



CITY OF WASHINGTON, ILLINOIS

City Council Agenda Communication

Meeting Date: October 21, 2024

Prepared By: Jon Oliphant, AICP – Planning & Development Director
Joanie Baxter, CPA – Finance Director

Agenda Item: First Reading Ordinance – Community Solar Program (**Request to Waive Second Reading**)

Explanation: Staff has been approached by our energy consultants, Good Energy, in regard to a Community Solar program that is being offered to eligible communities. The City of Washington qualifies for the program due to our outstanding credit rating which provides for attractive contract terms. The City of Peoria recently approved the program and was offered a 7-year contract with a 12-month cancellation notice provision. The City of Washington has requested the same consideration. The attached agreement is identical to the one that was approved by the City of Peoria. Only a few municipalities around the state have been approached and they have administratively approved these agreements. The City of Washington is fortunate to be in good financial standing in order to be one of those municipalities.

Note that this program does not involve installing solar on City buildings. It is instead a state-sponsored, incentive program to support the development of new solar projects in the area and assist in meeting the state goal of 100% renewable energy by 2050. As indicated in the attached flyer, community solar developers receive incentive payments through the program, which allows them to offer affordable community solar subscriptions to their customers.

As such, the City would be a participant in the program and would receive billing credits based on the amount of electricity generated and would then pay a subscription at a discounted rate to the administrator of the program, Ampion.

Fiscal Impact: **There is no cost to the City to participate in the program.** The savings is projected to be \$40,933 in the first year up to over \$800,000 over a 20-year period.

Recommendation: Staff and Good Energy recommend approval of the agreement. The minimum commitment due to the cancellation clause is 12 months and participation and savings could be reviewed each year to determine continuation in the program.

Action Requested: Recommendation to approve the agreement at the October 21 City Council meeting. Staff, Ampion, and Good Energy recommend the waiving of the second reading ordinance given the limited capacity that is available within the portfolio of the solar farm projects in Illinois. It would allow for the City to obtain favorable agreement terms with the ability to terminate it with a written notice to Ampion at least 12 months prior to the termination date. There is no City financial obligation and the City would save 10% on each of the utility bills during the agreement period. Other municipalities have administratively approved the agreements.

ORDINANCE NO. _____

(Adoption of this ordinance would enter into an agreement with Ampion, PBC, a Community Solar Provider, to purchase electric utility bill credits at a 10% discount during the term of the agreement)

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF AN AGREEMENT WITH AMPION, PBC, TO
SUBSCRIBE THE CITY OF WASHINGTON'S ELECTRICAL ACCOUNT TO A
COMMUNITY SOLAR ARRAY**

WHEREAS, the City of Washington ("City") is a unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City has a Service Agreement with Good Energy, L.P. ("Good Energy") concerning professional energy consulting services; and

WHEREAS, Good Energy recommends the City enter into a Community Solar Subscription Agreement ("Agreement") with Ampion, PBC ("Ampion"), a Community Solar Provider, to purchase electric utility bill credits at a ten percent (10%) discount;

WHEREAS, the Agreement is for an initial term of seven (7) years commencing upon the date the City first receives an invoice for electric utility bill credits and is scheduled to be automatically renewed for additional seven (7) year terms unless terminated by the City or Ampion; and

WHEREAS, the City may terminate the Agreement by providing written notice to Ampion at least 12 months prior to the termination date.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, that:

Section 1. The foregoing Recitals are incorporated herein as findings of the City Council.

Section 2. The City Council hereby approves the purchase of electric utility bill credits under the terms set forth in the Agreement. The Mayor and the City Clerk of the City of Washington are hereby authorized and empowered to make, execute and deliver any and all documents necessary to effectuate the actions contemplated by the Agreement.

Section 3. That this ordinance shall be in full force and effect from and after its passage by a majority vote of the City Council of the City of Washington, Tazewell County, Illinois.

Section 4. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED in due form of law at a regular meeting of the City Council of the City of Washington, Tazewell County, Illinois, on the _____ day of _____, 2024.

Ayes: _____

Nays: _____

Mayor

ATTEST:

