

**2.13 APPROVAL OF CONTRACT TO REQUEST PROPOSALS FOR A
COMMUNITY SOLAR SUBSCRIPTION**

A. SUBJECT

This item is included on the agenda so the Board can consider a contract to request proposals for a community solar subscription.

B. INFORMATION

1. This is in addition to the solar array that the District is currently building. It is not a required addition but a way to potentially reduce the cost of District electric expenses and further support the environment without additional cost.
2. What is a solar subscription?
 - a. Shared Solar Power:
 - i. Instead of an individual solar array, solar fields are built in communities served by the same utility that serves the subscriber.
 - ii. Individuals, businesses, and other entities can subscribe to a portion of the energy produced by these arrays.
 - b. Subscription:
 - i. Subscribe to a share of the solar farm's output via a contract with the community solar provider.
 - c. Energy generation:
 - i. The solar farm generates electricity which is fed back to the grid.
 - d. Bill credits:
 - i. The subscriber's share of the solar farm's production sent to the grid is converted to credits on the subscriber's electricity bill.
3. Why enter an agreement for a solar subscription?
 - a. Allows more access to solar energy without capital commitment.
 - b. This can lead to reduced electricity bills.
 - c. Further support the growth of renewable energy.
4. How much can we expect to save?
 - a. It depends on the contract. Savings can range from 7%-15%
5. Why is a third party involved?
 - a. The contract presented is a contract to utilize the expertise of Usource, a company that acts as an agent for the District in pursuit of solar subscriptions. We do not pay Usource any fees. The

District enters into a subscription agreement, the field that holds the subscription pays Usource.

6. After reviewing contracts for any solar subscriptions, a recommendation will be presented to the Board for review and approval.

C. RECOMMENDATION

The Superintendent recommends that the Board approve the contract with Usource to request proposals for solar subscriptions.

D. SUGGESTED MOTION

This item will be included in the suggested motion on the Consent Agenda.



Community Solar Consulting Service Agreement

This Community Solar Consulting Service Agreement, including Attachments A, B, and C, (collectively, "Agreement") is entered into by and between Usource, L.L.C., a Delaware limited liability company ("Usource"), and Woodstock CCSD 200 ("Client"), and will be effective as of the Effective Date set forth in the signature block. Usource and Client are collectively referred to as the "Parties".

Client wishes to engage Usource to act as Client's consultant in connection with Client's participation in a community solar program pursuant to the terms and conditions set forth herein.

In consideration of the promises contained in this Agreement and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

1. Rights and Obligations of Client

- a) During the term of this Agreement, Client hereby appoints Usource as its exclusive broker for the solicitation of community solar resources on Client's behalf and in connection therewith grants Usource the exclusive authority to solicit community solar supply contracts on behalf of Client for those accounts which Client has designated to Usource ("Accounts"), as set forth on Attachment A, attached hereto and incorporated herein. In performing services for Client, Usource will be acting at all times as an independent contractor and not as an agent or employee of Client. Nothing contained in this Agreement will place the Parties into a relationship of partners, joint ventures, principal-agent, or employer-employee, and neither party will have any right to obligate the other in any manner whatsoever, nor represent to third parties that it has any right to enter into any binding obligation on the other party's behalf, except as otherwise expressly agreed in writing.
- b) Client agrees to make available to Usource upon its request information regarding Client's creditworthiness and historical and projected energy requirements (collectively, "Client Data") to enable Usource to perform community solar brokerage and consulting services for Client hereunder, including but not limited to: (i) Client's tax identification number; (ii) Copies of recent utility bills for each Account; (iii) Signed authorization form(s) to access utility historical usage; (v) Client's current energy supplier; (vi) Copy of existing supplier agreement; (vii) date that Client wants to begin receiving community solar, (viii) historical usage, (ix) planned future usage, and (x) audited financials (if required by a community solar developer).
- c) Client authorizes Usource to discuss with the utility and or supplier on behalf of Client issues pertaining to energy supply, transmission, transportation, distribution, and billing services.
- d) Clients agrees to forward to Usource all proposals received directly from each community solar supplier related to the delivery of community solar during the term of this Agreement and to instruct such community solar supplier that Usource has been engaged to procure community solar on behalf of the Client.
- e) Client, at its sole discretion, will enter into community solar supply contract(s) directly with supplier(s). Usource shall not be a party to any such community solar supply contracts.
- f) Client represents and warrants that Client is not under a contractual obligation to participate in a community solar program from, by, or through any third-party with respect to the Accounts for the period of time designated by Client to Usource hereunder.
- g) Client represents and warrants that it has all requisite power and authority to enter into and perform under this Agreement and that this Agreement is enforceable against Client in accordance with its terms.
- h) Client acknowledges that Usource will collect a transaction fee from community solar suppliers for community solar supply contract(s) brokered by Usource and executed by Client. Client agrees that should Client consummate a community solar participation agreement for one or more of the Accounts which agreement is not brokered by Usource without first terminating this Agreement in accordance with section 3 herein, Client shall pay to Usource the fee which Usource otherwise would have collected.
- i) Client agrees to keep the terms and provisions of this Agreement, as well as any subsequent community solar participation agreement(s), confidential except to the extent required by law to disclose such information.

