall be responsible for any applicable sales, use, import, excise, value added, or other taxes or levies (other than Company's income taxes) associated with this Agreement.

4 ACKNOWLEDGEMENTS REGARDING THE PROGRAM

- 4.1 Program Limitations. The Program imposes a limit on the total Customer's Capacity Customer may have (listed as the Program Limit in Appendix C). Customer agrees that Company is not obligated to request, and that the Utility is not obligated to make, any payment or Bill Credits to the extent Customer's Capacity exceeds those limitations. Furthermore, Company may decrease Customer's Capacity if such Customer's Capacity exceeds the Program limitations set forth in Appendix C. Customer acknowledges that the limitations set forth in Appendix C are derived from the Program, and that this Agreement will be deemed automatically amended to incorporate any changes to corresponding provisions in the Program.
- 4.2 Program Requirements. To participate in the Program and to be eligible for the Utility to post Bill Credits to Customer's Utility account based upon Customer's Solar Output, Customer must (i) be and remain a customer of the Utility for electric service throughout the Term of this Agreement, (ii) assist in designating Customer's Utility account to which the Utility can post Bill Credits (which shall be at the Utility Service Location shown in Appendix A unless changed pursuant to Section 6 below), and (iii) be and remain in compliance with all requirements of this Agreement, the Program and the Utility throughout the Term of this Agreement.
- 4.3 Calculation of Bill Credits. Bill Credits are calculated pursuant to the Program, and are in accordance with Utility's Rider to Retail Rates – Community Solar. Customer acknowledges and agrees that Company's sole obligation regarding payments to Customer is to request and use commercially reasonable efforts to require Utility to deliver Bill Credits. The duration, terms and conditions of the Program, including the rate used to determine Bill Credits, are subject to the sole and exclusive control of Utility, and Company has not made any representations or warranties with respect to the expected duration of the Program or the amounts to be provided by Utility as Bill Credits.

5 APPOINTMENT OF COMPANY AS CUSTOMER'S AGENT

- 5.1 Interaction with Utility. Bill Credit information includes, but is not limited to the Customer's name, address, the Customer's Utility Service Location, the Utility account numbers associated with the Utility Service Location, the nameplate capacity of the Selected Solar Panels, and the Customer's Solar Output (collectively the "**Bill Credit Information**"). Company agrees to be, and Customer hereby appoints Company, as Customer's exclusive representative for submitting Bill Credit Information to the Utility, with full power and authority to supply to the Utility such information as may be required by the Utility under the Program. This authorization does not restrict Customer from communicating with, instructing or directing the Utility with respect to

other matters pertaining to electric service at the Utility Service Location, or asking the Utility questions regarding Customer's participation in the Program. In addition, Customer hereby authorizes the Utility to release to the Company the consumption and other account information of Customer to help the Company to carry out the terms of this Agreement and the Program, and agrees to execute any documents that either the Company or the Utility may request to permit the release of such information.

6 CHANGE OF CUSTOMER LOCATION; CAPACITY OPTIONS

6.1 Change in Location.

6.1.1 Advance Notice. Customer agrees to provide Company with ninety (90) days advance notice of any change which may cause Customer to not be the Utility's customer at the Utility Service Location.

6.1.2 New Location Within Utility Service Territory. Customer agrees that if Customer shall cease to be Utility's customer at the Utility Service Location and within thirty (30) days thereof moves to a new location within the service territory of Utility, that Customer will take all steps and provide all information required by Utility under the Program to substitute Customer's new service location as the Utility Service Location under this Agreement, and this Agreement shall continue in effect. Customer acknowledges that if the Utility Service Location or any new service location exceeds the Program Limit set forth in Appendix C or otherwise does not comply with the Utility's requirements, Customer's ability to participate in the Program may cease or be limited in accordance with Program requirements.

6.1.3 Other Termination of Utility Service. If Customer ceases to be a Utility customer for electric service at the Utility Service Location and does not comply with Section 6.1.2, Customer may terminate this Agreement in accordance with Section 10.4.