City Clerk



ILLINOIS COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

DESCRIPTION OF YOUR SUBSCRIPTION AGREEMENT

- **The Provider under this Agreement.** You are entering into this Agreement with Ampion, PBC, a Community Solar Provider whose business address is 75 Arlington St. Suite 500, Boston, MA 02116 ("Provider"). Provider works with an Owner or Approved Vendor that owns, maintains and operates an existing or soon to be constructed community solar array (the "Solar Facility") to manage the subscriptions for the Solar Facility. The Solar Facility is part of the Illinois Power Agency's Illinois Shines program. Illinois Shines allows Subscribers of the same utility to receive dollar credits on their energy bill, known as Community Solar Production Credits ("Bill Credits"). These credits are associated with electricity produced by this Solar Facility and applied to your utility ("Utility") bill.
- **You are not purchasing energy from the Solar Facility.** You are entering into an agreement with Provider to purchase Bill Credits. You will remain a customer of your Utility. Executing this Agreement and signing the Community Solar Disclosure Form ("Disclosure Form") allows Provider to enroll your Account in a subscription to the Solar Facility. You will be responsible for any outstanding charges on your Utility invoices not offset by Bill Credits.
- **The amount of Bill Credits you receive will vary month to month.** As part of your subscription, you will be automatically enrolled in net metering with your Utility. Your Utility will calculate your Bill Credits based on the value of the Bill Credits available during the applicable monthly billing period and your allocated share of the Solar Facility's production in that monthly billing period. For example: the Provider will allocate to Subscriber a certain portion of Solar Facility's kWAC. The Utility will calculate the value of the Bill Credits based on the total kilowatt hours (kWh) produced by your allocation of the Solar Facility. The Provider will then sell the Bill Credits to you at the discount rate specified below. The amount of Bill Credits will change from month to month due to certain factors such as fluctuations in sunlight. Provider makes no representations concerning the exact amount of Bill Credits which will be available during any billing period.
- **You will pay Provider for all Bill Credits you receive at a 10% discount.** This means that you will have to pay Provider ninety percent (90%) (the "Discount Rate") of the dollar amount of Bill Credits you receive, plus any applicable sales tax. For example, for every \$1.00 of Bill Credits generated by your allocated share of the Solar Facility's production, you must pay Provider \$0.90. Because the amount of Bill Credits will vary month to month, your payment will vary month to month as well. However, the Discount Rate stated above will not vary over the term of this Agreement. You will receive a separate invoice for your community solar subscription each month for these charges. No other charges in this Agreement will change over the term of the Agreement. If your utility adopts utility consolidated billing or net crediting for community solar projects and your Provider, at its discretion, opts into utility consolidated billing or net crediting for community solar projects that you may be allocated to, the charges for your subscription and your discount will be reflected on your utility bill and you will no longer receive a separate invoice from your Community Solar Provider.



If paying by credit or debit card, a convenience fee of up to three and a half percent (3.5%) will be applied by our third-party payment processor. The exact dollar amount of the convenience fee will be displayed on Buyer's invoice. As an example:

- i. Buyer will pay \$90.00 for a \$100.00 bill credit if enrolled in ACH auto-pay.
- ii. Buyer will pay up to \$93.15 for a \$100.00 bill credit if enrolled in credit or debit card auto-pay due to the convenience fee applied by our third-party payment processor.

Buyer may change its payment method from credit or debit card to ACH-auto-pay at any time. If Buyer changes their payment method and is charged the convenience fee for that month's invoice, Seller shall refund the convenience fee to Buyer in the next monthly invoice.

- **Term of this Agreement.** The initial term of this Agreement is seven (7) years beginning with the date of the first Provider invoice issued to Buyer. This Agreement will renew automatically for successive seven (7) year renewal terms unless terminated by you or Provider in accordance with Section 5 or Section 6 below. No fee will be charged for an early termination of this Agreement by Subscriber. Notwithstanding anything to the contrary contained herein, Subscriber may terminate this Agreement by giving Provider at least twelve (12) months prior written notice of termination in accordance with Section 12 of this Agreement, stating the termination date.



COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

You, _____ (“Subscriber”), are entering into this Community Solar Subscription Agreement (“Agreement”) with Ampion, PBC, whose business address is 75 Arlington St. STE 500, Boston, MA 02116 (“Provider”) on _____ “Effective Date”).

By signing this Agreement, you agree to be legally bound to the following terms and conditions:

1. Eligibility, Assignment, Allocation, and Sale of Community Solar Bill Credits.

- a. **Assignment of this Agreement with respect to the purchase and sale of Bill Credits:**
You will provide Provider with a list of Utility Accounts, each of which will participate in the Illinois Shines program as contemplated by this Agreement. Upon allocation of your Utility Account(s) to a Project, this Agreement will be assigned, with respect to such Utility Account(s), to the Owner of the Project. You will be notified via email within ten (10) business days of assignment. Provider will use commercial good faith efforts to allocate your Utility Account(s) to a Project. Neither Provider nor Owner guarantees any such allocation.
- b. **Subscriber’s Allocation.** Your allocation will be sized based on your historical consumption from the Utility and calculated as a percent of the estimated project capacity (“Allocation”). The Allocation will be displayed as a dollar credit toward the electric charges on your utility invoice. You will then receive an invoice from Provider for the Bill Credits at the Discount Rate, saving Subscribers 10% on the portion of the bill offset by the Allocation. Provider may adjust your Allocation from time to time as necessary to meet your consumption needs.
- c. **Calculation of Bill Credits and Bill Credit Discount.** Subject to the foregoing, for each Billing Period during the term of this Agreement, Provider shall allocate, sell, and facilitate delivery of the Bill Credits associated with your Allocation. The Utility will calculate the Bill Credits based on the value of the Bill Credits available during the applicable monthly billing period and the kWhs produced by your Allocation of the Solar Facility in that monthly billing period. Bill Credits will be identified as a separate line item on the bill. In exchange for receiving the Bill Credits, you will pay the Provider an amount equal to the value of such Bill Credits, minus the Discount Rate. Provider makes no representations concerning the exact amount of Bill Credits that will be available during any Billing Period.
- d. **Confidentiality.** You agree that Provider may obtain and review information concerning your electricity usage from the Utility. This information includes, but is not limited to: your electric utility account information, such as consumption history and billing determinants, and online Utility account login credentials. Without limiting Section 4(e), Provider will not disclose this information to a third party unless required by law or unless the third party is obligated to maintain confidentiality of such information and disclosure is reasonably necessary for administration of this Agreement. You may rescind this authorization at any time by terminating the Agreement pursuant to Section 5, below.



