

**ENERGY SERVICES AGREEMENT – SOLAR****FRESNO COUNTY – ANIMAL CONTROL**

This Energy Services Agreement (“Agreement”) is made and entered into as of this 12<sup>th</sup> day of December, 2023 (or, if later, the latest date of a Party’s execution and delivery to the other Party of this Agreement, the “Effective Date”), between *FFP BTM SOLAR, LLC*, a Delaware limited liability company (“Provider”), and the *County of Fresno, a political subdivision of the State of California* (“Purchaser”); and, together with Provider, each, a “Party” and together, the “Parties”.

**RECITALS**

- A. Purchaser desires that Provider install and operate a solar photovoltaic system, as described herein, at the Premises (as hereafter defined) for the purpose of providing Energy Services (as hereafter defined), and Provider represents that Provider will perform the Installation Work under this Agreement using one or more qualified contractors holding the appropriate licensure required in the jurisdiction where the System will be installed;
- B. Provider is in the business of designing, constructing, owning, financing, and operating solar photovoltaic systems for the purpose of selling power generated by the systems to its purchasers;
- C. California Government Code sections 4217.10 et seq. authorize a local public agency to enter into energy service contracts, facility financing contracts, and related agreements to help implement the State’s energy conservation and alternative energy supply source policy stated therein;
- D. Purchaser’s Board of Supervisors has made the findings, as required by Government Code section 4217.12, that the anticipated cost to the Purchaser for Energy Services provided under this Agreement is expected to be less than the anticipated marginal cost to the Purchaser of electrical energy, which that would have been consumed by Purchaser in the absence of its purchase of the Energy Services;
- E. Provider and Purchaser acknowledge those certain General Terms and Conditions of Energy Services Agreement between Provider and Purchaser, dated February 4th, 2020 (“General Conditions”), which are incorporated by reference as set forth herein; and
- F. The terms and conditions of this Energy Services Agreement, excluding the General Conditions incorporated herein, constitute the “Special Conditions” referred to in the General Conditions.

In consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety. Capitalized terms that are not defined in this Agreement shall have the same meaning given to them in the General Conditions. All references in the General Conditions to “ForeFront Power” shall mean Provider for purposes of this Agreement.
2. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date, unless and until extended or terminated earlier pursuant to the provisions of this Agreement (the “Initial Term”). After the Initial Term, this Agreement may be renewed for one (1) additional five (5) year term (a “Renewal Term”). At least one hundred and eighty (180) days, but no more than three hundred and sixty-five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days from receipt of that notice to agree in writing to continuation of this Agreement for the Renewal Term. Absent Purchaser’s written agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the “Term”.

3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System and Scope of Work
Schedule 2	Energy Services Payment
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Site-Specific Information and Requirements
Schedule 7	Specific Items for Scope of Work
Schedule 8	System Layout
Schedule 9	Acknowledgment of Upgrades, Schedule or Scope Change

4. Privacy. Purchaser acknowledges that the System may collect certain information about Purchaser's electricity usage and the System performance. This information includes how much the System is producing, how much energy Purchaser is consuming, and overall System performance. Such information, which shall be de-identified, may be stored and processed in the United States or any other country in which Provider or its third-party service providers, or its or their respective affiliates, subsidiaries, or service providers, maintain facilities. Purchaser consents to any such transfer of information outside of Purchaser's country.

5. Milestone Dates.

5.1 The Construction Start Date is seven hundred thirty (730) days from Effective Date provided that the Local Electric Utility is prepared to begin its construction on any required utility, (distribution or transmission), upgrades, if any, and assuming a CEQA Notice of Exemption is obtained. In the event that the Local Electric Utility is not prepared to commence construction on required upgrades, if any are required, Provider will be allowed a day for day extension to the Construction Start Date.

5.2 The Guaranteed Commercial Operation Date is: (i) sixty (60) days from the date on which the Local Electric Utility authorizes Provider to schedule an inspection by it, to energize the System after confirming Provider's completion of installation, and testing of the System, or (ii) April 14, 2026, whichever occurs later.