2. Rights and Obligations of Usource

- a) Usource agrees to perform the Services as more fully described in Attachment B, attached hereto.
- b) Usource and Client may agree to have Usource provide additional energy-related products and services, the scope and price of which would be set forth in a detailed Attachment C, executed by both parties, an example of which is attached hereto. If no such detailed Attachment C is executed by the parties and attached hereto, Usource shall not be required to provide any additional products or services.
- c) Usource represents and warrants that it has all requisite power and authority necessary to enter into and perform this Agreement, and that this Agreement is enforceable against Usource in accordance with its terms.
- d) Usource is acting solely as a broker for Client under this Agreement and shall have no liability for any failure or alleged failure of any supplier to perform any or all of its obligations under a community solar participation agreement between Client and such supplier.

3. Term and Termination

- a) The term of this Agreement will begin on the date Usource executes it and will expire one year after the Effective Date set forth in the signature block, subject to the earlier termination in Section 3(b) below ("Initial Term"). The Initial Term will be automatically extended on an annual basis unless a Party notifies the other Party, at least thirty (30) days in advance of the expiration of the Initial Term, that the Agreement will not renew after such expiration ("Renewal Term"). The first Renewal Term, if any, and each Renewal Term thereafter, if any, will automatically be extended on an annual basis unless a Party notifies the other Party, at least thirty (30) days in advance of the expiration of the Renewal Term, that the Agreement will not renew after such expiration. The Initial Term, along with the Renewal Terms, if any, shall collectively be referred to as the "Term" of this Agreement. Notwithstanding the foregoing provisions, the Term shall be automatically extended if, and to the extent, the expiration date (if any) for Services under a SOW falls after the end of the expected Term.
- b) Either party may terminate this Agreement at any time, with or without cause upon ninety (90) days non-electronic written notice.
- c) Notice to Client or Usource shall be sent to the applicable address provided in the signature block.
- d) Notice of termination shall be delivered by hand delivery or overnight courier and shall be deemed effective upon the date of delivery indicated on the delivery receipt.

4. LIMITATION OF LIABILITY

- A) **USOURCE'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, AND THAT OF USOURCE'S AGENTS, AFFILIATES, PARENTS, REPRESENTATIVES, AND EMPLOYEES, IS LIMITED TO THE AMOUNT OF UP TO TWELVE (12) MONTHS OF THE FEES COLLECTED BY USOURCE WITH RESPECT TO TRANSACTIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL USOURCE HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSSES RESULTING FROM CHANGES TO ENERGY COSTS, ANTICIPATED SAVINGS, BUSINESS, CONTRACTS, REVENUE, TIME OR GOODWILL.**

5. JURY TRIAL WAIVER

- a) **THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES BY USOURCE HEREUNDER.**

6. No Promise or Guaranty of Savings or Reduction; Disclaimer of Warranty

- a) USOURCE does not make, and nothing herein shall be construed as making, any guaranty, promise, warranty, or representation that Client will experience savings or reduce its energy consumption with respect to any services in this Agreement. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH HEREIN, USOURCE disclaims all WARRANTIES, REPRESENTATIONS AND GUARANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE SERVICES. Savings and reductions in costs and usage are dependent upon a number of factors outside of USOURCE's control, including market commodity prices, changes in regulations, taxes and tariffs, cost of transmission, transportation and distribution of energy by pipelines and utilities, Client's creditworthiness, Client's operations and usage

behavior.

7. Market Risk Disclaimer

- a) Notwithstanding any provision in this Agreement to the contrary, the following terms apply: Client makes its own independent decision to procure community solar, develop its risk policy and tolerance to market price risk, enter into community solar supply agreements and to execute community solar purchases thereunder. Client acts on its own account to determine if any such purchase is financially appropriate for it regardless if that determination is based on its own judgment or on any advice Client may obtain from third parties (including Usource). Client is not relying and shall not rely on communications, information, or explanations of any type from Usource, as trading advice, legal advice, investment advice or an endorsement to take any specific action or withhold action. No communication from Usource, regardless of form, is an assurance or guarantee as to the expected results under the Agreement. Neither Party acts as a fiduciary or advisor to the other Party with respect to the Agreement or its underlying purchases. Usource and its owners, directors, officers, employees and affiliates shall not be liable in tort, contract or otherwise to Client or any third party for the use, dissemination or reliance on the services, information, and/or advice provided.

8. Additional Energy Related Products

- a) Client authorizes Usource to use and disclose to any affiliate(s) of Usource, and any of their third-party service providers, any Client Data on a confidential basis for the purpose of potentially providing to Client and any of Client's affiliates opportunities to purchase energy-related products or services.