6.2 Increase in Capacity. At any time during the Term of this Agreement, Customer may request an increase in Customer's Capacity at Customer's Utility Service Location, and provided that Company has adequate solar array capacity available and Customer meets Utility and Program requirements, Company will increase Customer's Capacity upon verification by the Utility following the receipt of Customer's request, which may take up to ninety (90) days after request. Any increase in Customer's Capacity at Customer's Utility Service Location will be subject to limits imposed by the Program and as identified in Appendix C hereto.

6.3 Decrease in Capacity. At any time during the Term of this Agreement, Customer may request a decrease in Customer's Capacity at Customer's Utility Service Location. Customer will be charged a downsize fee in the amount of \$50.00 per kW of decrease in Customer's Capacity (the "***Downsize Fee***"), to be paid to Company within thirty (30) days after such request. Within thirty (30) days of Company's receipt of (i)

Customer's written request for a decrease and (ii) payment of the Downsize Fee, Company will take the necessary steps to reduce Customer's Capacity and provide Customer with electronic notice of the new capacity and projected date for its commencement, which may be up to ninety (90) days after the submission of Customer's request. Furthermore, a Downsize Fee will be charged to Customer, if Company decreases Customer's Capacity to keep Customer in compliance with the Program Limitations. No Downsize Fee shall be assessed at the time of decreasing Customer's Capacity in accordance with this Section, on any portion of Customer's Capacity for which Customer has found a Replacement Customer. All Parties to this Agreement agree and acknowledge that the Company will have suffered damages on account of the decreasing capacity and that, in view of the difficulty in ascertaining the amount of such damages, the Downsize Fee constitutes reasonable compensation and liquidated damages to compensate the Company on account thereof.

7 PURCHASE OPTION

- 7.1 Panel Purchase Option. Customer has subscribed to an interest in Customer's Capacity in the Facility. Provided this Agreement has not been terminated, Customer may also, if Customer chooses, elect to purchase the physical solar panels in the Facility proportionate to Customer's Capacity (the "***Selected Solar Panels***"), at such time and upon the terms and conditions set forth herein (the "***Purchase Option***").
- 7.2 Exercise of Panel Purchase Option. Customer may purchase the Selected Solar Panels from Company on an AS IS BASIS for the Purchase Price set forth in Section 7.4, plus any applicable taxes, within sixty (60) days of any of the following dates: (i) six (6) years after the Commercial Operations Date (the "***First Option Period***"), (ii) eleven (11) years after the Commercial Operations Date (the "***Second Option Period***"), (iii) sixteen (16) years after the Commercial Operations Date (the "***Third Option Period***"), or (iv) twenty (20) years after the Commercial Operations Date (the "***Fourth Option Period***"), (the "***Exercise Date***"), so long as Customer is not in default of this Agreement and this Agreement has not been terminated. Customer must give Company at least thirty (30) days, but no more than ninety (90) days, prior written notice of its election to exercise this option to purchase (the "***Purchase Notice***"). Upon payment of the Purchase Price and execution of the Ownership Agreement in the form then offered by the Company, Company will convey ownership of the Selected Solar Panels by a bill of sale. No Early Termination Fee will be assessed for the capacity converted to ownership in accordance with this Section 7.
- 7.3 Continuing Participation in Program. The Ownership Agreement offered pursuant to Section 7.2 shall provide for a term for the remainder of the Term in this Agreement for as long as the Program shall be in effect, subject to the terms and conditions of the ICA and the Program, and subject to such early termination events as Company may determine to include in such Ownership Agreement. The terms and conditions set forth in the Ownership Agreement shall supersede any prior agreements between the Parties hereto. The Ownership Agreement shall also state that Customer, subject to the requirements and limitations of the Program, shall have the right to retain 100% of the Bill Credits attributable to Customer's Solar Output, subject to other applicable Program fees.

7.4 Panel Purchase Price.

7.4.1 The “**Purchase Price**” of the Selected Solar Panels shall be the greater of the Option Period Price or the Fair Market Value of the Selected Solar Panels at the time of exercising the Purchase Option. The Option Period Price for the First Option Period is \$2.25/Watt of Customer’s Capacity. The Option Period Price for the Second Option Period is \$1.60/Watt of Customer’s Capacity. The Option Period Price for the Third Option Period is \$1.05/Watt of Customer’s Capacity. The Option Period Price for the Fourth Option Period is \$0.52/Watt of Customer’s Capacity.