6. Purchase Requirement; Energy Services Payment. Purchaser agrees to purchase one hundred percent (100%) of the Energy Services generated by the System and made available by Provider to Purchaser during each relevant month of the Term, up to a maximum of one hundred and ten percent (110%) of Estimated Annual Production, as defined in Schedule 4. While the Energy Services are calculated and billed on a per kWh basis as set forth in Schedule 2 of these Special Conditions, they represent a package of services and benefits (i.e. fixed rate regardless of time of use and access to monitoring services). Purchaser is entitled to exclusive ownership of any and all Environmental Attributes arising from or associated with all of the Energy Services, and has the exclusive right to sell those Environmental Attributes as Purchaser sees fit, without notice to Provider or any Financing Party, and without any obligation to compensate Provider or any Financing Party.

7. Net Energy Metering.

7.1 The Parties acknowledge that the pricing for Animal Control under this Agreement assumes Net Energy Metering (NEM) 2.0 for the Initial Term. Provider represents, covenants, and warrants to Purchaser that Provider submitted interconnection applications to Animal Control before April 14, 2023. If (i) prior to the

Commercial Operation Date, (A) Provider fails to keep such interconnection applications in good standing such that the System would not be eligible for NEM 2.0, or (B) the California Public Utilities Commission issues a decision such that the System would not be eligible for NEM 2.0 grandfathering for at least twenty (20) years, Purchaser may terminate this Agreement with no liability whatsoever, including, but not limited to, the Early Termination Fee. The foregoing shall not apply to the extent Provider's failure is caused by an act or omission by Purchaser in connection with Provider's submittal of interconnection applications.

Provided, however, that in the event of a change in Applicable Law that occurs after the Commercial Operation Date and results in a loss of NEM 2.0 grandfathering, Purchaser shall have no such termination right under this Section 7.1, for the reason of such ineligibility of NEM 2.0 grandfathering. Provided further that Purchaser shall ensure any correspondence with the Local Electric Utility regarding the tariff and changes to the interconnection agreement are promptly shared with Provider.

8. Estimated Annual Production. The Provider's annual estimate of electricity generated by the System for each year of the Initial Term is set as forth in Schedule 4 of the Special Conditions ("Estimated Annual Production"). Within sixty (60) days of each annual anniversary of the Commercial Operation Date, Provider shall provide a statement to Purchaser that shows the actual annual kWh production from the System for the Term Year, the Estimated Annual Production, and the Minimum Guaranteed Output (as defined below), although Provider shall also provide to Purchaser access to real-time monitoring of the System Output throughout the duration of this Agreement.
9. Minimum Guaranteed Output. If the System fails to generate at least ninety-five percent (95%) of the Estimated Annual Production for a full Term Year (such amount, the "Minimum Guaranteed Output"), other than as a result of the acts or omissions of Purchaser or the Local Electric Utility (including a Disruption Period), or an Event of Force Majeure, Provider shall credit Purchaser an amount equal to Purchaser's Lost Savings on the next invoice or invoices during the following Term Year. The formula for calculating Lost Savings for the applicable Term Year is as follows:

$$\text{Lost Savings} = (\text{MGO} * \text{WPR} - \text{AE}) \times \text{RV}$$

MGO = Minimum Guaranteed Output, as measured in total kWh, for the System for the applicable Term Year.

WPR = Weather Performance Ratio, measured as the ratio of the actual insolation over typical (pro-forma) insolation. Such Weather Performance Ratio shall only apply if the ratio is less than 1.00.

AE = Actual Electricity, as measured in total kWh, delivered by the System for the Term Year, plus the estimated lost energy production during a Disruption Period, using actual production for a similar time period as a basis for the estimate.

$$\text{RV} = (\text{ATP} - \text{kWh Rate})$$

ATP = Average tariff price, measured in \$/kWh, for the Term Year paid by Purchaser to the Local Electric Utility with respect to the Premises. This price is determined by dividing the total cost for delivered electricity, including all charges associated with such electricity howsoever named, including, without limitation, charges for distribution, transmission, demand, and systems benefits, paid to the Local Electric Utility during the applicable Term Year by the total amount of delivered electricity by the electric utility during such Term Year.

kWh Rate = the kWh Rate in effect for the applicable Term Year(s), measured in \$/kWh.