- e. **Utility Changes to Your Electric Service Account.** If the Utility changes or modifies your electric service account for any reason, you shall immediately notify Provider of such change or the extent of the modification, as well as provide to Provider a copy of the written notification from the Utility of such change or modification. This Agreement shall be null and void upon notice of any such change or modification under this Section, if such change or modification is deemed to disqualify you by the terms of either the Illinois Shines program or Provider's additional requirements to qualify for purchasing Bill Credits. Provider reserves the right to terminate this Agreement upon notice to you as provided in Section 5(e) below if you fail to notify Provider of any changes or modifications to your Utility electric service account. You will forfeit the right to receive Bill Credits between the date of any change or modification to your electric service account and reinstatement of this Agreement, if applicable.

2. Payment for Community Solar Bill Credits.

- a. **Provider Invoices.** For each billing period ("Billing Period") from when the Utility begins allocating Bill Credits to your electric service account until the end of this Agreement, Provider shall provide you an invoice ("Provider Invoice") via email. Included in each Provider Invoice will be a line item identifying the payment due for the Bill Credits generated by your Allocation of the Solar Facility for such Billing Period, plus the amount of any sales tax payable by Provider with respect to such Bill Credits. No security deposit is required.
- b. **Payment.** Your payments to Provider of amounts invoiced under this Agreement shall be due and payment shall be made within thirty (30) days after Provider provides you with the Provider Invoice for such amounts. You may enroll to make automatic payments by automated clearing house (ACH) or credit card payments. Automatic payments will be processed beginning ten (10) days after invoice issuance.

If paying by credit or debit card, a convenience fee of up to three and a half percent (3.5%) will be applied by our third-party payment processor. The exact dollar amount of the convenience fee will be displayed on Buyer's invoice. As an example:

- i. Buyer will pay \$90.00 for a \$100.00 bill credit if enrolled in ACH auto-pay.
- ii. Buyer will pay up to \$93.15 for a \$100.00 bill credit if enrolled in credit or debit card auto-pay due to the convenience fee applied by our third-party payment processor.

Buyer may change its payment method from credit or debit card to ACH-auto-pay at any time. If Buyer changes their payment method and is charged the convenience fee for that month's invoice, Seller shall refund the convenience fee to Buyer in the next monthly invoice.

- c. **Utility Consolidated Billing.** Should your utility adopt utility consolidated billing or net crediting and your Provider, at its discretion, opts into utility consolidated billing or net crediting for community solar projects that you may be allocated to, you will not receive a separate invoice from the Owner. Instead, you will only receive your utility invoice,



which will reflect your savings of 10% of the monetary value of the Bill Credits allocated to your account. For example, if your Bill Credit is worth \$100 and your subscription rate is 90%, your utility invoice will reflect a \$10 credit. Your utility will pay Provider the value of the Bill Credits minus an amount equal to the Discount Rate times the value of Bill Credits, minus an administrative fee. the Discount Rate. You should continue to pay your utility invoice as you have in the past.

- d. **Late Fee.** In the event you fail to pay any undisputed amount due hereunder by the date on which payment of such amount is due, Provider shall be entitled to charge you a late fee on such unpaid amount at a rate equal to the lesser of twelve percent (12%) per annum or the maximum rate allowed by law.
- e. **Credit Inquiry.** In connection with the transactions contemplated by this Agreement, you may be required to undergo a soft credit inquiry. You authorize Provider and its representatives (including Ampion, Inc.) to make such credit inquiry, and you authorize Provider and its representatives (including Ampion, Inc.) to share the results of your credit inquiry with each other. You understand that soft credit checks will have no impact upon credit.

3. Mutual Cooperation/Dispute Resolution/Complaints.

- a. **Amount Billed, Notice of Dispute.** If you, in good faith, dispute an amount billed by Provider as provided in this Agreement, you shall notify Provider of the basis for the dispute no later than the fifth (5th) business day after your receipt of the applicable Provider Invoice. The Parties agree to seek resolution in good faith. During the period in which the Parties are resolving the dispute, you shall not be required to make any payment on the disputed Invoice and the Provider shall not charge any late fee in connection with such Invoice. Within thirty (30) days after the resolution of the dispute, any required disbursements or payments shall be made to you or Provider, as applicable.
- b. **Amount Paid, Notice of Dispute.** If you, in good faith, dispute an amount paid to Provider as provided in this Agreement, you shall notify Provider within six (6) calendar months from the date of such payment. The Parties agree to seek resolution in good faith. Within thirty (30) days after the resolution of the dispute, any required disbursements or payments shall be made to you or Provider, as applicable.
- c. **Other Complaint, Notice of Dispute.** If you, in good faith, wish to file any other complaint or dispute with Provider, you shall do so via written notice or electronic mail as soon as possible. You may also file a complaint relating to this Agreement at any time with the Illinois Shines Program Administrator using the contact information listed in Section 13 of this Agreement.
- d. **Written Report.** You may, at any point during a dispute or complaint resolution process, request a written report from Provider detailing all attempts to resolve the complaint or dispute.
- e. **Arbitration.** Subject to the last two sentences of this paragraph, the Parties agree that if



