

## COMMUNITY SOLAR RIDER FOR RATE 1, 11, 14, OR 2

### Availability

This rider is available in conjunction with Tri-County Electric Cooperative's Residential Rate 1 and Rate 11 and the Cooperative's Small Commercial Rate 14 and Rate 2. All retail members who subscribe to the cooperatives' community solar generating system can receive service under this rider.

This rider is available as long as community solar capacity is available not to exceed five (5) blocks per account. "Block" means 1 kilowatt (kW) of electricity.

### Rate Per Month

The applicable rate per month shall be from the appropriate rate schedule as referenced in the Availability section above. The monthly bill shall be determined as follows:

For electric service under a standard, non time-of-use rate schedule (Rates 1, 11, 14, or 2):

1. The facilities charge shall be determined and billed as set forth in the applicable rate schedule as described in the Availability section above.
2. A Subscriber's monthly Production Credit is calculated by multiplying the Solar Farm's Metered Output by the Subscriber's Proportionate Share (defined below). The product of this calculation is then multiplied by the approved all-kWh charge per kWh in the schedules for GENERAL SERVICES Rates 01, 11, 14 or 02 to determine the monthly Production Credit. This credit is then applied to the Subscriber's billing statement. Subscriber shall not be entitled to a Production Credit in any given billing period that exceeds the Subscriber's consumption for that billing period (such excess Production Credit being carried over and applied to Subscriber's bill for the following month, with all carryover credits reset to zero on June 1 of each year), and in no event, shall the Production Credit exceed the credit calculated using the Maximum Block Allowance.
3. A "Subscriber's Proportionate Share" is the portion of the rated electrical output of the Solar Farm to which Subscriber has purchased a Subscription, expressed as the following fraction:

$$\frac{\text{\# of Blocks purchased by Subscriber} \times \text{kilowatts per Block}}{\text{Total rated output in kilowatts of Solar Farm}}$$

Thus, if the Subscriber purchased three Blocks of a 240-kilowatt solar farm, and

each Block is one kilowatt, Subscriber's Proportionate share would be  $(3 \times 1)/240$ , or 0.0125.

4. Total energy in kilowatt-hours billed to members shall never be less than zero. For any billing month during which excess energy exceeds the member's usage in total, producing a net credit, the respective energy charges for the month shall be zero. Credits shall not offset the facilities charge for the applicable rate schedule.
5. Excess energy not used in the current billing month to reduce billed kilowatt-hour usage shall be accumulated and used to reduce usage in future months; however, any accumulated excess energy not used to reduce billed kilowatt-hour usage shall be reset to zero each June 1. Excess energy delivered prior to June 1 will only be used to reduce usage provided by the Cooperative prior to June 1.
6. There will be no compensation paid to the retail member for excess energy granted to the Cooperative.

### **Definitions Section**

#### **Minimum Charge**

The monthly minimum charge shall be the basic facilities charge plus the demand charge, if any, as stated in the applicable rate.

#### **General Provisions**

1. To qualify for this rider, the retail member must first qualify for and be served on one of the rate schedules as described above in the Availability section. The member must also meet all other qualifications as outlined in the Availability section.
2. All provisions of the applicable residential or commercial rate schedules described above will apply to service supplied under this rider.
3. The retail member must execute a Community Solar Subscription Application and pay all applicable fees.
4. Subscriber acknowledges and agrees it has no rights in or claims to Renewable Energy Credits ("RECs"), or any credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, resulting from the avoidance of the emission of any substance to the air, soil or water at or by Cooperative generating facilities through reduced generation of energy or other savings or

offsets on account of the Solar Program (“Environmental Attributes”). Subscriber will not claim rights to or ownership of any Environmental Attributes or RECs.

### **Special Provisions**

The Cooperative will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the member pays the difference in costs between non-standard service and standard service or pays to the Cooperative its normal monthly facility charge based on such difference in costs.

The Production Credit may vary significantly from month to month based on weather, climatological and other conditions, and further that the Solar Farm may, from time to time, become subject to physical damage, equipment failure and other events that may degrade the Solar Farm’s efficiency. Excepting a failure to repair or maintain the Solar Farm occasioned by the gross negligence, willful, wanton or intentional misconduct of Developer (or a third party contracted by Developer to conduct such maintenance) as determined in Cooperative’s sole and absolute discretion, Cooperative shall be under no obligation to issue any refund or credit to Subscriber based on the efficiency or output of the Solar Farm. In no event shall a refund or credit be issued if solar farm performance is degraded as a result of a Force Majeure Event.

### **Term Of Contract**

The Subscription shall remain in force until, at any time after two years from the effective date of the Subscription, Subscriber ceases to pay the Subscription Fee, or until the termination of the solar program, whichever occurs first. The solar program will terminate twenty (20) years from the In-Service Date.

### **General Terms And Conditions**

The Cooperative’s General Terms and Conditions are incorporated by reference and are part of this rider.

Effective: April 1, 2017