

Contract No. \_\_\_\_\_

Account No. \_\_\_\_\_

## CONTRACT FOR MULTI-FAMILY SHARED SOLAR SUBSCRIBER ORGANIZATION

This contract ("Contract") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between Kentucky Utilities Company doing business as Old Dominion Power Company ("Company") and \_\_\_\_\_ (name of business), a/an \_\_\_\_\_ (entity type), with a principal business address of \_\_\_\_\_ ("Subscriber Organization").

### WITNESSETH:

**Whereas**, Company is in the business of providing retail electric service in the Commonwealth of Virginia;

**Whereas**, Company offers Multi-Family Shared Solar Service in accordance with Va. Code 56-585.1:12 and applicable regulations (20 VAC 5-342-10 *et seq.*);

**Whereas**, a "shared solar facility" means a facility that: (1) generates electricity by means of a solar photovoltaic device with a nameplate capacity rating that does not exceed 3,000 kW alternating current at any single location or that does not exceed 5,000 kW alternating current at contiguous locations owned by the same entity or affiliated entities; (2) is operated pursuant to a program whereby at least three subscribers receive a bill credit for the electricity generated from the facility in proportion to the size of their subscription; (3) is located in the service territory of Company; (4) is connected to the electric distribution grid serving Company; and (5) is located on a parcel of land on the premises of the multi-family utility customer or adjacent thereto;

**Whereas**, a "multi-family customer" is a Company customer residing in an apartment, condominium, or duplex complex with individually metered residences and at least three subscribers to the shared solar facility;

**Whereas**, a "subscriber" is a multi-family customer of Company that owns one or more subscriptions of a shared solar facility that is interconnected with Company; and

**Whereas**, Subscriber Organization desires to own or operate, or owns or operates, a shared solar facility that could serve three or more subscribers who are the Company's customers.

**Now, therefore**, and in consideration of the mutual covenants made herein, Company and Subscriber Organization agree as follows:

**Licensure.** Subscriber Organization's proof of licensure by the Virginia State Corporation Commission ("Commission") or its application for a licensing exemption under 20 VAC 5-342-100 is attached hereto as Exhibit A. If Subscriber Organization transfers a license granted under 20VAC5-342-30 to another entity with approval from the Commission, the Subscriber

Contract No. \_\_\_\_\_

Account No. \_\_\_\_\_

Organization must notify the Company in writing within five business days of approval by the Commission.

**Shared Solar Facility Information.** Subscriber Organization's shared solar facility has a nameplate capacity rating of \_\_\_\_\_ kW and the following address of record: \_\_\_\_\_ . A copy of the executed interconnection agreement with Company for the shared solar facility is attached hereto as Exhibit B.

**Exchanging Information.** Subscriber Organization and the Company agree to exchange the names, telephone numbers, and email addresses of appropriate internal points of contact to address operational, business coordination, and customer account issues, and the names and addresses of their registered agents in Virginia. Subscriber Organization and the Company agree to continue exchanging current and accurate information throughout the term of this agreement. Initial contact information for Subscriber Organization and the Company is below:

Company:

Contact name: \_\_\_\_\_

Contact telephone: \_\_\_\_\_

Contact email: \_\_\_\_\_

Company's registered agent:

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

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

Subscriber Organization:

Contact name: \_\_\_\_\_

Contact telephone: \_\_\_\_\_

Contact email: \_\_\_\_\_

Subscriber Organization's registered agent:

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

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

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Contract No. \_\_\_\_\_

Account No. \_\_\_\_\_

**Providing Enrollment Contracts.** The Company may request in writing (including by email to the Subscriber Organization's designated contact person(s)) any enrollment contracts between the Subscriber Organization and the Company's customers. The Subscriber Organization will provide such enrollment contracts to Company within five business days of receiving Company's request.

**Compliance with Legal Obligations.** Company and Subscriber Organization mutually agree to comply with all provisions of Va. Code 56-585.1:12 and applicable regulations (20 VAC 5-342-10 *et seq.*).

**Payment of Administrative Costs.** Subscriber Organization agrees to pay timely and in full all administrative costs approved by the Virginia State Corporation Commission for Company's multi-family shared solar service, as such may change from time to time.

**Marketing Materials and Customer Disclosures.** Company may request in writing (including by email to Subscriber Organization's designated contact person(s)) any marketing materials, consumer disclosures, and communications between the Subscriber Organization and subscribers. The Subscriber Organization will provide requested materials to Company within ten business days of receiving Company's request.

**Access to Company's Meter and Data.** Subscriber Organization will allow Company to access the Company's meter measuring the output of the shared solar facility and will not impede Company's installing, maintaining, or reading or otherwise obtaining data from Company's meter.

**Shared Solar Facility Capacity Changes.** Subscriber Organization may increase or decrease its shared solar facility's capacity at any time, subject to the capacity limitations in Va. Code 56-585.1:12 and applicable regulations (20 VAC 5-342-10 *et seq.*), as they may change from time to time, by entering into a new contract with Company for the increased amount of capacity. Upon Subscriber Organization's and Company's entering into such a contract, this contract shall become null and void.

**Financial Security.** A Subscriber Organization operating a shared solar facility with an alternating current capacity not exceeding ten (10) kilowatts shall maintain commercial insurance providing coverage in the amount of at least \$100,000 for the liability of the insured against loss arising out of the operation of the facility, and for a shared solar facility with an alternating current capacity exceeding ten (10) kilowatts such coverage shall be in the amount of at least \$300,000. Subscriber Organization shall provide Company written proof of this commercial insurance with coverage limits and deductibles, if any, within five (5) business days of the request for the same.

**Term of Contract.** For a fixed term of twenty-five (25) years beginning on \_\_\_\_\_, 20\_\_\_\_, the date the shared solar facility becomes commercially operational. Subscriber Organization may terminate this Contract or abandon its shared solar facility upon sixty (60) days' prior written notice to Company, the Commission, and the Subscriber Organization's subscribers.

Contract No. \_\_\_\_\_

Account No. \_\_\_\_\_

**Transfers and Assignments.** Subscriber Organization may neither transfer nor assign this contract or any of the obligations or benefits under this contract, but this contract shall continue to bind Subscriber Organization and all of Subscriber Organization’s successors for the full term of the contract as defined in the Term of Contract provision above.

**Company’s Tariff.** It is mutually agreed that Company’s terms and conditions and applicable rate schedule, including Company’s Multi-Family Shared Solar Service Rider, as from time to time approved by and on file with the Virginia State Corporation Commission, are made a part of this contract as fully as if written here. Company’s Multi-Family Shared Solar Service Rider is available for public inspection on Company’s website (<http://www.lge-ku.com>).

**Disputes.** All disputes arising between Subscriber and Company hereunder shall be finally decided by the Virginia State Corporation Commission in accordance with its applicable rules and procedures.

**Choice of Law.** This contract shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

**IN WITNESS WHEREOF,** the parties hereto have caused this contract to be executed by their duly authorized representatives the day and year shown above.

KENTUCKY UTILITIES COMPANY D/B/A  
OLD DOMINION POWER COMPANY

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By \_\_\_\_\_

By \_\_\_\_\_

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Official Capacity

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Official Capacity

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Attest

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Attest