7.4.2 If the Parties cannot agree to the Fair Market Value, Company shall provide Customer with the names of three independent appraisers certified by the American Society of Appraisers with experience and expertise in the solar photovoltaic industry within twenty (20) days after receipt of the Purchase Notice. Within ten (10) business days thereafter, Customer shall select one of such appraisers to determine the Fair Market Value of the Selected Solar Panels. Such appraiser shall act reasonably and in good faith and be instructed to perform its appraisal of the Fair Market Value based upon the assumptions specified in the Fair Market Value definition in this Agreement and shall set forth such determination in a written opinion delivered to the Parties. Any such appraisal shall be final and binding on Company and Customer and shall have the legal effect of an arbitration award. The costs of the appraisal shall be borne by the Parties equally. Notwithstanding any other provision of this Agreement to the contrary, in the event Customer has elected to purchase the Selected Solar Panels before the Fair Market Value is finally determined, then Customer shall have the right to withdraw such election without liability or obligation to Company within thirty (30) days after the date upon which Customer receives notice of the final determination of such Fair Market Value.

7.5 DISCLAIMER OF WARRANTY: CUSTOMER ACKNOWLEDGES THAT IF CUSTOMER EXERCISES THE OPTION TO PURCHASE THE SELECTED SOLAR PANELS, CUSTOMER IS PURCHASING THEM ON AN AS-IS BASIS, SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

8 **REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS; COVENANTS**

8.1 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party as follows.

8.1.1 The Company is duly organized, validly existing, and in good standing under the laws of the State of Colorado. The Customer is duly organized, validly existing, and in good standing under the laws of the State of South Carolina.

8.1.2 The Party has full legal capacity to enter into and perform this Agreement.

- 8.1.3 The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- 8.1.4 The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate any Applicable Legal Requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound.
- 8.1.5 There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or to the Party's knowledge, threatened against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party's ability to carry out the Party's obligations hereunder.

8.2 Customer's Additional Warranties.

- 8.2.1 Provision of Information to Utility. Customer shall provide to Utility all applications, documentation and information required by Utility and otherwise to qualify Customer to participate in the Program.
- 8.2.2 Maximum Capacity. Customer's Capacity does not and shall not exceed the limitations set forth in Appendix C. Customer acknowledges that Utility is not obligated to make any payment or Bill Credit to the extent Customer's Capacity exceeds those limitations.
- 8.2.3 No Other Assignment or Authorization. Customer has not assigned or sold Customer's Capacity, Solar Interest, or Customer's Solar Output to any other person or entity, and will not do so during the Term of this Agreement, except as permitted under this Agreement. Customer has not provided any other person or entity any of the authority granted to Company under this Agreement and will not do so during the Term of this Agreement.
- 8.2.4 No Liens or Encumbrances. Customer has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the Customer's Capacity, Solar Interest, or Customer's Solar Output and will not do so during the Term of this Agreement.
- 8.2.5 No Guaranteed Solar Output. Customer understands that the Customer's Solar Output will vary from time to time based upon solar availability, weather, seasonality, degradation and other conditions. Customer understands that Company has not guaranteed or made any representations or warranties that the operation of the Facility will be uninterrupted or error free, or that any minimum Customer's Solar Output or Bill Credits shall be obtained.
- 8.2.6 Utility Bill. Customer agrees to keep its Utility account for the Utility Service Location in active status, and to pay on a current basis such amounts as may be due the Utility in connection with such account. Customer shall make no claim

against Company or Company's affiliates or assigns for amounts which may be payable to Customer from the Utility under the Program or in connection with this Agreement.

- 8.3 Company's Additional Warranties. In connection with this Agreement, Company agrees that Company at all times shall perform Company's obligations under the Program, and that Company will exercise commercially reasonable efforts to maintain the Program in effect for the Term of this Agreement. Company will comply with applicable federal, state and local laws, orders and regulations relating to Company's performance pursuant to the terms of this Agreement.