any dispute, claim or disagreement arising out of or relating to this Agreement (a "Dispute") cannot be resolved pursuant to the procedures described above, a Dispute shall be resolved exclusively by arbitration. The arbitration, including the selecting of the arbitrator, will be administered by JAMS Inc. ("JAMS"), under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the Parties within thirty (30) days of the commencement of the arbitration or, should the Parties not reach agreement within thirty (30) days, pursuant to the Rules. The Parties delegate to the arbitrator sole power and authority to determine challenges to his or her jurisdiction and authority to resolve any dispute regarding the existence, scope, or validity of this Agreement and any issue of procedural or substantive arbitrability. This Agreement and any arbitration pursuant thereto shall be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either Party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. Each Party will bear the expense of its own attorneys, experts, and witnesses, regardless of which Party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other Party. Subject to clause (iv) below, the arbitration shall be held in Chicago, IL. The Party bringing the claim can choose to proceed by way of binding arbitration pursuant to JAMS' rules or, alternatively, can bring an individual action in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures) within the scope of such court's jurisdiction. If any such individual action is transferred or appealed to a different court, however, the opposing Party may elect arbitration and, if it does so, the Parties agree that the matter will be resolved by binding arbitration pursuant to the terms of this Agreement.

- i. Only Disputes involving the Parties may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a Party. If either Party arbitrates a Dispute, neither Party, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on either Party's behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between the Parties.
- ii. The arbitrator shall only have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change, alter the terms of this



Agreement or award relief or remedy specifically limited by this Agreement, or to make any award that would extend to any transaction other than the transaction between the Parties under this Agreement. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between the Parties. The arbitrator's award will consist of a written statement stating the disposition of each claim. The award will also provide a concise but specific and supported written statement of the essential findings and conclusions on which the award is based.

- iii. BECAUSE THE PARTIES HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES AND AS PROVIDED EXPRESSLY HEREBY. FURTHER, NEITHER PARTY SHALL HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT THE PARTIES WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
 - iv. If you are an individual consumer qualifying for the "JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness": (A) if you initiate arbitration against the Provider, the Provider will bear all costs charged by JAMS, except you will be required to pay two hundred fifty dollars (\$250); (B) if the Provider initiates arbitration against you, it will pay all costs charged by JAMS; and (C) at your request, you may elect for an in-person hearing in your hometown area.
- 4. **Subscriber's Acknowledgments.** You acknowledge and agree to the following terms:
 - a. **Purchase of Community Solar Bill Credits.** You understand that the Solar Facility will deliver electricity to the electric grid and not directly to your premises. The Utility will make all calculations and determinations regarding the amount of the Bill Credits to be applied to your electric account with the Utility. The Provider will submit a Provider Invoice to you for payment of Bill Credits based on your Allocation of the Solar Facility, and accounting for the amount of Bill Credits applied to your electric account with the Utility for the applicable Billing Period. Provider reserves the right to opt into a program, if such a program becomes available with Utility in which you may see these charges and credits consolidated on the Utility invoice. Provider will notify you prior to this change taking effect.



- b. **No Guarantee of Cost Savings.** Subscriber is aware that the Subscriber's net cost of electricity may or may not be reduced as a result of entering into this Agreement, depending on, among other factors, the amount of electricity generated by the Solar Facility and fluctuations in the Subscriber's rates for electricity.
- c. **Subscriber's Bill Credits Are Not Securities.** You acknowledge that:
 - i. Provider makes no warranty or representation concerning the implication of any federal or state securities laws on the transactions contemplated by this Agreement;
 - ii. You are the sole party in interest agreeing to the terms of this Agreement and is acquiring Bill Credits as a commodity for personal consumption for its own account, not for investment or speculation and not with a view to the resale or other distribution thereof, in whole or in part; and
 - iii. This Agreement and the Bill Credits have not been registered under the Securities Act of 1933, as amended, and the regulations promulgated thereunder, or registered or qualified under the securities laws of the state in which you reside or are located based in part upon the representations of Subscriber contained herein.
- d. **Ownership and Environmental Attributes.** You understand that you have no ownership interest in the profits or losses of the Solar Facility and will not otherwise be entitled to any profit related to the Solar Facility or by entering into this Agreement; nor can you claim any environmental, tax or other credits (whether renewable energy, carbon offset, or other), rebates or other subsidies or benefits available to solar arrays or renewable energy sources generally, other than the Bill Credits. You will not claim to have generated or used clean, renewable, or solar energy.
- e. **Data Privacy.** You understand that Provider collects your personal information, including, but not limited to, electric utility account information, such as historical usage, service address, name, online Utility account login credentials, as well as government-issued identification numbers, financial and banking information, and contact information and Provider uses such information only for identification purposes; establishment, maintenance and service of subscriber accounts; communication with subscribers; facilitation of payments; compliance with any government or legal reporting or disclosure requirements; and operation, maintenance and improvement of Provider's business and the products and services Provider provides to subscribers. Provider also shares this information with its subsidiaries, affiliated companies or other third parties that assist Provider in providing you with services under this Agreement. Please visit <https://ampion.net/privacy-policy> for more information.
- f. **Standard Disclosure Form.** You acknowledge and agree that you have been provided the Disclosure Form and will complete and execute the Disclosure Form once you have discussed the Disclosure Form with Provider's representative and asked any questions with respect to the Disclosure Form. You acknowledge that you will not be eligible to



receive Bill Credits until you have returned such completed and executed Disclosure Form to Provider, in addition to this executed Agreement. Your Solar Facility's production projection methodology is as follows: The first step in energy modeling is selecting an industry-accepted meteorological file, ensuring proximity to the project site. Subsequent steps involve identifying roof obstructions, configuring the system with selected modules and inverters, addressing system losses, and finally running and saving the production report in the database. Your Solar Facility subscription production projection can be found in your disclosure form(s) as bundled with this subscription agreement.

