

**COMMUNITY SOLAR LICENSE AGREEMENT**

The Effective Date of this Agreement is \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (“Effective Date”). This License Agreement (“Agreement”) is made and entered into by and between the Electric Power Board of Chattanooga (“EPB”), with its principal place of business at 10 West M.L. King Blvd, Chattanooga, Tennessee 37402, and the Customer, identified as follows:

Customer Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

EPB and Customer may be collectively referred to as the “Parties”.

**1. License.**

- a. Subject to the terms and conditions set forth in this Agreement, EPB hereby grants to Customer a license (“License”) to purchase the value of the kWh output from solar panels, and Customer hereby agrees to pay EPB a License Fee and an annual Maintenance Fee.
- b. Each solar panel will be placed in service at EPB’s Community Solar Array located at 110 N. Greenwood Ave, Chattanooga, TN 37404. Customer acknowledges and agrees that EPB will retain sole ownership, possession, and control of the Community Solar Array and will have the exclusive right to maintain and operate the Community Solar Array.
- c. During the Term of this Agreement, Customer will receive the value of the kWh output for each solar panel licensed to Customer as a credit (“Solar Panel kWh Output Credit(s)”) on the Customer’s electric bill provided by EPB at the Service Address listed above, which must be located within EPB’s service territory.

The total Solar Panel kWh Output Credits may not exceed: (a) the kWh energy used in the past twelve (12) months on the account that Customer designated to receive the Solar Panel kWh Output Credit, or (b) the kWh output from one hundred (100) solar panels, whichever is less.

- d. Customer acknowledges that EPB, as owner of the Community Solar Array, retains all rights to the electric generation and any rights to the environmental, social and other non-power attributes of renewable electricity generation that is associated with the Community Solar Array pursuant to this Agreement and for EPB’s sole use, except for the renewable energy offsets.

**2. License and Maintenance Fee.** For the License, Customer will pay EPB the sum of the calculated amount per solar panel as provided for in this Section and Attachment A (the “License Fee”). The License Fee is due on the Effective Date. The initial License Fee shall be Six Hundred Eighty Dollars (\$680.00). The License Fee shall be reduced by Thirty-Four Dollars (\$34.00) on each Anniversary Date (defined below) and as shown in Attachment A.

Total Number of Panels: \_\_\_\_\_ Total Dollar Amount: \_\_\_\_\_

In addition to the License Fee, Customer shall pay EPB Ten Dollars (\$10.00) per year per panel as an annual “Maintenance Fee” for the Term of this Agreement.

- 3. In Service Date.** The date the Community Solar Array began generating electricity is July 11, 2017 (“In-Service Date”). The anniversary of the In-Service date will be July 1 (“Anniversary Date”) of each year during the Term.
- 4. Term.** This License will commence on the Effective Date or on the In-Service Date, whichever is later, and will continue until June 30, 2037 (the “Term”), subject, to any early termination as provided for in this Agreement.
- 5. EPB’s Obligations.** EPB agrees to provide, at its cost, all necessary maintenance for the Community Solar Array. EPB shall be responsible for ensuring that the Community Solar Array and each of its components meet all applicable codes, standards, and regulatory requirements at the time of installation and throughout the Term. In the event of equipment failure, EPB will bring the equipment back to working order as quickly as is reasonably possible. EPB is not responsible for any lost Solar Panel kWh Output Credits due to the Community Solar Array being out of service.
- 6. Solar Panel kWh Output Credit.** The Solar Panel kWh Output Credit will be calculated as follows:
  - a. EPB will calculate the Solar Panel kWh Output Credit for each solar panel by dividing the total power output of the Community Solar Array by the number of solar panels in the array. All Solar Panel kWh Output Credits will be applied to the Customer’s bill at the applicable rate in effect at that time.
  - b. The actual electric production for the entire Community Solar Array will be recorded on a calendar month basis. The appropriate credit will be applied to Customer’s bill the following month after the said production.
  - c. The Solar Panel kWh Output Credit will remain associated with the Service Address. In the event the account for the Service Address associated with this Agreement is removed, disconnected, and/or no longer in service, the electricity produced by the panels will be retained and utilized by EPB, and the Customer shall forfeit the Solar Panel kWh Output Credit associated with the production.
- 7. License/Agreement Repurchase.** If the Customer moves out of EPB’s service area or if the Customer no longer wants to participate in this Agreement, the Customer may terminate this Agreement and accept EPB’s repurchase option based on the “Repurchase Price” described in Attachment A - Solar Output Repurchase Table (“Option”). If the Customer accepts the Option, then this Agreement and the License granted hereby will be terminated and EPB shall have no further obligations to the Customer. However, if Customer exercises the Option within one (1) year of the Effective Date, the Repurchase Price shall be reduced by one (1) year of Depreciation equal to Thirty-Four Dollars (\$34.00) as set forth in Attachment A.
- 8. Additional Acknowledgements.** The Parties further acknowledge and agree that:
  - a. Customer will not have access to the Community Solar Array for any purpose, unless otherwise agreed to in advance by EPB in its sole discretion.
  - b. Except as expressly provided in this Agreement, Customer may not assign, gift, bequeath, or otherwise transfer this License for the output of a solar panel to any other individual or entity.
- 9. Transfer/Assignment.** Subject to the provisions of this Section, and with advance notice to EPB, Customer may elect to change the Service Address for which the Solar Panel kWh Output Credit for the solar panel will apply, provided such Service Address is within EPB’s service territory.

