



SMUD Application for Green-e Energy Certification of “SolarShares” in CA.

Application Background and Comment Deadline

SMUD has applied for Green-e Energy certification of its SolarShares program. This new option is a voluntary renewable electricity program offered to its customers in CA. As part of the application process, Green-e Energy is seeking stakeholder feedback on the application and the program as designed for SMUDs electricity customers.

This 21-day stakeholder comment process is your opportunity to weigh in on program design to make sure that the program meets your needs and expectations. Comments will be provided to the applicant and the Green-e Governance Board; the Board will review the application, comments and responses, and consider whether to approve the application for certification of SMUD’s green pricing option in CA as submitted or to suggest changes to the program.

If you choose to submit comments, suggestions or other feedback regarding this application, **please provide them by email to info@green-e.org no later than Monday, December 3, 2018.**

The application materials are provided below, and consist of the following documents:

- Background Information (Formerly Appendix A) that describes the product offering and marketing channels
- Sample Product Content Label, which would provide customers with information on the renewable resources used in the green pricing option
- A sample Price, Terms, and Conditions document that would offer standardized information on pricing and other terms associated with green pricing option

SolarShares will be 100% Solar from solar projects in CA.

For reference, Green-e Energy’s primary governing documents are explained below and links are provided.

- The Green-e Energy National Standard describes the rules for generation facility eligibility, resource types allowed to be used in Green-e Energy certified products, avoidance of double counting, specific rules around electric utilities’ green pricing options. It is available at <http://www.green-e.org/docs/energy/Green-eEnergyNationalStandard.pdf>
- The Code of Conduct and Customer Disclosure Requirements speak to how programs may be marketed, the disclosures necessary for customers and potential customers, language use guidelines and more. It is available at <http://www.green-e.org/docs/energy/CodeofConductandCustDisclosure.pdf>



Energy

Green Pricing Application Form

This form may be used for Renewable Energy Certificate (REC) Certification, Competitive Electricity Certification, and Green Pricing Certification. Please provide the information required below, including which type(s) of certification you are applying for.

Date: 9/10/18

Renewable Energy Product Name:* SMUD's SolarShares® Program

**Please do not include "Green-e", "Green-e Energy" or "Certified" in the product name. If the product is a REC product, do not include "Energy" or "Electricity" in the name unless the name also includes "REC" abbreviated or spelled out.*

Applicant Renewable Energy Seller ("Company") Name: SMUD

Certified Product Type:

Indicate one product type¹ and one or more customer types² that will be able to purchase the product, as well as customer and generation location information (for Renewable Electricity products only).

REC Product Sold by REC Marketer or Electricity Provider

- | | | |
|--------------------------------------|-----|-------------------------------------|
| <i>Single Mix</i> | OR: | <i>Multiple Mix</i> |
| <input type="checkbox"/> Residential | | <input type="checkbox"/> Commercial |
| <input type="checkbox"/> Commercial | | <input type="checkbox"/> Wholesale |
| <input type="checkbox"/> Wholesale | | |

REC Product Transacted by Broker (Multiple Mix only)

- Commercial
 Wholesale

Renewable Electricity Product Sold by Competitive Electricity Supplier

- | | | |
|--------------------------------------|-----|-------------------------------------|
| <i>Single Mix</i> | OR: | <i>Multiple Mix</i> |
| <input type="checkbox"/> Residential | | <input type="checkbox"/> Commercial |
| <input type="checkbox"/> Commercial | | <input type="checkbox"/> Wholesale |
| <input type="checkbox"/> Wholesale | | |

State(s), NERC, RTO, ISO or Balancing Authority where customers are served:

Intended location of generation facilities (must be a region or state included above; or adjacent are with electricity wheeled into customer location):

Please attach a list of zip codes where this product will be available so that we may list this electricity product on www.BuyCleanEnergy.org. (Whole states may be listed if serving all zip codes in that state.)

¹ Define available product types

² Define customer types

Renewable Electricity Product Sold by Electric Utility in Monopoly Market (Green Pricing) Single Mix only (check all customer types that apply)

- Residential
 Commercial

State(s), NERC, RTO, ISO or Balancing Authority where customers are served: CAISO

Intended location of generation facilities (must be a region or state included above; or adjacent are with electricity wheeled into customer location): CA

Please attach a list of zip codes where this product will be available so that we may list this electricity product on www.BuyCleanEnergy.org. (Whole states may be listed if serving all zip codes in that state.)

Contact Information:

Primary Contact Information

Company Name: SMUD	Subsidiary of:
<i>Main Contact Person:</i> Wade Hughes	Address: 6301 S Street
Phone: 916-732-5858	Sacramento, CA 95817
Fax:	MS: A203
E-mail: wade.hughes@smud.org	Website address (where the product with be sold or advertised): smud.org

Additional Contact Information (if different from above contact information)

PMAC/UGPAC Contact ¹ : <u>John Hansen</u>	
<i>E-mail:</i> john.hansen@smud.org	Phone: 916-732-6614
Sales Verification Contact: Chris Brown	
<i>E-mail:</i> Christopher.brown@smud.org	Phone: 916-732-5258
Communications/Marketing Contact: Brigida Harrison	
<i>E-mail:</i> Brigida.harrison@smud.org	Phone: 916-732-5426
Invoicing Contact: Amy Young & Chris Brown	
Mailing address if different from above:	
<i>E-mail:</i> Amy.young@smud.org	Phone: 916-732-5753
Contact for Green-e Marketplace Information ² : NA	
<i>Email:</i>	Phone:

¹ You may list more than one contact to be on the Power Marketers Advisory Committee/Utility Green Pricing Advisory Committee. Quarterly calls to discuss program and market developments are held with these groups. To learn more about PMAC and UGPAC, see http://www.green-e.org/about_who_gov_ac.shtml

² This will often be the individual who acts as the main client relations contact for large commercial purchasers. To learn more about Green-e Marketplace, which is a program to help promote your clients' purchases and claims, see <http://www.green-e.org/marketplace> or contact a Green-e staff member.