- g. **Illinois Shines Brochure.** Pursuant to the Illinois Shines program requirements, Provider is required to provide you a brochure (the "Illinois Shines Brochure"). You acknowledge and agree that you received the Illinois Shines Brochure in either print or electronic form.
- h. **No Guarantee.** YOU UNDERSTAND THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SOLAR FACILITY OR ITS INSTALLATION, THE VALUE OF THE BILL CREDITS, OR ANY SAVINGS REALIZED BY THIS AGREEMENT.

5. Term and Termination of Agreement.

- a. **Initial Term and Renewal Period.** The initial term of this Agreement is seven (7) years (the "Initial Term") and shall commence upon the date Provider issues the first Provider Invoice to you. Upon the expiration of the Initial Term, and unless you request termination, the term of this Agreement shall be automatically renewed for an additional term of seven (7) years under the same terms and conditions stated herein (each, a "Renewal Term"), and shall continue to renew for an additional Renewal Term of seven (7) years at the end of each subsequent Renewal Term unless terminated by either Party upon written notice in accordance with the following clauses in this Section 5.
- b. **Termination by Subscriber.** Notwithstanding anything to the contrary contained herein, you may terminate this Agreement within three (3) business days of signing this Agreement or otherwise by giving Provider at least twelve (12) months prior written notice of termination in accordance with Section 12 of this Agreement, stating the termination date. In the event you provide such notice of termination, you will continue to pay for the Bill Credits allocated to you until the earlier of (i) the termination date or (ii) the date that Provider re-allocates your share of the Solar Facility production from your electric account with the Utility to an eligible replacement subscriber qualified to purchase Bill Credits with the approximately equivalent allocation, at which point the termination of this Agreement shall take effect. There is no fee for any early termination of this Agreement.



- c. **Termination by Provider.** Notwithstanding anything to the contrary contained herein, Provider may terminate this Agreement at any time by giving you written notice in accordance with Section 12 of this Agreement that it will no longer allocate Bill Credits to you. Such notice will specify the date as of which Bill Credits will no longer be allocated, and such date shall serve as the effective date of termination of this Agreement.
- d. **Survival of Provisions.** The obligations of the Parties hereunder which by their nature survive the termination of this Agreement shall survive and inure to the benefit of the Parties including but not limited to Sections 2, 3, 5(d), and 10-13. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the fullest extent permitted by law and shall survive termination of this Agreement, regardless of the reason therefore.

6. **Events of Default.**

- a. Your failure to pay any undisputed sum payable to Provider when due shall constitute an “Event of Default” under this Agreement, except, without limiting Provider’s right to charge a late fee pursuant to Section 2(c), that you shall be entitled to written notice of a late payment on two (2) occasions within any rolling period of three hundred sixty-five (365) consecutive days and such failure shall not be an Event of Default on such occasions if the amount due is received by Provider within five (5) days after your receipt of Provider’s notice of late payment.
- b. Your assignment, transfer, encumbrance, or sale of this Agreement in contravention of Section 7(a) shall constitute an “Event of Default” under this Agreement.
- c. Immediately upon an Event of Default, Provider may, in its sole discretion, terminate this Agreement by giving you written notice in accordance with Sections 5(c) and 12 of this Agreement and allocate and/or assign to a third party the Bill Credits and electricity generated by the Solar Facility allocated to you by the terms of this Agreement.

7. **Subscription Assignment and Change of Utility Service Location.**

- a. **Subscriber’s Rights.** Subscriber may assign this Agreement to another subscriber at a Utility Service Location within the service territory of the same Utility, provided that (1) the subscriber to which the Agreement is assigned is eligible to participate in the Illinois Shines program, (2) the subscriber to which the Agreement is assigned is of a sufficient size and creditworthiness to perform Subscriber’s obligations under the Agreement, and (3) Subscriber gives Provider one hundred twenty (120) days’ written notice of such assignment. You may change your Utility Service Location for which the Bill Credits are applied, so long as
 - i. you provide written notice to Provider, pursuant to Section 12 of this Agreement of the new Utility Service Location at least ninety (90 days) prior to the desired effective date of such assignment,



- ii. the Utility provides electric service to the new Utility Service Location,
 - iii. Provider provides express written consent; and
 - iv. you otherwise continue to qualify under the Illinois Shines program and Provider's additional requirements for the purchase of Bill Credits. If you fail to provide notice within the time period specified in clause (i) above, Provider may charge you for any Bill Credits allocated to the original Utility Service Location prior to the Utility's implementation of such assignment. The change in the applicable Utility Service Location will be effective only upon the Utility allowing Provider to make such change. Provider will not be liable for any Bill Credits lost as a result of any change of Utility Service Location. Once such change becomes effective, the new Utility Service Location you provide (if any) will be deemed to replace the Utility Service Location identified on the signature page hereto as of the Effective Date, and this Agreement shall be deemed amended without any exchange of signatures by the Parties.
- b. **Provider's Rights.** The Provider may assign, transfer, lease or sublease any of its rights or obligations hereunder without the consent of or notice to you.
8. **Force Majeure.** If a Force Majeure Event (as defined in paragraph d, below, of this Section 8) delays or prevents Provider's performance of all or some of its obligations under this Agreement, Provider will be excused from whatever performance is delayed or prevented by the Force Majeure Event, provided that:
- Scope of Suspension.** Provider's suspension of performance of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (for example, when a Force Majeure Event is over, Provider will use commercially reasonable efforts to make any repairs that became necessary because of the Force Majeure Event).
- a. **No Excuse of Obligations.** No Provider or Subscriber obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event; and
 - b. **Notice of Force Majeure Event.** Provider provides notice in accordance with Section 12 to Subscriber of the Force Majeure Event within a reasonable period of time after Provider learns of the occurrence thereof, describing the particulars of the occurrence and the anticipated period of suspension of or delay in Provider's performance of its obligations.
 - c. **Definition.** For purposes of this Agreement, the term "Force Majeure Event" means any event, condition or circumstance beyond the reasonable control of Provider and not caused by Provider's fault or negligence. Force Majeure Events shall include, without limitation, any failure to produce, deliver or receive the electricity generated by the Solar Facility caused by: flood, fire, lightning, earthquake, tornado, hurricane, epidemic, other "Acts of God", war, riot, terrorism, insurrection, sabotage, work stoppage, strike or slow-down, any failure of the electrical grid, any failure of equipment not utilized by Provider or under Provider's control, or any failure of the Solar Facility to produce