If the RV is zero or less, then no Lost Savings payment is due to Purchaser. Any Lost Savings payment shall occur no later than sixty (60) days after the end of the Term Year during which such Lost Savings occurred.

By way of example only, the Lost Savings would be as follows with the following assumptions:

Lost Savings [Year 5] = (376,724 [MGO\*WPR – AE]) x 0.0215 [RV] = **\$8,100**

MGO = 6,710,943 kWh [Year 5 Estimated Production x 95%]

WPR = 0.98 [Assumes insolation slightly less than pro-forma]

AE = 6,200,000 kWh [Assumes actual delivery of 6,200,000 kWh and no Disruption Period]

RV = \$0.0215 [Year 5 ATP – Year 5 kWh Rate]

ATP = \$0.09 [Assumes all-in tariff rate in Year 5]

kWh Rate = \$0.0685 [Year 5 kWh Rate set forth in Schedule 2]

10. Allowed Disruption Time. Notwithstanding the provisions in Section 4.3 of the General Conditions to the contrary, during years 4 through 20 (but not years 1 through 3) of the Term, Purchaser shall be afforded a one-time allocation of fifteen (15) days which may be used consecutively or in separate periods of at least twenty-four (24) hours each (“Allowed Disruption Time”) during which the System shall be rendered non-operational. Purchaser shall notify Provider in writing at least ten (10) days in advance of any days it plans to use for Allowed Disruption Time. Purchaser shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Purchaser be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, and Provider shall be credited for the estimated lost production the System would have produced during such Allowed Disruption Time toward satisfaction of its Minimum Guaranteed Output, as set forth in Section 8 of the Special Conditions, such estimated lost production to be calculated in the same manner as set forth in Section 4.3 of the General Conditions.
11. Distribution Upgrades, Scope and Schedule Changes.
  - 11.1 For any distribution upgrades required or changes to the scope of Installation Work by the local electric utility and to be performed by Provider pursuant to Schedule 2 of the Special Conditions, the Parties may execute an acknowledgment in the form attached hereto as “Schedule 9”, detailing (i) the description of the distribution upgrades or change in scope of the Installation Work to be performed by Provider (ii) the amount of the adjustment in the kWh Rate and Early Termination Fee that corresponds to such costs, if any (iii) changes to the Estimated Annual Production in Schedule IV, if any, and (iv) any change to the Construction Start Date and Guaranteed Commercial Operation Date resulting from such upgrades or scope changes;
  - 11.2 For any day for day extensions made pursuant to Section 2.1(c) of the General Conditions, the Parties may execute an acknowledgment in the form attached hereto as Schedule 9 detailing (i) the circumstances that warrant such day for day extension and (ii) the updated Construction Start Date and/or Guaranteed Commercial Operation Date;
  - 11.3 For any extensions that are not made pursuant to Section 2.1(c) of the General Conditions, Provider may request extensions to the Construction Start Date and/or Guaranteed Commercial Operation Date to the extent that Provider can demonstrate to Purchaser that Provider is seeking such extension for good cause. Purchaser in its sole discretion may approve such extension(s) by executing an acknowledgment in the form attached hereto as Schedule 9 on which Provider details (i) the circumstances for which Provider deems good cause for such extension(s), (ii) the actions that Provider is taking to complete the System on a schedule agreeable to the Purchaser and (iii) the updated Construction Start Date and/or Guaranteed Commercial Operation Date.

Any and All Schedule 9 Acknowledgements executed by the Parties are subject to approval by the Board of Supervisors.

12. Sunlight Easements. Purchaser shall take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System including but not limited to preventing buildings, structures or flora over 6' from being within proximity of the System fence line at a distance of two times the height of any such structure from the south and four times the distance of any structure to the east and west.
13. Use of System. Purchaser shall not use electrical energy generated by the System for the purposes of heating a swimming pool within the meaning of Section 48 of the Internal Revenue Code.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

**PROVIDER:**  
FFP BTM SOLAR, LLC

**PURCHASER:**  
COUNTY OF FRESNO

By: Yumitake Furukawa  
Name: Yumitake Furukawa  
Title: Vice President  
Date: Nov 8, 2023

Sal Quintero  
Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By

Alexandria Vieira  
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 1045  
Subclass: 10000  
ORG: 8935  
Account: 7431