Supporting Documents for Green Pricing Certification

Companies offering Green Pricing product must submit the materials required below, which will be shared with stakeholders in the state(s) served by the utility for a 21-day comment period followed by a 10-day review and comment period by the Green-e Governance Board. Stakeholders will be notified by email of a 21-day comment period. Stakeholders include utilities, regulators, renewable energy advocates, and consumer and environmental protection interests who support the creation of green pricing programs by utilities in the relevant state(s). Any interested stakeholder is welcome to comment, and Green-e Energy will encourage stakeholders to circulate the information to any other interested parties for comment. These submitted application materials will also be posted on the Certification section of the Green-e website (http://www.green-e.org/getcert_re_cert.shtml). During and after the stakeholder comment period, you will be given the opportunity to respond to any stakeholder comments.

Certification will be subject to the approval of the Green-e Governance Board. After the 21-day stakeholder comment period, Green-e Energy staff will forward your application materials, any stakeholder comments and your responses to those comments (if any) to the Green-e Governance Board. The Green-e Governance Board will have ten days to reply. If no Board comments are received during that time, the item is deemed approved. If issues are raised by the Board during that time, this may trigger a meeting of the Green Pricing Subcommittee to resolve them, after which Green-e Energy will re-submit the issue by email to the Board as a consent item.

Please submit the following for CRS review and approval:

Program Information

1. A brief (1-2 page maximum) program summary indicating how the Green Pricing Program meets the Green-e Energy criteria.
2. Customer enrollment toll free number: 1-888-742-7683
3. Please indicate the price of the product per kWh: Prices vary based on rate category and contract length.
4. The product will be sold in:
 - blocks of _____ kWh per month
 - percent of the customer's monthly energy use
 - other (please describe below)

The product is sold as a percentage of the customer's annual usage. Those percentages vary depending on the customer's environmental need and/or requirements. Over generation is taken in to consideration when calculating the percentage of SolarShares the customer receives. Individual analysis is performed on customer accounts to optimize the SolarShares allocation.
5. A sample of the Price, Terms and Conditions you will provide to customers regarding the proposed Green-e Energy certified product.¹
6. This tariff has received regulatory approval (if applicable): yes no not applicable

Marketing Plan

7. Number of meters that utility serves that will have access to this product: 600,000
8. List states where product will be marketed as "Green-e Energy Certified": CA
9. Attach a brief description of the marketing plan for Product, including how the product will be sold (sales channel) and advertised (marketing channel): Attached
10. Will product utilize the hub and spoke certification model, as outlined in Section V.E. of the Green-e Energy National Standard? Yes No

¹ For more information on the requirements of the Price, Terms and Conditions, please see *Appendix B: Green-e Energy Code of Conduct and Customer Disclosure Requirements*.

If you selected “yes” above, please attach a list of the participating spoke utilities along with appropriate contact information for each spoke. Please notify Green-e Energy staff of any change(s) to this list of spokes within 30 days of the change(s) being made.

Product Content

11. Attach a description of the facility(ies) that you expect will be used to supply this product, including, at a minimum, the facility location(s), date(s) the facility came on-line, type(s) of facility, and fuel source used (if applicable): Attached

12. Attach a Product Content Label in the format you intend to use for distribution to your customers. Sample Product Content Labels for Green Pricing Products are included in Table 1 and Table 2 of *Appendix B: Green-e Energy Code of Conduct and Customer Disclosure Requirements*.

WREGIS ID	Name
W2450	SPVE Kost 1 - Van Conett - SPVE Kost 1 - Van Conett
W2477	SPVE Boessow 1 - Fleshman - SPVE Boessow 1 - Fleshman
W2481	SPVE Boessow 2 - Fleshman - SPVE Boessow 2 - Fleshman
W2518	SPVE Bruceville 1 - Grundman - SPVE Bruceville 1 - Grundman
W2520	SPVE Bruceville 2 - Grundman - SPVE Bruceville 2 - Grundman
W2521	SPVE Bruceville 3 - Grundman - SPVE Bruceville 3 - Grundman
W2522	SPVE Bruceville 4 - Grundman - SPVE Bruceville 4 - Grundman
W2523	SPVE Bruceville 5 - Grundman - SPVE Bruceville 5 - Grundman
W2524	SPVE Bruceville 6 - Grundman - SPVE Bruceville 6 - Grundman
W2525	SPVE Point Pleasant 1 - Lawrence - SPVE Point Pleasant 1 - Lawrence
W2526	RE Dillard 1 LLC - RE Dillard 1 LLC
W2527	RE Dillard 2 LLC - RE Dillard 2 LLC
W2528	RE Dillard 3 LLC - RE Dillard 3 LLC
W2529	RE Dillard 4 LLC - RE Dillard 4 LLC
W2530	RE Kammerer 1 - RE Kammerer 1
W2531	RE Bruceville 1 - RE Bruceville 1
W2650	RE Kammerer 2 - RE Kammerer 2
W2651	RE Kammerer 3 - RE Kammerer 3
W2652	RE Bruceville 2 - RE Bruceville 2
W2654	RE Bruceville 3 - RE Bruceville 3
W2963	Green Acres Solar Facility 1 - SEAI Twin Cities 1
W2965	Green Acres Solar Facility 2 - SEAI Twin Cities 2
W2972	RE McKenzie 1 - RE McKenzie 1
W2973	RE McKenzie 2 - RE McKenzie 2
W2974	RE McKenzie 3 - RE McKenzie 3
W2975	RE McKenzie 4 - RE McKenzie 4
W2976	RE McKenzie 5 - RE McKenzie 5
W2977	RE McKenzie 5 - RE McKenzie 6
W4977	Rancho Seco 1
W5712	Great Valley Solar 2 - RE Tranquility 8 Verde

