

New Westminster Urban Solar Garden PRE-SALE PURCHASE AGREEMENT



Solar credit will be issued to:

New Westminster Electric Utility Customer Name

Civic Address

Business Name (if applicable)

Email

New Westminster Electric Utility Account Number

Primary Phone

Number of Panel Subscriptions

Total Deposit Amount (\$500 per panel)

1 panel subscription = 345 W | Subscription Limit: Maximum 10 panels per account number.

Payment Method:

Cash, Cheque or Debit

Online Payment (New Westminster Electric Utility Account)

Check all that Apply:

Resident

Business

Non-Profit

Gift

If you applying the solar credit to the above customer as a gift, please add your contact information here:

Name

Email

Phone

By signing, you agree to the New Westminster Urban Solar Garden Terms and Conditions which form part of this Purchase Agreement

_____ Date

_____ Customer Name

_____ Customer Signature

The customer acknowledges that The City of New Westminster/New Westminster Electric Utility 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:

Amount Paid: _____

Payment Method: _____

Date _____



Definitions

1. “New Westminster Urban Solar Garden”, “Urban Solar Garden”, or “USG” refers to the voluntary program offered by the City of New Westminster and the New Westminster Electric Utility, which applies a monetary credit to the subscriber’s utility bill, based on electricity produced from the installed solar photovoltaic (PV) array.
NOTE That the Urban Solar Garden may consist more than one civic rooftop photovoltaic array, depending upon community interest and participation.
2. “Subscriber” refers to the eligible individual or organization who accepts the terms and conditions contained within this Purchase Agreement.
3. “Subscription”, “Panel Subscription”, or “Panel”, refers to subscriber’s share of the total annual generation capacity of the Urban Solar Garden.
4. “Solar Credit” refers to the monetary deduction applied to the subscriber’s utility bill as part of their participation in the Urban Solar Garden program.

Eligibility

5. The solar credit will only be applied to a New Westminster Electric Utility account holder.

Agreement Details

6. The term of this purchase agreement will be for a period of 25 years, starting from the date the Urban Solar Garden is deemed operational by the New Westminster Electric Utility. The anniversary date will be the same date every year thereafter and the end date will be 25 years from the start date.
7. This Purchase Agreement is for a subscription into the New Westminster Urban Solar Garden, and entitles the subscriber to a solar credit on their utility bill, based on their share of the total annual generation capacity.
8. Solar credits applied to an electrical bill will be applied twice per year, starting six months after the Urban Solar Garden is deemed operational by the New Westminster Electric Utility.
9. Solar credits will be based on the total electricity generated by the Urban Solar Garden, measured in kilowatt hours (kWhs), and will be in proportion to the subscriber’s share of the total generation capacity, but in no case will a subscriber be entitled to a solar credit that exceeds the subscriber’s total annual electricity bill for the year.
10. Electricity generated by the Urban Solar Garden will be valued based on the prevailing electric rates in which it was generated. Electricity will be metered on a monthly basis and the value of that energy will be credited to the customer accounts annually.
11. Projected electricity production potential of the Urban Solar Garden PV array(s) is used for estimation purposes, and will not be used to calculate solar credits to subscribers, unless otherwise stated. Neither the City nor the Electric Utility has made any representations or warranties with respect to the amount or value of electricity the USG will generate or the amount of credit any subscriber will be entitled to as a result of the subscriber’s investment in the USG.
12. Solar credits will be applied to the subscriber’s New Westminster Electric Utility Account as long as the customer holds a New Westminster Electric Utility account.

13. A \$500.00 payment per panel subscription will be collected if this Purchase Agreement is signed during the defined Pre-Sale period. The payment will be refunded only if the City elects not to proceed with the Urban Solar Garden. Otherwise, the balance of the total subscription price will be invoiced and due within net 30 days of the invoice date. If the balance is not paid by the due date, the subscription to the Urban Solar Garden will be cancelled. If the final costs of subscription are less than \$500 per panel subscription, the difference will be refunded to the subscriber's utility bill.

Ownership, Operation, and Maintenance

14. All physical equipment and technology of the Urban Solar Garden, including but not limited to solar PV panels, inverters, monitoring devices, racking equipment, and other electrical equipment required for the installation, operation, and or maintenance of the physical solar PV arrays are the sole property of the City of New Westminster and the New Westminster Electric Utility.
15. New Westminster Electric Utility will perform the required repairs and maintenance for the 25-year contract from start date to the end date. Maintenance costs associated with the Urban Solar Garden will not be applied to the subscriber.
16. In any instance in which the solar PV array is required to be disconnected for maintenance, repairs, or upgrades, for the Urban Solar Garden or any other work that impacts the production of the Urban Solar Garden as part of ongoing or future work conducted by the City of New Westminster or New Westminster Electric Utility, the estimated electricity production for the period in which the array is not operational will be credited.

Transferability

17. Subscriptions to the Urban Solar Garden can be transferred to any New Westminster Electric Utility account, but only with the written consent of the New Westminster Electric Utility, and subject to a \$25.00 Processing Fee payable by the transferor account.
18. The consent required in s. 17 will not be given unless the transferor acknowledges that all ownership and subscriptions associated with this agreement, are forfeited by the transferor and given to the transferee, and the transferee agrees to assume the transferor's obligations under this agreement.

Cancellation

19. Should the customer wish to cancel this Purchase Agreement before the end of the agreement period, the City of New Westminster and the New Westminster Electric Utility can facilitate the transfer of the agreement to a potential transferee. Agreement rules for Transferability apply in this case.
20. Upon cancellation, the subscriber acknowledges that their subscription, solar credits, and participation in the Urban Solar Garden are terminated.
21. If a subscriber is no longer a New Westminster Electric Utility account holder due to any circumstances, the contract is considered cancelled and subject to the Transferability and Cancellation rules above.

Other

22. The Customer has not relied upon any information or advice from the City of New Westminster/New Westminster Electric Utility as to the prudence of the customer's participation in the New Westminster Urban Solar Garden, or whether or not the annual solar credit 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.