electricity not caused by Provider's fault or negligence.

- d. In addition to Force Majeure Events, Provider shall provide notice to Subscriber when the Solar Facility is out of service for more than three (3) business days, through the following means: Provider or its agent will provide notice in accordance with Section 12 of this Agreement within three (3) business days of becoming aware of an outage. The notice will include an estimate of the duration of the outage and an estimate of the production that will be lost during the outage.

9. **Subscriber Right to Termination, Consumer Protections, and Disputes.** Subscriber is entitled to protections pursuant to the Illinois Power Agency's Long-Term Renewable Resources Procurement Plan, including, but not limited to, the right to information regarding the mechanisms available to Subscriber for handling billing questions, disputes, and complaints relating to this Agreement; and contact information for the Illinois Shines Program Administrator which you may use to seek assistance in the event you have a dispute with Provider or complaint against Provider. Such contact information for the Program Administrator is as follows:

Program Administrator: Energy Solutions
 Illinois Shines Website: www.illinoisshines.com
 Complaint Center Website:
<http://illinoisshines.com/community-solar-complaint-center/>
 Email: admin@illinoisshines.com
 Ph.: 1-(877)-783-1820

Any notice of cancellation of this Agreement by you pursuant to paragraph e of Section 5 of this Agreement shall be given in accordance with the provisions of Section 12 of this Agreement, below. You should reference Provider's legal name as listed in this Agreement when contacting the Program Administrator and not any other branding or marketing name.

10. **Miscellaneous.** This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement, and there are no other agreements, written or oral, between the Parties regarding the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, all of which shall be deemed but one agreement. This Agreement shall be governed by the internal laws of the State of Illinois, without regard to the conflicts of laws principles thereof. Except as expressly provided herein, this Agreement may not be amended except pursuant to a writing executed by both Parties. No delay or failure by any Party in enforcing any of such Party's rights hereunder shall be deemed a waiver of any such right.
11. **Limitation on Damages.** Notwithstanding anything to the contrary contained in this Agreement, the liability of either Party or its affiliates to the other Party arising under or in connection with this Agreement shall be limited to actual, direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.



12. **Notice Provisions.** You warrant possession of a valid and active email address. All notices of any kind which either Party is required or desires to give to the other Party in connection with this Agreement shall be in writing, via electronic mail, shall be effective upon delivery, and shall be, delivered or transmitted electronically, in each case to the electronic mail address, as applicable, specified below for such Party or such other address or electronic mail address as such Party may, after signing of this Agreement, designate to the other Party by notice in accordance with this Section 12:

To Provider:

Ampion Renewable Energy
75 Arlington St. STE 500
Boston, Massachusetts 02116
Telephone No: (800) 277-3631

Attention: Ampion Renewable Energy
Email: help@ampion.net

To Subscriber:

Name: City of Washington
Address: 301 Walnut St.
City/State: Washington, IL
Zip code: 61571
Telephone No: (309) 444-3196
Email: jbaxter@ci.washington.il.us and joliphant@ci.washington.il.us

13. **Additional Contact Information.** For additional information about the Illinois Shines Program or to submit complaints relating to this Agreement to the Illinois Power Agency or Illinois Commerce Commission:

Illinois Power Agency

Tel. (312) 814-8106 (general information)
<http://www2.illinois.gov/sites/ipa/>
<http://illinoisabp.com/community-solar-complaint-center/>
(Community Solar Complaint Center)

Illinois Commerce Commission

Tel. (217) 782-7295 (general information)
1-800-524-0795 (Consumer Affairs –complaints)
www.icc.illinois.gov



IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by or on behalf of the Parties as of the Effective Date.

AMPION, PBC

By: 
DocuSigned by:
90A411E7384E46A...

Name: Nathan Owen

Title: CEO

Date: 4/6/2022

SUBSCRIBER:

By:

Name:

Title:

Org:

Date:



Authorization Agreement for Recurring Online Payment

A. Instructions

- 1. This form is required to authorize Solar Farm Owner ("Owner") and/or its affiliates, successors and/or assignees to:
 - Establish a Designated Payment Account for payment of recurring monthly Community Distributed Generation Credit Payments ("Bill Credits")
 - Change the banking or financial institution information on an existing Designated Payment Account.
- 2. By executing this form, you authorize the Owner or its Agent(s) to process automatic payments from the Designated Payment Account you provided during enrollment using the secure online customer portal, pursuant to the **Community Solar Bill Credit Purchase and Sale Agreement**.
- 3. Thoroughly read the Terms and Conditions in Section B before completing this form. The Terms and Conditions in Section B are a part of, and incorporated into, this form. Contact your customer care representative with any questions.
- 4. Retain a copy of this form.
- 5. Complete all required fields identified below and enter payment information in the secure online customer portal.