Facility Address	City	Facility State	Facility Zip	EIA #
9690 Kost Rd.	Galt	CA	95632	57670
10930 Boessow Rd.	Galt	CA	95632	57671
10930 Boessow Rd.	Galt	CA	95632	57671
10861 Bruceville Rd.	Elk Grove	CA	95757	57669
10861 Bruceville Rd.	Elk Grove	CA	95757	57669
10861 Bruceville Rd.	Elk Grove	CA	95757	57669
10861 Bruceville Rd.	Elk Grove	CA	95757	57669
10861 Bruceville Rd.	Elk Grove	CA	95757	57669
10861 Bruceville Rd.	Elk Grove	CA	95757	57669
6532 Point Pleasant Rd.	Elk Grove	CA	95757	57753
8068 Dillard Rd.	Wilton	CA	95693	57777
8068 Dillard Rd.	Wilton	CA	95693	57779
8068 Dillard Rd.	Wilton	CA	95693	57781
8068 Dillard Rd.	Wilton	CA	95693	57806
10861 Bruceville Rd.	Elk Grove	CA	95757	57778
11281 Bruceville Rd.	Elk Grove	CA	95757	57783
10861 Bruceville Rd.	Elk Grove	CA	95757	57780
10861 Bruceville Rd.	Elk Grove	CA	95757	57782
11281 Bruceville Rd.	Elk Grove	CA	95757	57784
11281 Bruceville Rd.	Elk Grove	CA	95757	57785
3705 Twin Cities Rd.	Elk Grove	CA	95757	57849
3705 Twin Cities Rd.	Elk Grove	CA	95757	57850
12281 McKenzie Rd.	Galt	CA	95632	57816
12281 McKenzie Rd.	Galt	CA	95632	57817
12281 McKenzie Rd.	Galt	CA	95632	57818
12281 McKenzie Rd.	Galt	CA	95632	57819
12281 McKenzie Rd.	Galt	CA	95632	57820
12281 McKenzie Rd.	Galt	CA	95632	57821
14440 Twin Cities Rd.	Herald	CA	95638	60226
-	Cantua Creek	CA	93608	59939

First Operation Date	Fuel Source
12/9/11	Solar
12/9/11	Solar
12/9/11	Solar
12/20/11	Solar
12/20/11	Solar
12/20/11	Solar
12/20/11	Solar
12/20/11	Solar
12/20/11	Solar
12/20/11	Solar
12/30/11	Solar
12/26/20211	Solar
12/26/20211	Solar
12/26/20211	Solar
12/26/20211	Solar
12/20/11	Solar
12/22/11	Solar
2/22/12	Solar
2/22/12	Solar
2/21/12	Solar
2/21/12	Solar
9/1/12	Solar
9/1/12	Solar
11/8/12	Solar
11/8/12	Solar
11/8/12	Solar
11/8/12	Solar
11/8/12	Solar
11/8/12	Solar
11/8/12	Solar
8/11/16	Solar
3/13/18	Solar

UGP Application Attachments

Zip Codes

95608	95639	95690	95816	95826	95837
95610	95652	95693	95817	95827	95838
95615	95655	95742	95818	95828	95841
95621	95660	95747	95819	95829	95842
95624	95661	95757	95820	95830	95843
95626	95662	95758	95821	95831	95864
95628	95670	95762	95822	95832	
95630	95673	95811	95823	95833	
95632	95678	95814	95824	95834	
95638	95683	95815	95825	95835	

Program Information

1. A brief (1-2 page maximum) program summary indicating how the Green Pricing Program meets the Green-e Energy criteria. – **separate attachment**

5. A sample of the Price, Terms and Conditions you will provide to customers regarding the proposed Green-e Energy certified product.¹ – **separate attachment (one for residential and one for commercial)**

Marketing Plan

Commercial - Marketing strategy for Commercial SolarShares will be focused on working with Strategic Account Advisors to meet the specific needs of commercial customers. Customized materials, presentations and offerings will be created for each individual customer.

Residential - Marketing strategy for residential SolarShares will focus on providing SolarShares to a broader set of residential customers with specific focus on Plugged in Families (PIFs) and Renter Millennials. We will utilize digital advertising, targeted emails and social media to reach these customer groups that are heavy digital channel users and prefer digital communication.

SMUD's SolarShares® Program

SMUD's SolarShares program is designed to give eligible customers a solar alternative. The program will extend the benefits of rooftop solar to participants with less risk and cost. Participants in this program will have monthly charges and credits applied without any annual settlement periods. Resizing may occur to ensure that the customer's participation is right sized for their usage.

Summary of Green-e Energy Criteria

SolarShares

SMUD's SolarShares Program (Utility Green Pricing Product) strives to ensure we are meeting our customer's needs by supplying a Green-e Energy certified product. SMUD takes the listed measures below to meet the criteria identified in the Green-E Energy National Standard (version 3.1).

- ❖ Retail Sales - SMUD compiles this data by method consistent with CRS standards
- ❖ Eligible Sources of Supply – SMUD supplies only eligible renewable energy to its customers (solar)
- ❖ Product Specifications – SMUD supplies only eligible vintages that are located in the geographically required areas to our customers and are not double counted/supplied
 - generating facility first operational on or after September 1, 2008 (VREP requirements)
 - supply is generated during the accepted 21 month period (calendar year in which the product is sold, the first three months of the following calendar year, or the last six months of the prior calendar year)
 - RECs come from the defined geographic boundary (WECC)
- ❖ Supply Generators – All generators are Green-e Energy eligible, and as such meet Green-e Energy new date and other eligible requirements
- ❖ Marketing Compliance Review - SMUD will undergo annual Marketing Compliance reviews to ensure all product marketing complies with the Green-e Energy Code of Conduct
- ❖ Product Pricing – only customers enrolled in the SolarShares program pay for the cost to manage the various expenditures

- ❖ Waitlists – SMUD will utilize a waitlist as identified in the Green-e Energy National Standard. Customers will be contacted in the order in which they communicated interest in the program.