## **SCHEDULES**

### **I. Schedule 1 – Description of the Premises, System and Scope of Work**

<b><u>A. Premises</u></b>	The Premises is within the area delineated in Schedule 8, below, for the System, also identified herein as the Solar System.
<b>Site diagram attached:</b>	X Yes <input type="checkbox"/> No
<b><u>B. Description of Solar System</u></b>	Behind the meter, net energy metering, grid interconnected, canopy mounted solar structures as further detailed in Schedule 7
<b>Solar System Size:</b>	384.93 kW (DC) (this is an estimate (and not a guarantee) of the System size; Provider may update the System Size prior to the Commercial Operation Date.)
<b><u>C. Anticipated Subsidy or Rebate</u></b>	\$0

### **II. Schedule 2 – Energy Services Payment**

Purchaser shall pay to Provider a monthly payment (the “Energy Services Payment”) for the Energy Services provided by the System to Purchaser during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.

The “Actual Monthly Production” means the amount of energy recorded by Provider’s metering equipment during each calendar month of the Term.

The kWh Rate with respect to the System under this Agreement shall be in accordance with the following schedule:

PPA Rate Table 1:

<b>Term Year</b>	<b>kWh Rate (\$/kWh)</b>	<b>Term Year</b>	<b>\$/kWh Rate (\$/kWh)</b>
1	\$0.1780	11	\$0.1780
2	\$0.1780	12	\$0.1780
3	\$0.1780	13	\$0.1780
4	\$0.1780	14	\$0.1780
5	\$0.1780	15	\$0.1780
6	\$0.1780	16	\$0.1780
7	\$0.1780	17	\$0.1780
8	\$0.1780	18	\$0.1780
9	\$0.1780	19	\$0.1780
10	\$0.1780	20	\$0.1780

Distribution Upgrades. Within thirty (30) days of receipt of notice from the Local Electric Utility of distribution upgrade costs required by the Local Electric Utility, Purchaser will provide written notice (email is acceptable) to Provider of Purchaser’s election of one of the following options:

1. Purchaser will pay the entire amount of such distribution upgrade costs, and the kWh rate as stated in PPA Rate Table 1 will remain unchanged. Purchaser shall make payments directly to the Local Electric Utility in accordance with the requirements of the Local Electric Utility.
2. For every \$0.01 per watt DC of such distribution upgrade costs, the kWh rate in PPA Rate Table 1 will increase \$0.00075 per kWh.

**Scope Changes (ITC Eligible):** If changes in project scope occur that are eligible for the Federal Investment Tax Credit (including for example adverse geotechnical conditions) and such additional scope and associated costs go beyond those contemplated as part of the development and implementation of the System in this Agreement, Provider will provide reasonable documentation demonstrating the direct and actual time and materials costs relating to such associated costs, and, within 30 days of receipt of notice from Provider reasonably substantiating the associated costs, Purchaser will provide written notice to Provider of Purchaser's election of one of the following options:

1. Purchaser will pay the entire amount of such associated costs, and the kWh rate as stated in PPA Rate Table 1 will remain unchanged.
2. For every \$0.01 per watt DC of such associated costs, the kWh rate in PPA Rate Table 1 will increase \$0.00047 per kWh.

**Scope Changes (Non-ITC Eligible):** If unforeseen changes in project scope occur that are not eligible for the Federal Investment Tax Credit (including for example, additional required ADA upgrades) and such additional scope and associated costs go beyond those contemplated as part of the development and implementation of the System in this Agreement, Provider will provide reasonable documentation demonstrating the direct and actual time and materials costs relating to such associated costs, and, within 30 days of receipt of notice from Provider reasonably substantiating the associated costs, Purchaser will provide written notice to Provider of Purchaser's election of one of the following options:

1. Purchaser will pay the entire amount of such associated costs, and the kWh rate as stated in PPA Rate Table 1 will remain unchanged.
2. For every \$0.01 per watt DC of such associated costs, the kWh rate in PPA Rate Table 1 will increase \$0.00062 per kWh.