9 OPERATIONS AND MAINTENANCE

- 9.1 Operations and Maintenance Services. The Utility has agreed that, beginning on the Commercial Operations Date through the end of the Term, the Utility will be responsible for the operation and maintenance of the Facility. Company will own, operate and insure the Facility. The Utility has agreed that the Utility will provide customary maintenance services and repairs designed to keep the Facility in good working condition.

10 TERMINATION

- 10.1 Termination of Program by Utility. In the event Utility ceases to offer the Program or a comparable substitute, or in the event that there is a change in the Program or laws or regulations relating thereto such that the Customer is no longer eligible to participate in the Program, then either Party may terminate this Agreement after the Utility ceases to provide the Customer Bill Credits thereunder.

- 10.2 Termination Based on Lease. If the lease where the Facility is located (the "**Lease**") is not extended past the initial term of the Lease for any reason or an additional Lease extension is not exercised, this Agreement will terminate at such time without liability to either Party. In any case, this Agreement shall terminate upon the termination of the Lease.

- 10.3 Event of Default; Termination for Default.

- 10.3.1 Customer Default. Each of the following events will constitute a default on the part of Customer (a "**Customer Default**"):

- a) Customer fails to pay its Utility bill when due, and such failure continues for an additional thirty (30) days after such amount is due. Customer fails to pay its Subscription Fee when due, and such failure continues for an additional thirty (30) days after such amount is due.
- b) Customer breaches any warranty or representation of Customer set forth in this Agreement, or fails to perform any material obligation of this Agreement, and such breach or failure is not cured by Customer within thirty (30) days after Customer receives written notice of such breach or failure from Company.

- c) Customer institutes or consents to any proceeding in bankruptcy pertaining to Customer or its property; or fails to obtain the dismissal of any such proceeding within thirty days of filing; or a receiver, trustee or similar official is appointed for Customer or substantially all of Customer's property or assets; or such property or assets become subject to attachment, execution or other judicial seizure; or Customer is adjudicated to be insolvent.
- d) Customer attempts to claim any RECs, Environmental Attributes or Tax Incentives in connection with the Facility or Customer's Solar Interest.

10.3.2 Company Default. Each of the following events will constitute a default on the part of Company (a "**Company Default**") provided there is no concurrent Customer Default:

- a) Company breaches any warranty or representation of Company set forth in this Agreement, or fails to perform any material obligation of this Agreement, and such breach or failure is not cured by Company within thirty (30) days after Company receives written notice of such breach or failure from Customer, or, if such breach or failure is not capable of cure within such thirty (30) day period, then Company (i) fails to begin such cure within ten (10) days of such written notice or (ii) to complete the cure of such breach or failure with sixty (60) days of such written notice using diligent efforts.

10.3.3 Company's Remedies for Customer Default. If a Customer Default occurs and is continuing after the expiration of the cure period applicable thereto, Company shall be entitled to withhold Bill Credits, terminate this Agreement for breach, and/or to seek such remedies as are available to Company at law or in equity including specific performance.

10.3.4 Customer's Remedies for Company Default. If a Company Default occurs and is continuing after the expiration of the cure period applicable thereto, then, Customer may terminate this Agreement by written notice to Company without further obligation.

10.4 Termination for Convenience. Customer may terminate this Agreement at any time for any reason with forty-five (45) days prior written notice to the Company. If this Agreement is terminated pursuant to this Section, then all Bill Credits received by Customer prior to such termination shall be retained by Customer and Customer agrees to pay an early termination fee in the amount of \$50.00 per kW of Customer's Capacity within forty-five (45) days of Customer's termination notice (the "**Early Termination Fee**"). This Agreement shall not terminate pursuant to this Section 10.4, until Company receives the Early Termination Fee in accordance with this Section. No Early Termination Fee shall be assessed under this Section on any portion of Customer's Capacity for which, if at the time of termination in accordance with this Section, Customer has found a Replacement Customer. All Parties to this Agreement agree and acknowledge that the Company will have suffered damages on account of the early

termination of this Agreement and that, in view of the difficulty in ascertaining the amount of such damages, the Early Termination Fee constitutes reasonable compensation and liquidated damages to compensate the Company on account thereof. Failure to provide forty-five (45) days prior written notice may result in the loss of Bill Credits accrued for production during the month of termination.