- a. Customer will notify EPB of such requested change at least thirty (30) days prior to the requested effective date, which notice will include:
  - 1. Customer's name and mailing address and additional contact information;
  - 2. The current Service Address;
  - 3. The new Service Address; and
  - 4. The requested effective date of such change.

**10. No Partnership, Etc.** Nothing in this Agreement shall be construed as creating any partnership, joint venture, or other business relationship between the Parties. The Customer shall not, for any purpose, be considered to be an agent of EPB.

**11. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, and all other communications between the Parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties.

**12. Governing Law/Jurisdiction/Venue.** This Agreement shall be deemed to have been made in, and shall be construed under, the laws of the State of Tennessee, without regard to the principles of conflicts of laws thereof. The Parties acknowledge and agree that a court of competent jurisdiction located in Hamilton County, Tennessee shall have exclusive jurisdiction in any action or proceeding arising under or relating to this Agreement.

**13. Default.** In case of a default in the performance of any of the terms of this Agreement by Customer, EPB may cancel this Agreement upon notice to Customer and the License granted hereby will be terminated and EPB will have no further obligations to the Customer under this Agreement.

**14. EPB Rules and Regulations.** This Agreement is subject to EPB's Rules and Regulations, as they may be modified from time to time.

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

**CUSTOMER:**

**ELECTRIC POWER BOARD OF CHATTANOOGA:**

\_\_\_\_\_  
Customer name (please print)

Name: \_\_\_\_\_

\_\_\_\_\_  
Customer signature

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

Title: \_\_\_\_\_

If returning signed agreement via email, please send a copy by mail to:  
EPB Electric Power  
P. O. Box 182255  
Chattanooga, TN 37422

**Attachment A**  
**EPB Solar Output Purchase/Repurchase Table**

The License Fee or the Option for EPB to repurchase the Community Solar Array and terminate this Agreement shall be determined by the corresponding Anniversary Date that has elapsed from the Effective Date. To calculate the Repurchase Price, the original License Fee of Six Hundred Eighty Dollars (\$680.00) shall be reduced by Thirty-One Dollars and Twenty-Five Cents (\$31.25) (the “Depreciation”) on each July 1 Anniversary Date. The table below shows the License Fee or Repurchase Price on each Anniversary Date.

<b>Year</b>	<b>Time Period Anniversary Date</b>	<b>License Fee/Repurchase Price Per Panel</b>
Year 1	July 11, 2017 to June 30, 2018	\$680.00
Year 2	July 1, 2018 to June 30, 2019	\$646.00
Year 3	July 1, 2019 to June 30, 2020	\$612.00
Year 4	July 1, 2020 to June 30, 2021	\$578.00
Year 5	July 1, 2021 to Jan 31, 2022	\$544.00
Year 5 Rate Decrease	Feb 1, 2022 to June 30, 2022	\$500.00
Year 6	July 1, 2022 to June 30, 2023	\$468.75
Year 7	July 1, 2023 to June 30, 2024	\$437.50
Year 8	July 1, 2024 to June 30, 2025	\$406.25
Year 9	July 1, 2025 to June 30, 2026	\$375.00
Year 10	July 1, 2026 to June 30, 2027	\$343.75
Year 11	July 1, 2027 to June 30, 2028	\$312.50
Year 12	July 1, 2028 to June 30, 2029	\$281.25
Year 13	July 1, 2029 to June 30, 2030	\$250.00
Year 14	July 1, 2030 to June 30, 2031	\$218.75
Year 15	July 1, 2031 to June 30, 2032	\$187.50
Year 16	July 1, 2032 to June 30, 2033	\$156.25
Year 17	July 1, 2033 to June 30, 2034	\$125.00
Year 18	July 1, 2034 to June 30, 2035	\$93.75
Year 19	July 1, 2035 to June 30, 2036	\$62.50
Year 20	July 1, 2036 to June 30, 2037	\$31.25