



Community Solar Enrollment

TERMS AND CONDITIONS FOR FAYETTEVILLE PWC COMMUNITY SOLAR PROGRAM

Program Requirements:

1. Applicant must be an active metered PWC electric Customer.
2. Approved Customer may subscribe to a maximum of five panels.
3. A monthly Subscription Fee per panel will be charged.
4. A monthly Bill Credit per panel will be issued.
5. Upon approval, a non-refundable Enrollment Fee per panel will be charged.
6. Subscribers may cancel enrollment at any time.
7. Associated Renewable Energy Certificates (ref. N.C. Gen. Stat. § 62-133.8) and all other environmental attributes (including but not limited to “green tags”) will be retained and retired by PWC, at its discretion.

Subscription:

1. Panels will be issued on a first-come, first-served basis. Once all panels have been reserved, new applicants will be placed on a waitlist for future inclusion.
2. If a Customer discontinues electric service but is moving to a residence within the PWC electric service territory, the subscription can be transferred to the new premise at no charge. An enrolled Customer can assign the enrollment to a new owner of the premise for which the enrollment was initially established by giving written notice to PWC of the proposed date of the transfer. Otherwise the subscription is terminated, and the panel(s) are then available for other PWC electric Customers.
3. The Customer Enrollment Fee, monthly Bill Credit, and Subscription Fee shall be subject to all other applicable billing, payment and service regulations as outlined in PWC’s Service Regulations and Charges. <https://www.faypwc.com/wp-content/uploads/2019/07/ra3-service-regulations-charges-july2019.pdf>
4. The Enrollment Fee, Subscription Fee, and Bill Credit shall be applied in accordance with the current Commission approved Community Solar Rider.
5. Subscription means the contractual arrangement by which the Customer licenses the right to use one or more solar panels under the Community Solar Rider solely for the purposes of determining the Enrollment Fee and Subscription Fee owed to PWC by the Customer and the monthly Bill Credit owed by PWC to the Customer. Subscription implies no right of ownership. All rights to the Program cease to exist upon termination of subscription.

Subscription Fee:

1. The Subscription Fee shall be applied as a bill charge on the Customer’s monthly statement for each subscribed panel.
2. The Subscription Fee shall remain constant for the life of the Program.

Bill Credit:

1. The Bill Credit shall be applied as a credit on the Customer’s monthly statement for each subscribed panel.
2. The Bill Credit shall be adjusted every year, beginning December 2020.

Enrollment Fee:

1. The Enrollment Fee is a sign-up charge per panel.
2. If a Customer chooses to cancel a subscription, the Enrollment Fee is not refunded.

Term:

The PWC Community Solar Program is a 25-year Program. Customers may cancel enrollment at any time with no penalty. Enrollment Fee is non-refundable. PWC reserves the right to discontinue Program or modify Terms and Conditions at their discretion.

Installation and Maintenance:

PWC shall be responsible for the installation and maintenance of the PWC Community Solar site for the duration of the Program.

Customer Dashboard:

A web-based Customer dashboard shall be housed on the PWC website to display the energy produced by the PWC Community Solar site (hourly, daily, weekly, monthly, yearly), weather conditions, and environmental statistics.

Program Communication:

By providing a cellular phone number and an email address, Customer agrees to receive text messages, voice messages and/or emails regarding the PWC Community Solar Program.

Indemnification:

The Customer shall indemnify, defend and hold harmless PWC, their affiliates, and their contractors, officers, directors, employees, agents, successors, assigns, and representatives (collectively, the “Indemnified Parties”) from and against any and all claims, damages, losses, and expenses (including reasonable attorneys’ fees and costs incurred to enforce this indemnity) arising out of the Customer’s participation in this Agreement, except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties.

Warranty Disclaimer / Liability:

Except as expressly stated herein, PWC makes no other representations, warranties, or guarantees (including third-party warranties). In no event shall PWC be liable to the Customer for any special, indirect, incidental, penal, punitive, or consequential damages of any nature in connection with the use of the Customer Portal or participation in this Program. To the fullest extent allowed by law and as part of the consideration for participation in this Agreement, the Customer waives and releases PWC, its affiliates and their contractors, officers, directors, employees, agents, successors, assigns, and representatives from all obligations and for any and all liability or claims arising in connection with this Program, the Customer Portal, or any work or service provided by PWC.

Please expect a follow-up email to confirm approval status.

I have read, understand and agree to the Program Terms and Conditions, disclaimers, limitations of liability and release as it pertains to this Program. I declare under penalty of the laws of the State of North Carolina that all the information provided herein is true to the best of my knowledge. I hereby certify that I am an authorized Customer at the address listed above.

If you would like to cancel enrollment, please contact Customer Programs @ 910-223-4950.