



BARNESVILLE MUNICIPAL UTILITY
2018
COMMUNITY SOLAR GARDEN
SOLAR MODULE OWNERSHIP AGREEMENT

Barnesville Municipal Utility (“BMU”) is establishing a Community Solar Garden (“CSG”) in the City of Barnesville, Minnesota. The Community Solar Garden will consist of a number of solar photovoltaic devices (“Modules”) linked together to generate electricity for use within the BMU service area. Customers who are supplied electricity by BMU have the opportunity to purchase and own modules pursuant to the terms of this Solar Module Ownership Agreement (the “Agreement”). By signing this Agreement, you, (“You” or “Customer” or “Owner”) have elected to participate in the Community Solar Garden by owning one or more modules. The following information is required to secure your rights in the CSG as provided for under this Agreement and enable BMU to accurately provide you credits to your electric bill.

PLEASE PRINT LEGIBLY.

Customer Name: _____

Customer BMU Account Number: _____

Customer Service Address: _____
Barnesville, MN 56514

Customer Cell Phone Number: _____

Customer e-mail address: _____

The terms of this Module Ownership Agreement are as follows:

1. **COST.** You agree to purchase _____ (quantity up to a maximum of 6) solar modules at a cost per module of \$ 775.00 (your “Module(s)”). Payment in full is required when submitting this Agreement to BMU. You acknowledge enclosing payment of \$ _____ as payment in full for your Modules.
2. **ENERGY PRODUCTION.** You understand that your Module(s) will be used to produce electricity as part of the CSG and that the electricity generated from your Module(s) will be part of the community power supply. The amount of electricity produced by your Module(s) will be calculated based on the amount of electricity produced in the aggregate from all of the modules in the CSG, divided by the number of modules, regardless of the amount of electricity produced by a particular module or whether all modules are functioning at that time. You will receive a net metering credit against the amount due from BMU for electric service provided to your BMU service address, as provided for in paragraph 5 of this Agreement. The net metering system will also measure that amount of electricity drawn from the electrical grid and used by you at your service address. Your Module(s) will not generate electricity for a specified period in excess of the amount of electricity expected to be consumed at your service address during that specified period. No representation or guaranty is made by BMU regarding the

actual amount of electricity that each module will produce or the amount of electricity production that will be allocated to each module.

3. **OPERATIONAL LIFE.** All modules in the CSG, including your Module(s), are committed to the exclusive use and operation of BMU for the operational life of the CSG, which is anticipated to be twenty (20) years from and after the date any module(s) in the CSG become functional and produce electricity that is transmitted to the electrical grid (the “Effective Date”). From and after the Effective Date, the operational life of the CSG and any of your Module(s) shall continue without break or pause, regardless of any difficulties with or malfunction of your Module(s) or any other module(s), until the destruction of the CSG by acts of nature or vandalism, the abandonment of the CSG by BMU or twenty (20) years after the Effective Date, whichever occurs first, at which time the operational life of the CSG and any module(s) owned by you will terminate. Upon termination of the operational life of the CSG and any module(s) you own as defined herein, the BMU has the exclusive right and obligation to purchase the module(s) you have purchased by this Agreement for one dollar (\$1.00) for each module. Thereafter BMU has the option to discontinue the CSG or to continue to operate the CSG as its own facility. Under no circumstances are you permitted to remove your Module(s) from the CSG for any reason at any time, before or after termination of the operational life of the CSG and any modules you own.
4. **INSTALLATION, OPERATION, MAINTENANCE AND INSURANCE.** The CSG will be constructed on land owned by the BMU or City of Barnesville. The BMU will own the framework and structures supporting the modules and all apparatuses, fixtures and equipment necessary for the operation of the CSG, measurement of the electricity produced by the modules in the CSG and transmission of electricity to the electrical grid. You hereby disclaim ownership of the land upon which the CSG is constructed and all apparatuses, fixtures and equipment necessary for the operation of the CSG, measurement of the electricity produced by the modules in the CSG and transmission of electricity to the electrical grid except for the module(s) you have purchased pursuant to the terms of this Agreement. BMU is responsible for performing all installation, operation, repair, replacement, maintenance and insurance expenses of the CSG and all of the modules contained in the CSG.
5. **ELECTRIC BILL CREDIT.** During the operational life of the CSG and your Module(s) the amount of electricity, as measured by kilowatt hours (“kWh”) drawn from the electrical grid at your BMU service address is represented by a monthly credit on your monthly Utility Bill. This credit is based on the amount of the electricity determined to have been produced by your Module(s) and transmitted to the electrical grid.
6. **OWNERSHIP.** Ownership of your Module(s) is personal and may only be changed or transferred pursuant to this Agreement.
 - a) New service address. If you move to a different BMU service address you may transfer your electric bill credit to the new service address by completing and entering into the Transfer of Service Address form attached to this Agreement “Appendix A.” Until you do so, the electric bill credit resulting from your Module(s) will remain at your existing service address.