- 10.5 Force Majeure. Except as specifically provided herein, if by reason of Force Majeure, a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party (the "***Affected Party***") shall not be deemed to be in default during the continuation of such inability, provided that: (i) the Affected Party, within two (2) weeks after being affected by the Force Majeure event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the Affected Party which were to be performed prior to the Force Majeure event shall be excused as a result of the occurrence thereof; and (iv) the Affected Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If any Force Majeure Event lasts longer than ninety (90) days from the receipt of notice of the Force Majeure Event, and the Affected Party determines in good faith that such Force Majeure Event substantially prevents, hinders or delays the Affected Party's performance of any of its obligations, then the Affected Party may upon written notice terminate the Agreement.
- 10.6 Early Termination. Either Party may terminate this Agreement without penalty or any liability if Company has not achieved the Commercial Operations Date within eighteen (18) months after the Effective Date; provided that such eighteen-month period shall be extended on a day-for-day basis for any delay in achieving the Commercial Operations Date due to Force Majeure Event or action or inaction on the part of Customer. Such right of termination shall be subject to the terminating Party giving the other Party notice of termination within thirty (30) days after the expiration of such eighteen-month period (as extended, if applicable), in which case this Agreement shall terminate without further liability on the part of either Party.
- 10.7 Effect of Termination. Upon termination of this Agreement, Company shall notify the Utility promptly to stop any future Bill Credits allocation to Customer forthwith. In connection with the foregoing sentence, Customer and Company agree to execute any documents as may be reasonably required by the Utility.

11 LIMITATIONS OF LIABILITY

- 11.1 Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (1) LIABILITY OF EACH PARTY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND (2) SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND (3) ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT

DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND SUBJECT TO THE PROVISIONS OF SECTION 14.8 (HOLD HARMLESS), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

- 11.2 COMPANY DOES NOT REPRESENT OR WARRANT ANY MINIMUM PRODUCTION, SOLAR OUTPUT, OR BILL CREDIT AMOUNT. COMPANY DOES NOT SELL, TRANSMIT OR DISTRIBUTE SOLAR ELECTRICITY TO CUSTOMER UNDER THIS AGREEMENT. COMPANY DOES NOT PROVIDE CUSTOMER WITH OWNERSHIP OF, OR ANY INTEREST IN, ANY UTILITY INCENTIVES, TAX INCENTIVES, TAX ATTRIBUTES, ENVIRONMENTAL ATTRIBUTES, ENVIRONMENTAL INCENTIVES, OR RENEWABLE ENERGY CREDITS UNDER THIS AGREEMENT, ALL OF WHICH WILL BE OWNED BY COMPANY OR UTILITY AND USED BY COMPANY OR UTILITY AS COMPANY OR UTILITY MAY DETERMINE FROM TIME TO TIME.

12 ASSIGNMENT

- 12.1 Prior Written Consent. Neither Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Parties, which consent may not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, Company is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Customer's consent and in its sole discretion, (1) to any entity owned or controlled by Company or under common ownership or control with Company, (2) upon the sale of all or substantially all of the assets or membership interest in the Company or (3) in connection with the financing of the Facility.

12.2 Collateral Assignment; Financing Provisions.

- 12.2.1 Financing Arrangements. Company may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons in connection with financing for the Facility. Customer acknowledges that in connection with such transactions Company may secure Company's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Customer agrees as follows:

- 12.2.1.1 Consent to Collateral Assignment. Customer hereby consents to (A) the sale or collateral assignment of Company's right, title and interest in the

Facility to a Lender and (B) the collateral assignment for the financing of the Company's right, title and interest in and to this Agreement.

12.2.1.2 Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner or collateral assignee of the Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Company, any and all rights and remedies of Company under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Company hereunder or cause to be cured any default of Company hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Company under this Agreement or (unless the Lender has succeeded to Company's interests under this Agreement) to perform any act, duty or obligation of Company under this Agreement, but Customer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Company to the Lender (or any assignee of the Lender as defined below) in lieu thereof, it is anticipated that the Lender shall give notice to Customer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Company under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Customer may, in Customer's complete discretion, elect to enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

12.2.1.3 Right to Cure.

(A) Cure Period. Customer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender

shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure shall be extended by the time reasonably necessary to cure the same, provided that the Lender continues to use commercially reasonable efforts to effect such cure. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Company's assets and shall, within the time periods described in Section 12.2.1.3(A), cure all material defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, and which are capable of cure by a third person or entity, then the Lender or its assignee shall no longer be in default under this Agreement, and provided that after such change in title or control Customer shall continue to receive all the Bill Credits due to it as set forth in this Agreement, this Agreement shall continue in full force and effect.