In order to assure SMUD is meeting the Green-e Energy's National Standard requirements, SMUD will engage in an annual internal audit of the SolarShares program. SMUD annually verifies and authenticates the Green-e Energy certified sales and resource supply (RECs), retired in the Western Electric Coordinating Council (WECC) WREGIS tracking system database. Verification and recalculation of Green-e the Green-e Product Content Label is also completed during our internal audit.

Residential SolarShares® historic and prospective product content label¹

Residential SolarShares® is sold based on the customer's capacity choice. The information provided only applies to the portion of your SMUD bill covered by Residential SolarShares®. In 2017, Residential SolarShares® was made up of the following new renewable resources averaged annually.

Green-e Energy Eligible New² Renewables in Residential SolarShares®

	2017 Historic		2018 Prospective	
	%	Generation Location	%	Generation Location
Solar	100%	CA	100%	CA
Total Green-e Energy Certified New Renewables	100%		100%	

1. Prospective figures reflect the renewables that we forecast to provide. We will report annually to you in the form of a Historic Product Content Label the actual resource mix of the electricity you purchased. These figures reflect the power delivered to Greenergy Park Plus customers in 2017 and the prospective power delivery for 2018.

2. New Renewables come from generation facilities that first began commercial operation within the past 15 years. This product includes generation from a facility that is approved under a strict set of criteria as repowered and has been approved for extended use by Green-e Energy.

* For comparison, the current average mix of resources supplying SMUD includes: Eligible Renewable (20% (Biomass 11%, Geothermal 1%, Small Hydroelectric 1%, Solar 3%, Wind 4%)), Coal (0%), Nuclear (0%), Oil (0%), Natural Gas (41%), Large Hydroelectric (23%), Other (16%). This resource mix was prepared in accordance with CEC energy almanac available at:

http://www.energy.ca.gov/pcl/labels/2016_labels/Sacramento_Municipal_UTILITY_District.pdf

The average home in SMUD's territory uses 750 kWh per month. [Source: <https://www.smud.org/en/residential/customer-service/information/rate-comparison.htm>].

For specific information about this electricity product, please contact SMUD at 1-888-742-SMUD (7683) or email customerservices@smud.org.



Residential SolarShares® is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

Large Commercial SolarShares® historic and prospective product content label¹

Large Commercial SolarShares® is sold by matching an estimated percentage of your electricity usage annually to commercial SMUD customers. The information provided only applies to the portion of your SMUD bill covered by Commercial SolarShares®. In 2017, Commercial SolarShares® was made up of the following new renewable resources averaged annually.

Green-e Energy Eligible New² Renewables in Commercial SolarShares®

	2017 Historic		2018 Prospective	
	%	Generation Location	%	Generation Location
Solar	100%	CA	100%	CA
Total Green-e Energy Certified New Renewables	100%		100%	

1. Prospective figures reflect the renewables that we forecast to provide. We will report annually to you in the form of a Historic Product Content Label the actual resource mix of the electricity you purchased. These figures reflect the power delivered to Greenergy Park Plus customers in 2017 and the prospective power delivery for 2018.

2. New Renewables come from generation facilities that first began commercial operation within the past 15 years. This product is generated from a facility that is approved under a strict set of criteria as repowered and has been approved for extended use by Green-e Energy.

* For comparison, the current average mix of resources supplying SMUD includes: Eligible Renewable (20% (Biomass 11%, Geothermal 1%, Small Hydroelectric 1%, Solar 3%, Wind 4%)), Coal (0%), Nuclear (0%), Oil (0%), Natural Gas (41%), Large Hydroelectric (23%), Other (16%). This resource mix was prepared in accordance with CEC energy almanac available at:

http://www.energy.ca.gov/pcl/labels/2016_labels/Sacramento_Municipal_UTILITY_District.pdf

For specific information about this electricity product, please contact SMUD at 1-888-742-SMUD (7683) or email customerservices@smud.org.



[Commercial SolarShares® is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at \[www.green-e.org\]\(http://www.green-e.org\).](#)

Residential SolarShares participation terms

1 – Participation is effective upon the date of last execution by the parties and shall continue for twelve months thereafter, unless earlier terminated by default or expiration of the agreement. If participation is terminated early, the

Customer will incur a \$100 early termination charge to compensate SMUD for remarketing the SolarShares membership. The term will automatically be extended on a month-to-month basis thereafter until a 30 day written request to terminate has been received.

2 – The customer agrees to participate in the SolarShares program for the term of the agreement and have the opportunity to earn bill credits associated with solar energy generation based on the guaranteed generation forecast outlined below.

SolarShares Generation (kilowatt-hours per kilowatt)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
78	102	142	167	188	187	198	192	171	148	94	71

3 – Customer enrollment options and monthly costs will vary based on customer’s last 12 months of energy usage and rate category as detailed in the chart below:

Rate Category	Residential Tiered Rate		
	Small	Medium	Large
Annual Energy Use	>6,000 kWh/year	6,000 to 14,000 kWh/year	>14,000 kWh/year
System Size	Monthly Program Fee		
0.5 kW	\$10.75		
1 kW	\$21.50	\$26.50	
1.5 kW		\$39.75	
2 kW		\$53.00	\$66.00
3 kW			\$99.00
4 kW			\$132.00

4 – SMUD retains the right to audit energy usage and adjust the amount of SolarShares power a customer can use. If a customer’s usage has increased, SMUD reserves the right to increase the SolarShares subscription to reflect the minimum eligible kW enrollment in the applicable tier based on the last 12 months of usage history. If a customer’s usage has decreased, SMUD reserves the right to decrease the SolarShares subscription to reflect the maximum eligible kW enrollment in the applicable tier based on the last 12 months of usage history.

5 – As long as Customer remains active in the SMUD service territory, charges, energy output and costs will remain fixed. Customers can take their SolarShares enrollment from one address to another without incurring any costs, and their fees will remain the same. If Customer chooses to change the size of their system after moving from their originally enrolled premise, any increases in capacity will be billed at the SolarShares rate for their new premise.