b) Transfer of module ownership. You cannot transfer ownership of your Module(s) or right to receive your electric bill credit except as provided for in this this provision. You may only transfer the ownership and rights of this Agreement that are personal to you, and any transfer of such ownership or rights is subject to the terms of this Agreement. You may only transfer ownership to a person or entity that has a BMU service address.

i. Completion of Appendix B. Any transfer of ownership of your Module(s) or right to receive your electric bill credit must be evidenced by completion of the Ownership Assignment form attached to this Agreement as Appendix B and submission of the form to BMU. In all cases except death of the Owner, you must complete the submit Appendix B within ten (10) days after you terminate your electrical service account with BMU. In cases of death, the Owner's heirs, successors, or agents may extend the time period to ninety (90) days upon submission of a valid death certificate to BMU. Failure to timely submit a completed Appendix B shall result in the forfeiture, abandonment, and surrender of ownership of your Module(s) and any right you may have to receive an electric bill credit. In such case of failure to complete and submit Appendix B, your Module(s) will become the sole and exclusive property of BMU.

ii. Transfer by sale or assignment. If you move out of the BMU electrical service territory you may only assign ownership of your Module(s) to a new or existing electrical customer of BMU who has established a service account within the BMU service territory. Upon such assignment, the ownership of your Module(s) and the electric bill credit resulting from your Module(s) will be transferred to the BMU service address and service account of the new owner.

iii. Death. Should you die while owning your Module(s) during the operational life of the CSG, the benefit of this Agreement will stay with the BMU service address of the Owner. You, your heirs or successors may not sell any ownership interest in your Module(s) before or after your death. The legal representative of the Owner, or the Owner's heirs or successors, may transfer module ownership and the right to receive an electric bill credit to a new or existing electrical customer of BMU who has established a service account within the BMU electrical service territory.

iv. No liability of BMU or the City of Barnesville. Neither BMU nor the City of Barnesville shall be held liable for any consequence of the transfer or assignment of the interest in your Module(s), whether between you and a subsequent transferee or any other party.

7. CREDITS.

a) Tax Credits. Ownership of your Module(s) may qualify you to receive energy tax credits. You are solely and exclusively responsible for determining whether you qualify for any tax credits and for applying for and obtaining any tax credits and or

benefits that may be available. No representation or guaranty is made by BMU that you will qualify for any type of tax credits or the amount or value of any such credits that might be available. BMU will not track any credits for you or apply for any credits for you. You acknowledge and agree that you have not relied upon any tax information or advice from BMU as to whether or not a purchase of module(s) will be eligible for any tax credits or benefits. Any questions or concerns regarding possible tax credits should be made to your own tax or legal advisors.

b) Renewable Energy Credits. BMU claims no interest in any renewable or environmental attributes, referred to as Renewable Energy Credits (“REC”) associated with the generation of electricity from your Module(s). You understand that you are solely and exclusively responsible for applying for and obtaining any REC or other benefits that may be available as a result of your ownership and participation in the CSG. No representation or guaranty is made by BMU that you will qualify for any type of REC or the amount or value of any such credits that may be available. BMU will not track or apply for any REC for you. You acknowledge and agree that you have not relied upon any advice from BMU as to whether a purchase of any Module(s) will qualify for any REC or other environmental or associated financial benefits. Any questions or concerns regarding possible REC should be made to your own legal or business advisor.

8. **DAMAGE OR DESTRUCTION.** In the event of damage or destruction of the CSG in whole or in part BMU will evaluate and decide whether to rebuild, restore or abandon the CSG. No credit or refund will be given to you for anticipated future electrical service credits if BMU elects not to rebuild or restore the CSG and instead abandons the CSG, at which time the operational life of the CSG and any ownership interest or benefit arising from the ownership of your Module(s) will terminate.
9. **DISCLAIMER OF WARRANTIES.** You acknowledge, understand and agree that BMU has made no representation, warranty or promise with respect to any aspect of this Agreement or your Module(s), including but not limited to the performance of the CSG and your Module(s), the amount of any potential electric bill credit, the production of electricity by the CSG or your Module(s) or the duration of the CSG. **BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE AND AGREE THAT YOUR MODULE(S) ARE PURCHASED AS IS, WHERE IS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, ALL OF WHICH ARE DISCLAIMED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE.**
9. **DATA PRACTICES.** The Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, applies to all data provided, created, collected, received, stored, used, maintained, or disseminated by the BMU and you pursuant to this Agreement.
10. **ENTIRE AGREEMENT.** This document represents and is the entire agreement between BMU and you regarding your purchase and ownership of the module(s) and the exclusive use of those modules by BMU in the CSG. By signing this Agreement you are obtaining the

benefit of the number of modules you purchase subject to this Agreement computed on an aggregate basis pursuant to the terms stated herein.