12.2.2 Lender a Third Party Beneficiary. Customer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 12.2.

12.2.3 Entry to Consent to Assignment. Customer agrees within ten (10) days of any request of Company therefor, to (i) execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel concerning Customer's legal status and authority as may be reasonably requested by Company and/or Lender in connection with the financing or sale of the Facility, pursuant to this Section 12.2.

13 AMENDMENT FOR FINANCING

13.1 Obligation to Modify the Agreement for Financing. If a Lender requires this Agreement to be modified, or if Company determines that the Agreement needs to be modified in order to finance, develop or operate the Facility, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner. If the Parties, negotiating in good faith, cannot agree on such amendments, or if Company determines in good faith that the Agreement cannot be amended to allow the Facility to be financed, developed or operated in a commercially reasonable manner, then Company shall have the option, but not the obligation, to terminate this Agreement upon thirty (30) days prior written notice to Customer without further liability on the part of either Party, provided that the Customer and Company shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

14 MISCELLANEOUS

- 14.1 Notices. All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: electronic notification via MyOwnCleanEnergy; hand delivery; reputable overnight courier; or certified mail, return receipt requested, and shall be sent to the following addresses:

If to Company: Nimitz Solar, LLC
c/o Clean Energy Collective, LLC
361 Centennial Parkway, 3rd Floor
Louisville, CO 80027
Attn: Tom Sweeney, President

with a copy by email to Tom.Sweeney@easycleanenergy.com

If to Customer: City of Isle of Palms
1207 Palm Boulevard
Isle of Palms, SC 29451
Attn: Linda Tucker

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

- 14.2 Confidentiality. Except as provided in this Section 14.2, no Party shall publish, disclose, use or otherwise divulge Confidential Information to any person at any time during or after the Term of this Agreement, without the other Parties' prior express written consent.

14.2.1 Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents, advisers, investors, providers of financing, directors, officers and employees who have a need to know related to this Agreement and in the case of the Company, to the Utility.

14.2.2 If required by any law, statute, ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency or authority having jurisdiction over a Party, that Party, upon giving notice to the other Party if permissible by law, may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

- 14.3 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or

otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired, and provided further, however, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

- 14.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of law.
- 14.5 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 14.5 shall be the exclusive mechanism to resolve disputes arising under this Agreement.
- 14.5.1 Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of formal negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for formal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.
- 14.5.2 In the event that the Parties cannot timely resolve a dispute by informal negotiations, the sole venue for judicial enforcement shall be the Circuit Courts of South Carolina. Each Party hereby consents to the jurisdiction of such courts, and to service of process in the State of South Carolina in respect of actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.
- 14.5.3 Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to a form of alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.
- 14.6 Entire Agreement. This Agreement, together with its appendices, exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- 14.7 Press Releases. Customer authorizes Company and Company's Affiliates to use Customer's name and the nameplate capacity allocated to Customer hereunder (such information referenced herein as Customer's "***Customer Information***") for reporting purposes, such as official reporting to governmental authorities, the Utility, public utility commissions and similar organizations, and in marketing materials that Company or Company's Affiliates generate or distribute. Company agrees that following written notice from Customer to opt out of Company's marketing program, Company will no longer identify Customer by name in Company's marketing materials. Under no circumstances, except as required by law and as otherwise provided in this Agreement,

will Company release or otherwise publish any information collected from Customer other than the above Customer Information.