9. General Matters

- a) No waiver of any provision hereof shall be valid except to the extent set forth in a non-electronic writing by the party giving the waiver. No such waiver will constitute a waiver of any other provision or constitute a continuing waiver unless expressly provided. Any provision of this Agreement held to be invalid, illegal or unenforceable will be severed from this Agreement without affecting the validity, legality or enforceability of the remainder of this Agreement. Termination of this Agreement in no way shall restrict Usource from collecting any fees from a community solar supplier for community solar supply contracts brokered by Usource and executed by Client prior to termination. This Agreement constitutes the entire understanding of the Parties with regard to the subject matter hereof and supersedes all prior agreements. This Agreement shall be governed by the internal laws of the State of New York. Each party hereby designates the New York state courts of competent jurisdiction or the United States District Court for the Southern District of New York as the exclusive courts of proper jurisdiction of any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, and venue for any such suit, claim action or other proceedings shall be in the Borough of Manhattan, New York.

Usource, L.L.C

By: _____

Name: _____

Title: _____

Effective Date: _____

Address:

Usource, L.L.C.
One Liberty Lane East, #220
Hampton, New Hampshire 03842

Attn: Managing Director

Client

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Tax ID: _____

Community Solar Consulting Service Agreement

Attachment A: Accounts

Client: Woodstock CCSD 200

The following accounts are designated to Usource:

<u>Service Location</u>	<u>Account Number</u>	<u>Meter Number</u>
14124 W South St	6657084494	
501 W South St	9465029654	
2045-2121 Seminary	9519171177	
720 W Judd St	9665883643	
3215 Hercules Rd	2881603239	
4618 Greenwood Rd	1113849201	
11401 Charles Rd	6315776190	
3000 Raffel Rd	8446600545	
112 Grove St	9880127345	
620 Dean St	4823997441	

Please use additional copies of Attachment A, if required.

Community Solar Consulting Service Agreement

Attachment B: Scope of Work and Services

Client: Woodstock CCSD 200

This Scope of Work and Services ("SOW") dated as of the Effective Date set forth in the signature block on page 3 of the Agreement, has been executed pursuant to the Community Solar Consulting Service Agreement, by and between Usource and Client. All terms, conditions and provisions of the Agreement are expressly incorporated herein by reference, and Usource's performance of the Services described in this SOW are subject to the terms, conditions and provisions of the Agreement. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed to such terms in the Agreement.

Scope of Work and Services: Usource shall assist Client with the following Scope of Work and Services. Usource will solicit proposals from selected contractors on behalf of Client and evaluate the bids received in response to the solicitation as described below. Usource will help Client evaluate the Community Solar Program and, if feasible, help secure bill credits under the program by performing the following Services. Usource will:

- Educate Client on the Community Solar Program available in their state and utility
- Advise on the benefits and risks of the program
- Develop a Request for Proposal (RFP) to solicit proposals from community solar providers
- Distribute RFP to select group of well-qualified vendors
- Manage communications with vendors and answer questions as needed
- Analyze RFP responses and create a summary report for Client
- Consider key proposal terms, such as:
 - Price
 - Tenor
 - Termination provisions
 - Other provisions impacting risk
- Assist Client in selecting Vendor based on key criteria, including:
 - Overall experience and similar qualifications
 - Market specific experience – permitting, zoning, interconnection, etc.
 - Financing capabilities
 - Confidence in project execution
 - General risk assessment
- Quantify and qualify the value of the offer, highlight any risk
- Meet with Client as necessary to review offers and assist in selecting a vendor
- Review vendor contract and commercial terms with customer (as business advisor, not legal counsel)

Fees, Invoices and Payment: For the Services described in this SOW, Client shall pay Usource as described below:

- Usource will be compensated through a success fee structure. Usource's Fee for providing the Services will be paid by the selected Vendor upon the Vendor's signing of a definitive agreement with the Client.
- Client is not obligated or required to select or contract with a recommended community solar provider.

Usource, L.L.C

By: _____

Usource, L.L.C.
One Liberty Lane East, #220
Hampton, New Hampshire 03842

Name: _____

Title: _____

Effective Date: _____

Client

By: _____

Name: _____

Title: _____

Date: _____

Community Solar Consulting Service Agreement

Attachment C: Additional Energy-Related Products and Services

Client: Woodstock CCSD 200

If Client chooses additional services, the scope and associated cost for the services will be defined in a signed Attachment C or in a separate written, signed agreement.

Example services that can be provided or sourced by Usource include:

- Sustainability strategy and consulting
- On-site solar feasibility, analysis and procurement
- Virtual Power Purchase Agreements
- Electricity and natural gas procurement
- Peak Load Management
- Demand Response
- Renewable Energy Credits
- Distributed Energy Resources, such as solar and CHP
- Energy Efficiency projects such audits, lighting and HVAC replacements
- Utility Invoice Management
- Other energy related consulting services