6 – SMUD or a third party contractor will retain ownership of the system and tax credits for all program offering. Customer will retain ownership of renewable energy credits and credits will be retired on customer’s behalf by SMUD.

7 – SMUD retains the right to audit all aspects of the program performance, system operations, and customer satisfaction. SMUD retains the right to share in aggregate or specific detail these findings in public documents.

8 – Terms and conditions of participation, at all times, are subject to SMUD’s Rules and Regulations, as amended from time to time.

9 – Customer must meet all the following participation and eligibility requirements:

- a. Customer must have a single-metered, single-phase residential account that meets SMUD’s electrical metering specification.
- b. Customer must be current on their account at the time of enrollment.
- c. Customer must remain enrolled in this program for at least 12 consecutive months.

10 – SMUD makes no warranties, implied or expressed, written or oral, with respect to the goods and services provided under these terms and conditions including, but not limited to, the warranties of merchantability and fitness for a particular purpose.

11 – All written communications or notices under this agreement shall be directed to: Sacramento Municipal Utility District, P.O. Box 15830, Sacramento, CA 95852 Attention: Jim Burke MS A203

12 – SMUD reserves the right, at its sole discretion, to amend the terms and conditions of this program. SMUD will notify Customer in writing of the amendment, which will become effective as of the amendment effective date stated in the notice. If Customer objects to the amendment, Customer may terminate program participation by giving written notice to SMUD within 30 days of the effective date of the amendment.

13 – These terms and conditions shall be interpreted, governed by, and construed under the laws of the State of California, as if executed and to be performed wholly within the State of California.

14 – These terms and conditions constitute the entire understanding between the Parties as to the subject matter hereof.

**COMMERCIAL SOLARSHARES[®] PROGRAM –
SOLARSHARES[®] AGREEMENT**

This SolarShares[®] Agreement (“SSA”), entered into and made effective on date of last signature below (“Agreement Date”), by and between **Customer** (“Customer”), and the Sacramento Municipal Utility District (“SMUD”) – each a “Party” and, collectively, the “Parties” – states the nature and extent of the agreement between the Parties.

RECITALS

This SSA is entered into with reference to the following facts:

- A. WHEREAS, SMUD is an electric utility serving customer load in Sacramento County and small adjoining portions of Placer and Yolo Counties that owns and operates an electric power system; and
- B. WHEREAS, Customer is a commercial customer of SMUD; and
- C. WHEREAS, SMUD and Customer wish to develop a strategic partnership to facilitate renewable power for Customer’s facilities; and

- D. WHEREAS, SMUD has an innovative SolarShares® program whereby a portion of its solar power will be allocated to meet the electricity needs of Customer's facilities; and
- E. WHEREAS, Customer wishes to purchase solar power from SMUD's commercial SolarShares® program.

NOW, THEREFORE, in consideration of the above-mentioned recitals and the covenants herein, the Parties mutually agree as follows:

AGREEMENT

1. Purpose. The purpose of this SSA and the intent of the Parties, is for SMUD to sell Customer, and Customer to purchase from SMUD, solar power under SMUD's Commercial SolarShares® Program to be allocated to Customer Account Number(s) listed in Exhibit A, attached and incorporated herein. This SSA is required as a condition of taking service under SMUD's Commercial SolarShares® Program Pilot Schedule CSS, attached and incorporated herein as Exhibit B. In addition to this SSA, Customer is subject to the terms and conditions of Pilot Schedule CSS. In the event of any conflict or inconsistency between this SSA and the Pilot Schedule CSS, this SSA shall control.
2. SolarShares® Allocation. Under its Commercial SolarShares® Program, SMUD will allocate solar energy generation to Customer Accounts (outlined in Exhibit A), hereinafter referred to as "SolarShares® Allocation." The SolarShares® Allocation is distributed to Customer according to the Customer's billing cycle and applied to Customer's electric bills into the applicable time-of-use periods for each account according to Exhibit C, attached and incorporated herein. These periods will include varying numbers of holidays and weekend days such that the amount of generation allocated to each time-of-use period will differ from year to year. In the future the time-of-use periods may adjust based on changes to the standard retail rate adopted by SMUD's Board of Directors from time to time. If SMUD's Board of Directors changes these periods, SMUD

will issue a new Exhibit C, which shall then become part of this SSA without formal amendment.

3. Renewable Energy Credits. The SolarShares[®] Allocation includes the renewable and environmental attributes associated with the solar generation including, but not limited to, the Renewable Energy Credits (RECs). Customer may make all claims to renewable and environmental attributes, including that Customer uses solar power. The RECs associated with SolarShares[®] production will be retired by SMUD on Customer's behalf. In the event the laws or regulations for renewable or environmental attributes change, the Parties will meet and confer to update this SSA. If either Party is unable to fulfill its obligations under this SSA due to a change in law/regulation, the affected Party shall not be in breach of this SSA.

4. Price. SMUD shall sell and Customer shall purchase the SolarShares[®] Allocation effective on the first available billing period of the Customer Account Number(s) up to ninety (90) calendar days after the Agreement Date. Customer's SolarShares[®] Allocation is subject to the following pricing:
 - A. SolarShares[®] Price – the price for the SolarShares[®] Allocation under this SSA consists of the pricing components below, referred to collectively as “SolarShares[®] Price.”
 - i. Energy Cost Component (fixed)- See Exhibit B
 - This Energy Cost Component represents energy produced by the SolarShares generation for the Customer. The Energy Cost Component is fixed and will not adjust in the future. The Energy Cost Component includes the RECs associated with SolarShares[®] production pursuant to Section 3.
 - ii. Delivery Service Charge (DSC) (variable)
 - The initial price of the DSC is \$0.0156/kWh. This non-bypassable DSC is based on the delivery costs normally included in the customer's standard SMUD rate. This represents the cost to recover fixed charges not

recovered in the System Infrastructure Fixed Charge. These charges are not fixed and may adjust with changes to the standard retail rate adopted by SMUD's Board of Directors from time-to-time.