- 14.8 Hold Harmless. To the extent permitted by law, each Party shall hold harmless the other Party and its Affiliates, directors, officers, managers, members, partners, employees, representatives, agents and affiliates (together, "***Related Parties***") from and against any and all claims, demands, losses, damages, liabilities, legal proceedings, judgments and awards, costs and expenses (including but not limited to reasonable attorneys' fees) arising directly or indirectly in whole or in part out of personal injury (including death) and property damage (real and personal) arising out of such Party's act or omission. To the extent permitted by law, Customer shall hold Company and its Related Parties harmless from any and all claims, liability, charges, actions, and demands arising out of or relating to: (a) breach of any of the Customer's representations, warranties or covenants contained in this Agreement; or (b) amounts owed by Customer to Utility.
- 14.9 No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.
- 14.10 Applicability of the Freedom of Information Act. The parties acknowledge and agree (a) that the Customer is required to comply with the Freedom of Information Act for South Carolina, and (b) that the terms of this Agreement contain and constitute confidential and privileged market information and trade secrets of Company, which if disclosed to Company's competitors could harm the Company. The Customer agrees to not disclose the terms hereof to any other entity or person, except for the limited purpose of facilitating the business relationship with Company and the transactions contemplated herein or as may be required under the Freedom of Information Act or other requirements of law. Customer will advise Company of any request for the foregoing information under the Freedom of Information Act.
- 14.11 Governmental Immunity. Customer and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by S.C. Code § 15-78-10, et seq. (1986), or otherwise available to Customer and its officers, attorneys or employees under law or regulation.
- 14.12 Annual Appropriation. Company acknowledges and agrees that in accordance with South Carolina constitutional restrictions, Customer has appropriated funds necessary to satisfy the payments that are required to fulfill its obligations under this Agreement for the initial year of the Term of this Agreement. The payment of any compensation due under this Agreement for any year beyond the first year provided for herein is contingent upon annual appropriation of funds in accordance with applicable law. During the Term of this Agreement, Customer agrees in good faith to include the amounts to become due under this Agreement in Customer's budget request for each fiscal year for funding Customer's energy costs. In any fiscal year, Customer's failure to appropriate for the purchase of

electricity from any source at any of Customer's locations for a future fiscal year, including the encumbrance for this Agreement, will be a non-appropriation event (a "***Non-Appropriation Event***"). If a Non-Appropriation Event occurs, Company may terminate this Agreement in its sole discretion, without further obligation by either Party. Customer will not have the right to receive Bill Credits during the occurrence of a Non-Appropriation Event. Company may transfer all or a portion of Customer's Capacity to another customer for the duration of a Non-Appropriation Event. If Company chooses not to terminate this Agreement for a Non-Appropriation Event, Customer will in good faith continue to include the amounts to become due in each subsequent fiscal year of the Term in Customer's budget request for funding of Customer's energy costs for each fiscal year, and if an appropriation for funds is made for a future fiscal year, the Company's respective obligations under this Agreement will be reinstated. If Customer makes five (5) successive annual requests to appropriate funds for electricity purchases that are denied, Customer will no longer be obligated to make further annual appropriation requests under this Agreement and this Agreement shall terminate without further obligation of either Party.

- 14.13 Amendments; Binding Effect; Waiver. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all of the Parties to this Agreement or its respective successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns. No waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver.
- 14.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart.
- 14.15 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.
- 14.16 Survival. The provisions of Sections 3.4, 7.5, 8.2, 11, 12.2, and 14 shall survive the expiration or earlier termination of this Agreement.
- 14.17 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, except that this Section 14.17 shall not limit the rights of a Lender pursuant to Section 12.2.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CUSTOMER

City of Isle of Palms, S.C.

By: 

Name: Linda Lovvorn Tucker

Title: City Administrator

COMPANY

Nimitz Solar, LLC

By: 

Tom Sweeney, President

List of Appendices to Agreement

Appendix A: Customer and Facility Information

Appendix B: Bill Credit Calculations

Appendix C: Program Limitations

Appendix A

Customer and Facility Information

(This Appendix will be completed and an updated copy of this Appendix will be provided upon the Commercial Operations Date of the Facility.)

Facility Name: SCE&G Nimitz

Facility Company Name: Nimitz Solar, LLC

Facility Location: 1105 Fordville Road, Ridgeland, SC 29936

Facility Nameplate Capacity (kW): 10,621

Commercial Operations Date: TBD

Effective Date: TBD

Customer Name(s): City of Isle of Palms, S.C.