Buyer Name*	
Address 1*	
Address 2*	
City*	
Zip Code*	

Signature Section. By signing below, you acknowledge that you have received, read, and agree to the incorporated "Terms and Conditions" in Section B and confirm the accuracy of the information provided above.

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Buyer Signature*

Date*



Authorization Agreement for Recurring Online Payment

B. Terms and Conditions

1. I (We) do hereby authorize the Owner or its Agents(s) to initiate monthly recurring payments to my (our) account(s). I further authorize the Owner or its Agent(s) to initiate an adjusting or correcting entry as necessary. This authorization is for all payments due under the Community Solar Bill Credit Purchase and Sale Agreement with the Owner (the "Agreement").
2. If you choose a credit/debit card as the method of payment for your subscription, please note that a convenience fee of up to 3.5% applies. The exact dollar amount of the convenience fee will be displayed on your first invoice. Also, you authorize the Owner or its Agent(s) to process periodic card pre-authorizations to ensure the card remains valid and that sufficient funds will be available prior to billing. You understand that these pre-authorizations will place a temporary hold on funds which will normally expire after several days, the length of the hold being dependent on your card funding institution. If a pre-authorization fails, you agree to provide an alternative Designated Payment Account using the secure online customer portal.
3. This authorization is to remain in full force and effect until the termination of the Agreement.
4. You are obligated to notify the Owner of any changes to your payment information. Notification of such changes to an existing account must be received at least 10 business days prior to the next draft date to be in effect as of that draft date.
5. Under federal law, you have the right to stop an automatic payment. You must give at least three (3) business days oral or written notice to the Owner before the scheduled payment date in order to stop an automatic payment. The Owner shall be required to give email notifications and/or online access to the amount(s) and due date(s). If the above payment dates fall on a weekend or holiday, you understand that the payments may be executed on the next business day.
6. You understand that if your initial payment failed, the Owner may at its discretion attempt to process the charge again within 30 days, any fees associated with non-payment or late payment will be added to your subsequent invoice. No payments due to the Owner will be considered "paid" until the Owner receives the funds in full.
7. The Owner will incur no liability as a result of a withdrawal being dishonored by your financial institution.

Limitation of Liability. You acknowledge and agree that the Owner bears no liability or responsibility for any losses incurred due to any delay in the actual date on which your bank/card account is debited. In order to process the electronic funds transfer, you must have sufficient funds available in the bank/card account provided. Additionally, you are responsible for any fees the account-holding financial institution may charge for electronic payments. You hereby agree to be bound by any rules the account-holding financial institution requires for automatic electronic payments.

Unauthorized Withdrawals. In the event that you believe that an unauthorized withdrawal has been taken from your account, or in the event of any other potential dispute or error, you must immediately notify the Owner at help@ampion.net, or by calling 800-277-3631.

Confidentiality/Security. All information provided on this form and captured in the secure online portal is stored with a third-party Tier 1 PCI Compliant Payment Processor (the highest level of security). All



online transactions are processed with point-to-point encryption to protect your sensitive payment information. Ampion does not store your Payment credentials. After verification, Ampion retains tokenized keys that refer to your payment credentials. For compliance reasons, Ampion retains these keys for a period of no less than 180 days after the last payment has settled or you cancel your account, whichever is later. Ampion will honor your request to remove the Payment credential keys, if the request is received in writing to help@ampion.net and subject to the Data Retention policy above.

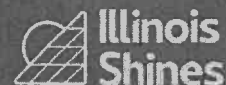
To terminate your authorization or report alleged unauthorized transfers, please contact:

Phone: 800-277-3631

Email: help@ampion.net

Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Community solar developers receive incentive payments through Illinois Shines, which allows them to offer affordable community solar subscriptions to customers.

What Is Community Solar?

Community solar allows participants, also called subscribers, to benefit from solar energy and support renewable energy development without installing panels on their own property.

When you sign up for community solar, you subscribe to a share of a community solar project. You receive dollar credits on your electric utility bill based on how much electricity your share of the community solar project generates. Then you pay a subscription fee to your community solar provider. You can see savings if that subscription fee is less than the bill credits that you use.

Traditional community solar projects in Illinois Shines offer subscriptions to solar projects located anywhere within a customer's utility territory. A new type of community solar project within Illinois Shines is known as "Community-Driven Community Solar" (CDCS). These are community solar projects that provide direct and tangible benefits to the local community. You can ask your community solar provider whether a community solar project is a Traditional or Community-Driven project.