Barnesville Municipal Utility thanks you for your participation in the Barnesville Community Solar Garden.

[Signature page follows.]

CUSTOMER

BARNESVILLE MUNICIPAL UTILITY

By: _____

By: _____

By: _____

Its: _____

Date: _____

Date: _____

Please sign and return this Agreement to City of Barnesville, attention City Administrator Jeremy Cossette, 102 Front Street N, P.O. Box 550, Barnesville, MN 56514. Call 218.354.2292 with questions.



APPENDIX A

**TRANSFER AND ASSIGNMENT OF
MODULE OWNERSHIP AGREEMENT TO NEW SERVICE ADDRESSES**

The undersigned Existing Customer/Owner does hereby provide to Barnesville Municipal Utility (“BMU”) direction to transfer _____ **Module(s)**, which Existing Customer/Owner owns in the Community Solar Garden (“CSG”), to his/her new service address within the BMU electric territory. This Transfer and Assignment will not become effective without the consent of BMU.

Existing Customer/Owner acknowledges that the terms under which the Existing Customer/Owner will receive a potential credit against his/her electrical bill for the new service address will be governed by the terms of the original Community Solar Garden Module Ownership Agreement (the “Agreement”) entered into between BMU and Existing Customer/Owner. This Transfer and Assignment has no monetary value other than the right to receive a credit against Existing Customer/Owner’s electrical bill for the new service address to the extent the value of the electricity produced exceeds the maintenance costs. This Transfer and Assignment does not extend the term of the Agreement regardless of any gap in time between credit given to the Existing Customer/Owner’s previous service address and credit being given to the Existing Customer/Owner’s new service address. Upon assignment, the Existing Customer/Owner’s previous service address will no longer receive the electric bill credit from the module(s).

The information supplied by Existing Customer/Owner is as follows:

Name: _____

Phone #: _____

Current e-mail address: _____

Previous Address #: _____

Previous Service Address: _____

New Account # _____

New Service Address: _____

Existing Customer/Owner:

Barnesville Municipal Utility:

By: _____

By: _____

By: _____

Its: _____

Date: _____

Date: _____



APPENDIX B

**TRANSFER AND ASSIGNMENT OF SOLAR
MODULE OWNERSHIP AGREEMENT TO NEW CUSTOMER/OWNER**

The undersigned Existing Customer/Owner or legal representative of the Existing Customer/Owner, does hereby provide to Barnesville Municipal Utility (“BMU”) direction to transfer ownership of _____ Module(s), which Existing Customer/Owner owns, to the New Customer/Owner with an account within BMU electric service territory. This Transfer and Assignment is effective only to the extent of Existing Customer/Owner’s rights under the Community Solar Garden (“CSG”) Module Ownership Agreement (“Agreement”) entered into between BMU and Existing Customer/Owner. At the option of BMU, this Transfer and Assignment will be effective as of the first day of the annual accounting period used to determine electricity generated by the Module(s) for the year or the first day of the billing period following BMU’s receipt of this Transfer and Assignment.

Existing Customer/Owner and New Customer/Owner acknowledge that the terms under which New Customer/Owner will receive a potential credit against his/her electrical bill will be governed by the terms of the Agreement and that this Transfer and Assignment is conditional upon BMU’s consent. This Transfer and Assignment has no monetary value and merely constitutes evidence of the right of New Customer/Owner to receive a benefit pursuant to the terms of the Agreement. This Transfer and Assignment does not extend the term of the Agreement regardless of any gap in time between credit given to the Existing Customer/Owner’s account and credit being given to the New Customer/Owner’s account.

The information supplied by Existing Customer/Owner and New Customer/Owner is as follows:

Existing Customer/Owner Name: _____
Existing Customer/Owner Account #: _____
Existing Service Address: _____
Existing Customer’s Phone #: _____
New Customer/Owner Name: _____
New Customer/Owner Account #: _____
New Service Address: _____
New Customer/Owner Phone #: _____
New Customer/Owner e-mail address: _____
Existing Customer/Owner Account #: _____
New Customer/Owner Account #: _____

[Signatures appear on the following page.]

Existing Customer/Owner:

By: _____

By: _____

Date: _____

Barnesville Municipal Utility:

By: _____

Its: _____

Date: _____

New Customer/Owner:

By: _____

By: _____

Date: _____