B. SMUD's Standard Rates (Non-SolarShares® energy) - For energy that Customer uses that exceeds the Customer's SolarShares® Allocation, the price for the other components of SMUD's electric service shall apply to Customer under the applicable SMUD retail rate. The additional rate components are referred to collectively as "SMUD's Standard Rates" and are subject to changes adopted by SMUD's Board of Directors from time-to-time. These charges may include:

- i. Electricity Usage Charges
- ii. System Infrastructure Fixed Charge
- iii. Site Infrastructure Charge
- iv. Summer Super Peak Demand Charge
- v. Power Factor Adjustment or Waiver Price
- vi. Campus Meter Charges (customers under Campus Bill option) Data Service Meter Rental (customers under Campus Bill option)

5. Billing. SMUD shall apply the SolarShares® Price to the monthly bills for Customer's Account Number(s) listed in Exhibit A. As outlined in section 4 above, the SolarShares® billing will start within ninety (90) calendar days after the Agreement Date.

6. SMUD's Rates, Rules and Regulations. As a customer of SMUD, and except as otherwise addressed in this SSA, Customer is subject to SMUD's Rates, Rules and Regulations and nothing in this SSA shall change, amend or affect the rights, conditions and obligations established in SMUD's Rates, Rules and Regulations, which are amended from time to time.

A. Rate Category: In the event that an account rate category is amended for a participating account and the amended rate category does not qualify for the same SolarShares® participation level, SMUD will inform Customer of the availability of SolarShares® at the new rate for the affected account. Transitioning the rate and any SolarShares® kWh allocation may take up to ninety (90) days.

B. Conflict: In the event of any inconsistency or conflict between this SSA and SMUD's Rates, Rules and Regulations, the terms and provisions of this SSA, shall control.

7. Resizing and Transferring. During the Term of this SSA, SMUD may, at its sole discretion, resize Customer's SolarShares® Allocation according to the guidelines below in this Section 7, subject to the limitations in Section 8. Customer's resizing shall not affect or change the Term under section 9 and the Energy Cost Component under section 4(A)(i):
- A. Downsizing: If the Customer carries a negative balance for three consecutive months as a result of over-generation, then an evaluation of Customer's SolarShares® participation will be performed that may result in a recalculation of the allocation. SMUD may reduce the SolarShares® Allocation proportionate to the over-generation. Under this downsizing scenario, Customer is not subject to an early termination fee under Exhibit D.
 - B. Upsizing: Upon request by Customer to SMUD to increase its SolarShares® Allocation, SMUD may at its sole discretion upsize the allocation for the Customer Account Number(s) in Exhibit A. Upsizing is contingent upon availability of SolarShares® product, other customer subscriptions, and Customer usage.
 - C. Transferring: Transferring of SolarShares® participation from Customer Account Number(s) listed in Exhibit A to a new Customer account number(s) will only be allowed under the following conditions:
 - i. Customer notifies SMUD with at least ninety (90) calendar days notice that it will close the existing Customer Account Number(s) in Exhibit A with the intent to open a new Customer account at another location inside SMUD electrical service territory.
 - ii. If the Customer's newly established electrical service account does not meet the same load demand as the previously closed account, SMUD may, at its sole discretion modify the SolarShares allocation kWh.
 - iii. The new Customer account must open within 12 months of the closure of the Customer Account Number(s) listed in Exhibit A.

- D. Ineligibility: If Customer's kWh usage changes during the Term causing a Customer Account Number to no longer be eligible for SolarShares under the applicable rate category, SMUD shall unilaterally update Exhibits A and C accordingly.
8. Behind-the-meter Generation. During the Term of this SSA, if Customer elects to install behind-the-meter generation for the Customer Account Number(s) listed in Exhibit A, or relocates to a facility that has behind-the-meter generation, Customer is subject to the following provisions:
- A. Resizing adjustments, as provided in sections 7A and 7B above, are not available to Customer Account Number(s) listed in Exhibit A that install behind-the-meter generation, or relocates to a facility that has behind-the-meter generation.
 - B. Behind-the-meter generation shall be credited by SMUD as primary and SolarShares® generation credits shall be secondary.
 - i. **Primary** = Behind-the-meter kWh generation shall be credited first, before SolarShares® kWh generation credit.
 - ii. **Secondary** = SolarShares® kWh generation shall be credited second, after behind-the-meter generation.
 - C. SolarShares® kWh over-generation shall be credited at the applicable time-of-use (TOU) wholesale rate as listed on SMUD's website (www.smud.org) when the SolarShares® kWh Allocation and behind-the-meter generation are in excess of Customer usage, resulting in negative electrical usage. The wholesale rate is updated annually and posted on the website.
 - D. Behind-the-meter generation shall be sized per SMUD's applicable Net Energy Metering (NEM) rules and guidelines.
 - E. In no event will SMUD adjust the SolarShares® Allocation for the Customer Account Number(s) listed in Exhibit A when behind-the-meter generation is installed (or relocates to a facility with behind-the-meter generation) that applies to the account(s). The SolarShares® Allocation shall remain in full for the Term of this SSA regardless of behind-the-meter kWh generation or onsite electrical load changes.
9. Term and Termination.
- A. The SSA shall commence on the Agreement Date, and expire 20 years after the SolarShares® Agreement Date (Term). Customer may terminate for convenience at any time during the Term with at least a ninety (90) calendar day advance notice to SMUD. Early termination by Customer on an individual account basis or portion of kWh allocation per account will result in an early termination fee per kWh according to the schedule outlined in Exhibit D, attached and incorporated herein. The early termination fee is calculated based on the SolarShares®

Annual Production of kWhs in Exhibit C, multiplied by the termination multiplier corresponding to the number of full years remaining under the SSA, and reflects SMUD's actual damages for such early termination. SolarShares® is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

i. In the event a Customer closes an Account Number(s) in Exhibit A, SMUD will reasonably attempt to reallocate the kWh's from the closed account to the other account(s) listed on Exhibit A provided the reallocation does not cause a singular account to carry a negative balance for 3 consecutive months causing the remaining account(s) in Exhibit A to over-generate per section 7A. The reallocation of kWhs is subject to the sole discretion of SMUD and in certain circumstances all kWhs will not be reallocated. If all kWhs are not reallocated, Customer is subject to the termination fee applied on the remaining non-reallocated kWhs.

