



Nelson Community Solar Garden – System One Purchase Agreement

Solar Investment Credit will be issued to:

Nelson Hydro Customer Name	Civic Address
Business Name (if applicable)	Email
Nelson Hydro Account	Primary Phone

Check all that apply:

Rental
 Owner

 Residential
 Business

 Upfront payment
 Payment plan

<input type="checkbox"/> Gift <input type="checkbox"/> Charity If this is for a gift or charity, please add your contact information here: Name _____ Email _____ Phone Number _____ Mailing address _____ *Only available for up-front purchase
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Number of Panels prior to December 8, 2015: _____ (Min. 1, max. 10) Certificate #(s) _____

Number of Panels after December 8, 2015: _____ (Min. 1, max. 40) Certificate #(s) _____

By signing you agree to the Nelson Community Solar Garden – System One Terms and Conditions which form part of this Purchase Agreement

Date:	Customer Name:	Customer signature:
Date:	Witness Name and Address:	Witness signature:

The Customer acknowledges that The City of Nelson/Nelson Hydro is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act*. R.S.B.C. 1996. c.165 as amended.

Administration Only:

Deposit Paid: _____ chq# _____ /cash/debit/credit Date: _____ Total Panels: _____

Balance Paid: _____ chq # _____ /cash/debit/credit Date: _____

Nelson Community Solar Garden – System One Terms and Conditions

1. Eligibility requirements, the solar investment credit will only be applied to a Nelson Hydro account number.
2. System One refers to the first solar array project that is constructed as part of the Nelson Community Solar Garden.
3. This Purchase Agreement is for an investment in the Nelson Community Solar Garden - System One, not the purchase of the solar panel itself. The investment entitles the Nelson Hydro Customer to receive an annual payment for the term of the 25-year contract, which will be calculated based on the kWh's generated by System One, and the prevailing electric rates. The solar equipment will remain the sole property of City of Nelson/Nelson Hydro.
4. During the pre-sale phase, a \$500.00 deposit per panel will be collected. Deposit is non-refundable, except if pre-sale target is not met or the Electric Utility bylaw amendment is not passed. The final costs will be invoiced and due within net 30 days of the invoice date. If the balance is not paid by the due date, the panel(s) will be re-sold.
5. Energy will be revenue metered on a monthly basis and the value of that energy will be credited to the customer accounts annually on the anniversary date. The credit will be measured in kWh (kilo Watt hour) and will be the proportional share of the energy generated by System One. (e.g. if a customer invested in 3 solar panels out of a total of 200 then the credit will be for 3/200 of the generation from the entire Solar Garden).
6. The energy will be valued at the prevailing rates during the period in which it was generated-(e.g. if a rate change occurs in a given month the value will be prorated to match the number of days at each of the rates).
7. The term of this contract will be for a period of 25 years, the start date will be the date that System One is deemed fully operational by Nelson Hydro, the anniversary date will be the same date every year thereafter, and the end date will be 25 years from the start date.
8. Nelson Hydro will perform the required repairs and maintenance for the 25-year contract from start date to the end date.
9. For the System One project, the distribution system losses and costs for moving energy from the solar array to the customer metering point will not be deducted from the generation credit.
10. The solar investment credit can be transferred to any Nelson Hydro account, subject to a \$25.00 Processing Fee payable by the transferee account.
11. The Customer has not relied upon any information or advice from the City of Nelson/Nelson Hydro as to the prudence of the customer's participation in the Nelson Solar Garden – System One project, or whether or not the investment of solar energy will make the customer eligible for any other benefits, or become subject to any other costs, including but not limited to tax credits or tax liabilities.
12. The Customer acknowledges and agrees that the City of Nelson/Nelson Hydro is not responsible for any loss that results from any breach by the Customer of this agreement.