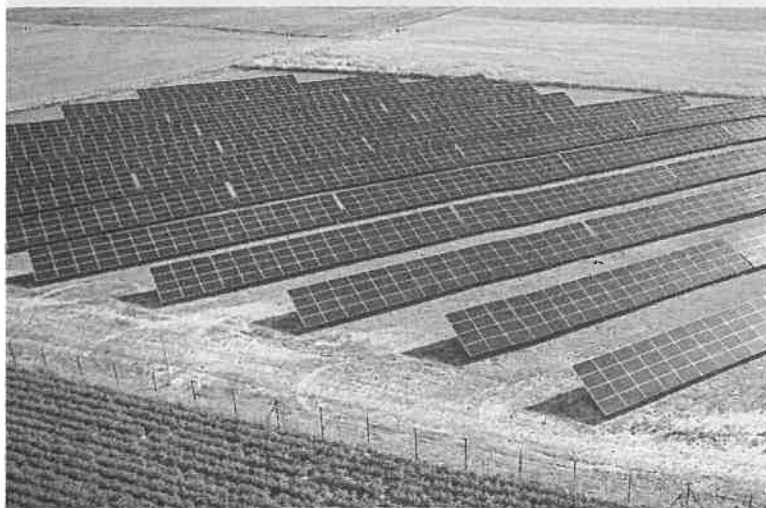
Community solar is not the same as "green" or "renewable" supply offers from an Alternative Retail Electric Supplier (ARES). Signing up for a community solar subscription is not the same as changing your electric supplier, although some community solar providers may require you to choose a specific electricity supply option as a condition of enrollment.

How Do Community Solar Bill Credits Work?

You will receive monetary credits on your electric utility bill based on how much electricity your share of the community solar project generates. Once you subscribe, and the community solar project is operating, it may take a few months before the credits appear on your bill.



You can view an ADA accessible version of this document at www.illinoisshines.com/accessible.



For customers in **Commonwealth Edison (ComEd) territory**, community solar bill credits are applied to your entire electric bill—that is, they can be used to "buy down" all charges on your electric bill. Bill credits roll over month-to-month and only expire if you move out of ComEd territory.

For customers in **Ameren territory**, until November 2023, community solar bill credits are only applied to the supply charges on your electric bill. After November 2023, bill credits will apply to your entire electric bill. Bill credits roll over month-to-month and only expire if you move out of Ameren territory.

When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

How Much Will My Community Solar Subscription Cost?

Subscriptions will vary by community solar project and Approved Vendor. You are not guaranteed to save money unless your contract includes an explicit savings guarantee.

Read your contract carefully to make sure you know what you will be paying and when.



Illinois Shines Program Administrator
admin@illinoisshines.com
(877) 783-1820

Illinois Shines is administered by Energy Solutions on behalf of the Illinois Power Agency, an independent state government agency.

Many community solar subscriptions are priced based on the amount of bill credits that the customer receives. That is, the subscription fee may be a set percentage of the bill credits. For example, your community solar charge might be set at 80% or 90% of the value of the bill credits that you receive. The bill credits (which are based on the amount of electricity generated by your share of the solar project) will vary month-to-month, so the subscription charge will also vary.

If your community solar subscription price is set a different way, make sure that you compare the subscription price and any other fees to the amount of bill credits that you expect to receive.

Carefully review your Disclosure Form and contract to understand other applicable fees, including whether there is a fee for early termination of the subscription.

How Is My Subscription Sized?

Most community solar subscriptions are sized so that the subscription's generation in kilowatt-hours (kWh) roughly matches the customer's electric usage in kWh over the course of the year. Your subscription size will be included on your Disclosure Form. If your subscription size is too large, meaning the subscription size of the project you are subscribed to will produce more kWh of electricity than you use in a year, it is possible that you may pay for more bill credits than you are able to use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

Other Considerations:

Does your subscription require you to authorize the community solar provider to act as your agent with respect to your electric utility account? If so, the community solar provider may pay your utility bills on your behalf and make changes to your utility account.

Does your subscription require you to sign up to receive electricity from a specific electric supplier or utility default service? If so, what rate will you be charged for electricity under that supply option?

Consumer Protection

Your community solar provider is required to provide you with this informational brochure and a standard Disclosure Form, which you must sign before you sign a subscription contract. The Disclosure Form includes information about the Program and consumer rights, contact information for your community solar provider,

and information about costs and savings. Review this form carefully and use it to compare offers from other community solar providers.

Other Illinois Shines consumer protections include:

- You have the right to keep your subscription if you move to a different home or business location in the same utility service territory.
- You also have rights to assign or sell the subscription to another customer within your original utility service territory without having to pay a fee to the subscription provider. Some restrictions apply.
- Illinois Shines sets out requirements for what information and terms must be included in your subscription contract.
- Only Approved Vendors may submit project applications to Illinois Shines; these companies are vetted by the Program Administrator. Your community solar provider may be an Approved Vendor or they may be a Designee who works with customers on behalf of an Approved Vendor. Designees must be registered with Illinois Shines.
- Dedicated Program Administrator staff answer questions and assist customers in resolving complaints.

Complaint Procedures

If you have a problem related to your solar project or the sales process, first try to resolve it with your installer or the Approved Vendor. If you can't agree about how to solve the problem, you may contact the **Illinois Shines Program Administrator** by emailing complaints@illinoisshines.com or by calling 877-783-1820.

If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

CHICAGO: 800-386-5438 | TTY: 800-964-3013

SPRINGFIELD: 800-243-0618 | TTY: 877-844-5461

CARBONDALE: 800-243-0607 | TTY: 877-675-9339

SPANISH LANGUAGE: 866-310-8398

For more information, go to www.illinoisshines.com

Illinois Solar for All, another incentive program, is available for income-eligible customers and includes savings guarantees. Learn more at www.IllinoisSFA.com.