B. Notwithstanding subsection A above, Customer is not subject to the early termination fee as outlined above if at least one of the following conditions is satisfied:

i. Customer becomes bankrupt or insolvent, and demonstrates such occurrence to SMUD's satisfaction;

ii. Customer closes all Account Number(s) in Exhibit A with SMUD and does not open new SMUD account number(s) for a period of at least twelve (12) consecutive months; or

iii. Customer closes Account Number(s) listed in Exhibit A or reduces the kWh allocation for an Account Number(s), and at the sole discretion of SMUD, SMUD is able to reallocate the kWhs to the remaining accounts listed in Exhibit A without a singular account carrying a negative balance for three (3) consecutive months causing the account(s) to over-generate.

iv. Customer Account is no longer eligible for SolarShares per Section 7D because of rate category ineligibility.

10. Economic Performance. Customer financial outcomes due to participation in the SolarShares® program may differ from those anticipated by Customer, as Customer on-site usage patterns, behind-the-meter

generation (if applicable), and SMUD's Standard Rates may vary over time. SMUD disclaims, and Customer waives, any warranty with respect to any cost savings from the SolarShares® Allocation and Customer's participation in the SolarShares® program.

11. Limitation of Liability. In no event shall one Party be liable to the other Party for any indirect, special, consequential or incidental damages, regardless of whether the Party has been informed of the possibility of such damages or is negligent, and whether or not such damages were reasonably foreseeable.
12. Relationship of the Parties. This SSA does not constitute, create nor give effect to a partnership, joint venture, or any agency between the Parties.
13. Applicable Law. Each Party shall comply with all applicable federal, state and local laws, regulations or ordinances in effect or hereafter adopted. This SSA shall be governed by and construed and interpreted in accordance with the substantive laws of the State of California, and federal rules and regulations as applicable.
14. Assignment. This SSA, or any interest herein, shall not be transferred or assigned – in whole or in part-by either Party without the prior written consent of the other.
15. Notice. Any notice or other writing required or permitted by this SSA, including but not limited to changes/updates to Exhibit(s), shall be deemed to have been sufficiently given either when personally delivered, emailed or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the Parties specified herein. The individuals designated below shall, unless and until otherwise specified in writing by another authorized representative of the Party, be the only individuals eligible to receive any and all written notices under this Agreement:

For SMUD:

Dept Name: XXXXX

Dept Email: XXXX

Attn: John Doe

For Customer:

Dept Name: XXXXX

Dept Email: XXXX

Attn: John Doe

Address: 6301 S Street, M.S.
XXXX

Sacramento, CA 95817

Telephone: (916) 732-XXX

Address: XXXX
Sacramento, CA XXXXX

Telephone: (916) XXX-XXXX

16. Changes. No modification or amendment to this SSA shall be binding upon the Parties unless made in writing and signed by a duly authorized official of both Parties.
17. Severability. In the event any portion of this SSA is deemed invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this SSA shall remain in full force and effect.
18. Ambiguities. This SSA is a product of negotiation and the Parties have agreed to each term of it, and as such, ambiguities, if any, in the terms of this SSA shall not be construed against any Party.
19. Counterparts/Electronic Delivery. This SSA may be signed in counterparts, each of which shall be deemed an original but all or which together shall constitute one and the same instrument. This SSA may be executed and delivered by facsimile or electronic transmission and the Parties agree that such facsimile or electronic (e.g., .pdf) execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this SSA by the Parties to the same extent that an original signature could be used.
20. Entire Agreement. This SSA constitutes the entire understanding between the Parties with regard to SolarShares®. Each Party covenants that there is no agreement between itself and any other person, firm, or corporation which would impair the full force and effect of this SSA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated below.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: _____

Name:

Title:

Date: _____

CUSTOMER

By: _____

Name:

Title:

Date: _____

this Exhibit A as appropriate to add or remove Accounts and/or change the SolarShares Allocation. Upon such change, a new Exhibit A will be issued which shall then become part of the SSA to reflect the change. No formal amendment of the SSA is required to update this Exhibit A.

_____ (if required)

Signature of Customer

Signature of SMUD

Exhibit B

I. **Applicability**

The Large Commercial SolarShares® Program applies to general service customers with monthly maximum demand of at least 21 kW for three consecutive months as defined in rate schedules GS-TOU3, GS-TOU2, and GS-TOU1. Campus billed customers are eligible for this SolarShares® program.

This schedule CSS will terminate December 31, 2017 or when a permanent SolarShares® rate schedule is available. Customers that subscribe prior to termination will continue in the program under the terms and conditions of their SolarShares® Agreement (SSA).

Service under this schedule is on a first come, first served basis, depending on the availability of SolarShares® generation.

II. **Commercial SolarShares® Price**

The price for this SolarShares® program will consist of three components:

A. **SolarShares® Energy Cost Component – for energy produced and used by the SolarShares® program**

This energy cost component has different pricing options available based on the SSA term and the customer's rate category. This component will not be adjusted for the duration of the contract. The renewable energy credits (RECs) associated with the SolarShares® generation will be retired on the customers' behalf.