Email:

Tel:

Customer Utility Service Location	Account Number	Capacity (kW)	Allocation (%)	Estimated Initial Annual Customer's Solar Output (kWh)

Appendix B

Bill Credit Calculations

Customer shall, subject to the requirements and limitations of the Program and this Agreement, be eligible to receive the Bill Credits attributable to Customer's Solar Output from the Utility. The amount of Bill Credits for which Customer is eligible shall be calculated by multiplying Customer's Solar Output by the Utility credit rate of \$0.10 per kWh (the "*Solar Credit*") less the Energy Payment to the Company from the Utility, fixed for 20 years. Customer shall retain 10% of the Solar Credits, which pursuant to the Program, the Utility will apply to Customer's normal electric charges on the Utility bill as Bill Credits.

Bill Credits = Customer's Solar Output * (Utility Bill Credit Rate of \$0.10 per kWh – Energy Payment of \$0.09 per kWh)

Bill Credits = 10% of Solar Credit

Energy Payment = 90% of Solar Credit

Company anticipates that Bill Credits will reduce the amount owed on the Customer's Utility bill. Should the Bill Credits exceed the amount owed on Customer's Utility bill, Company anticipates that the excess Bill Credits, if any, will be rolled over and applied to future months' billings. Company anticipates that such excess Bill Credits will be evaluated for total balances amounting to \$600 or greater. Should Customer's accrued excess Bill Credits, combined with any other excess credits accrued on Customer's Utility account exceed a \$600 credit balance, the Utility may remit to Customer a check for Customer's Utility account balance.

Appendix C

Program Limitations

The Program Limitation under this Agreement is equal to the capacity suitable to supply one hundred percent (100%) of Customer's electric energy usage during the most recent 12-month billing period. Customer agrees that the Estimated Initial Annual Customer's Solar Output from Customer's Capacity as set forth in Appendix A shall not exceed the Program Limitation. The maximum participation cap for a Commercial Customer is 1,000 kW AC (1,300 kW DC) per account number.

In addition, Customer acknowledges that Customer's Utility Service Location is eligible to participate in the Program.

Customer acknowledges that, at any time, Company reserves the right to decrease Customer's Capacity in order to maintain Customer's compliance with the Program Limitation.



CUSTOMER SERVICE

1-800-251-7234

STATEMENT DATE

Apr 14 2023

ACCOUNT NUMBER

4-2100-8158-0818

Page 2 of 2

DATE DUE

May 5 2023

AMOUNT DUE

\$4,381.43

Payment Options

By Mail: Pay by check or money order in the enclosed envelope. Please do not mail cash.

Online: Visit DominionEnergySC.com to pay directly from your bank account or credit card.

By Phone: Call 1-800-450-9160, 24 hours a day, to pay using your credit card, debit card or directly from your bank account. There is a fee of \$3.50 per transaction that BillMatrix receives for providing this service. Additional limitations may apply.

Authorized Payment Agencies:

Visit an authorized payment location near you to pay in person. There is no fee associated with service at an authorized payment location.

ALL SC AND NC WALMARTS

Unauthorized Payment Agencies:

Additional payment centers may exist in your area that are not Dominion Energy authorized payment locations. While these unauthorized locations may accept your Dominion Energy payment, they will charge a fee for doing so, and your payment will be delayed in reaching us.

Other Charges & Credits - Unregulated

Your electric and/or natural gas service may not be terminated for failure to pay for the following unregulated services.

HomeServe - Appliance Repair Plan

44.65

Total Other Charges & Credits - Unregulated \$44.65

Community Solar

March Bill Credit [Nimitz] 9,768.41 kWh x - \$0.01*

-97.68

March Subscription Fee [Nimitz] 54.790 kW x \$0.20

10.96

Total Community Solar Charges -\$86.72

*For questions about your Community Solar credits, contact Community Solar Platform by phone at 1-877-573-6489 or by email at customercare@communitysolarplatform.com. You may also log in to your Roofless Savings portal at rooflessavings.com/login.

For Appliance Repair Plan service claims or repair plan billing questions, call 1-800-796-8889.

Electronic check conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.