Energy Cost Component (SolarShares® Electricity Charge)		
Contract Term	Rate Categories: GSS_T; GUS_S; GUP_S; GUS_M; GUP_M; GUT_M; GUS_L	Rate Categories: GUP_L; GUT_L
Five Years	\$0.1150/kWh	\$0.1100/kWh

Ten Years	\$0.1050/kWh	\$0.1000/kWh
Twenty Years	\$0.0950/kWh	\$0.0900/kWh

SolarShares® energy will be allocated based on the time-of-use period pricing values of the expected energy production of the solar arrays for the program, which is based on an estimated annual generation profile. The monthly and annual SolarShares® energy production will remain fixed for the duration of the contract term, unless subject to resizing under Section III.

B. SolarShares® Delivery Service Charge Component – for the non-bypassable fixed cost components of the SolarShares® generation

This non-bypassable delivery service charge is based on the delivery costs normally included in the customer’s standard rate. These charges are not fixed and may adjust with changes to the standard retail rate adopted by SMUD’s Board of Directors from time to time. These charges may include the following elements:

- Generation capacity
- Ancillary services
- Delivery services (transmission and distribution)
- Public goods
- Fixed distribution facilities recovered in energy
- Power factor adjustments
- Program administration

The initial pricing is \$0.0156/kWh in 2018.

C. Standard Retail Rate – for energy used that exceeds the customer’s SolarShares® purchase (non- SolarShares® energy)

The price for the other components of SMUD’s electric service shall apply to customers under the applicable SMUD rate schedule. The additional rate components are referred to collectively as “SMUD’s Standard Rates” and are subject to changes adopted by SMUD’s Board of Directors from time to time. These charges include, but are not limited to:

- Electricity Usage Charges
- System Infrastructure Fixed Charge
- Site Infrastructure Charge
- Summer Super Peak Demand Charge
- Power Factor Adjustment or Waiver
- Campus Meter Charges (customers under Campus Bill option)

- Data Service Meter Rental (customers under Campus Bill option)

III. SolarShares® Sizing

The sizing of the SolarShares® allocation will be based on the customer's usage to avoid over-sizing. SolarShares® kWh Credited is intended to supply customer's own electric usage only. SolarShares® allocation may be re-sized in the future to account for over generation or if usage patterns change.

IV. Billing

The following is the description of the line items related to the SolarShares® program:

- SolarShares® kWh Credited – represents the number of cumulative kWh generated from the SolarShares® program.
- SolarShares® Credit – represents the cumulative time-of-use pricing value of the kWh generated from the SolarShares® program generation and is applied as a credit to the standard rate charges.
- SolarShares® Electricity Charge – represents the fixed SolarShares® energy cost multiplied by the total kWh of SolarShares® supplied.
- SolarShares® Delivery Service Charge – represents non-bypassable cost multiplied by the total SolarShares® kWh supplied.

In the event that a participant's SolarShares® generation exceeds the energy usage during the same billing period, the excess generation will create a monetary credit that shall be applied against all other charges on the same monthly bill. If there is a remaining credit after application to the monthly bill, the credit balance will be carried over to the next monthly bill as a credit.

If a credit balance persists for three consecutive months, SMUD, at its sole discretion, may downsize the participant's SolarShares® participation level, effective the following billing period.

V. Term and Termination

The customer shall execute a SSA with SMUD for the purchase of the SolarShares® generation. The SSA contract term period shall be for five, ten, or twenty years, at customer's option. Early termination will result in an exit fee.

As a customer of SMUD, and except as otherwise addressed in the SolarShares® Pilot SSA, the SolarShares® program participant is subject to SMUD's Rates, Rules and Regulations (and which are amended from time to time) and nothing in

the SolarShares® SSA shall change, amend or affect the rights, conditions and obligations established in SMUD's Rates, Rules and Regulations.

VI. Electricity Usage Surcharges

The SolarShares® kWh generated from the SolarShares® program participation will have no effect on electricity usage surcharges.

Refer to the following rate schedules for details on these surcharges.

A. **Hydro Generation Adjustment (HGA).** Refer to Rate Schedule 1-HGA.

VII. Conditions of Service

A. General Eligibility Requirements

The following rate categories are eligible for participation: GSS_T, GUS_S, GUP_S, GUS_M, GUP_M, GUT_M, GUS_L, GUP_L, and GUT_L. This schedule is not available to customers on the net energy metering (NEM) rate. Participants shall not install any solar system for net energy metering during the term of the contract.

B. Duration

Upon conclusion of the contract term, the customer will continue to receive electric service under its standard applicable rate category.

Exhibit C

C.1. SolarShares® Billing Allocation

The SolarShares® kWhs listed below in each time period may vary from the actual kWh amount allocated in the respective time-of-use periods due to variability in billing cycles (e.g. weekends and holidays) over the term of the SSA. The allocations listed per period below are estimates based on Customer’s previous billing periods for a year.

Billing Period	SolarShares® kWhs: Account #				
	Winter Off	Winter On	Summer On	Summer Off	Summer Super
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH

SolarShares® kWhs: Account #					
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Billing Period	Winter Off	Winter On	Summer On	Summer Off	Summer Super
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH
-	0 KWH	0 KWH	0 KWH	0 KWH	0 KWH

C.2 Effective Date

Upon issuance of a new Exhibit A, SMUD will update and insert a new effective date for this Exhibit C, which will replace the prior Exhibit C.

Month, Day, Year

Signature of SMUD

Exhibit D

SolarShares® Early Termination Fee Schedule

Full Years Remaining	Early Termination Fee annual schedule (in the event of early termination multiply the total number of kWhs remaining in contract term)
20	\$0.04900
19	\$0.05093
18	\$0.05253
17	\$0.05385
16	\$0.05489
15	\$0.05040
14	\$0.05073
13	\$0.05107
12	\$0.05141
11	\$0.05177
10	\$0.05212
09	\$0.05249
08	\$0.05286
07	\$0.05324
06	\$0.05363
05	\$0.05403
04	\$0.05443
03	\$0.05484
02	\$0.05526
01	\$0.05569

Formula: (Total number of kWh remaining in the Term) x (\$0.0XXXX – determined by full years remaining in Term pursuant to chart above) = Early Termination Fee