If the aggregate of costs set forth above for which Purchaser has elected to pay for via increased kWh Rate exceed the maximum total kWh Rate increase of \$0.02124, the Provider has the option to terminate this Agreement and to remove the System pursuant to Section 2.4 of the General Conditions. In no event shall Purchaser be responsible for costs that exceed the stated kWh Rate increase.

### **III. Schedule 3 – Early Termination Fee**

The Early Termination Fee with respect to the System under this Agreement shall be calculated using the following:

<b>Early Termination Occurs in Year:</b>	<b>Column 1a Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wdc including costs of removal)***</b>	<b>Column 1b Expected Termination Fee based on System Size** / ***</b>
1*	\$4.15	\$1,598,979.33
2	\$3.85	\$1,482,869.47
3	\$3.66	\$1,408,153.71
4	\$3.53	\$1,357,211.65
5	\$3.41	\$1,313,005.06
6	\$3.30	\$1,271,447.09
7	\$3.27	\$1,257,521.31



8	\$3.23	\$1,243,004.82
9	\$3.19	\$1,228,075.27
10	\$3.15	\$1,212,700.41
11	\$3.11	\$1,197,219.50
12	\$3.07	\$1,181,884.59
13	\$3.03	\$1,166,074.96
14	\$2.99	\$1,149,753.83
15	\$2.94	\$1,133,085.35
16	\$2.90	\$1,115,737.53
17	\$2.85	\$1,098,098.26
18	\$2.81	\$1,079,806.91
19	\$2.76	\$1,060,995.66
20	\$2.71	\$1,041,259.50

<b>Purchase Date Occurs on the 91<sup>st</sup> day following: (Each “Anniversary” below shall refer to the anniversary of the Commercial Operation Date)</b>	<b>Column 2a Early Termination Fee where Purchaser takes Title to the System (\$/Wdc, does <u>not</u> include costs of removal) ***</b>	<b>Column 2b Expected Termination Fee based on System Size** / ***</b>
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5 <sup>th</sup> Anniversary	\$2.80	\$1,078,982.09
6 <sup>th</sup> Anniversary	\$2.77	\$1,065,056.31
7 <sup>th</sup> Anniversary	\$2.73	\$1,050,539.82
8 <sup>th</sup> Anniversary	\$2.69	\$1,035,610.27
9 <sup>th</sup> Anniversary	\$2.65	\$1,020,235.41
10 <sup>th</sup> Anniversary	\$2.61	\$1,004,754.50
11 <sup>th</sup> Anniversary	\$2.57	\$989,419.59
12 <sup>th</sup> Anniversary	\$2.53	\$973,609.96
13 <sup>th</sup> Anniversary	\$2.49	\$957,288.83
14 <sup>th</sup> Anniversary	\$2.44	\$940,620.35
15 <sup>th</sup> Anniversary	\$2.40	\$923,272.53
16 <sup>th</sup> Anniversary	\$2.35	\$905,633.26
17 <sup>th</sup> Anniversary	\$2.31	\$887,341.91
18 <sup>th</sup> Anniversary	\$2.26	\$868,530.66
19 <sup>th</sup> Anniversary	\$2.21	\$848,794.50

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

\*Includes Early Termination prior to the Commercial Operation Date.

\*\*Based on System Size as of the Effective Date. System Size (and therefore Columns 1b and 2b will change upon System Size change).

\*\*\* The Early Termination Fee for Column 1 shall be calculated in accordance with and subject to Sections 2.1(b), 11.2(b), and 11.3 of the General Conditions, as applicable. The Early Termination Fee for Column 2 shall be calculated in accordance with and subject to Section 2.2 of the General Conditions.

#### IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under this Agreement shall be as follows:

Term Year	Estimated Production (kWh)	Term Year	Estimated Production (kWh)
1	611,269	11	581,384
2	608,212	12	578,477
3	605,171	13	575,585
4	602,146	14	572,707
5	599,135	15	569,843
6	596,139	16	566,994
7	593,158	17	564,159
8	590,193	18	561,338
9	587,242	19	558,532
10	584,306	20	555,739

The values set forth in the table above are Provider's estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System assuming the System size indicated in Schedule 1. Provider shall deliver to Purchaser an updated table upon the Commercial Operation Date based on the actual System size, which, if the parties agree that the updated table is correct, shall be incorporated into and made part of this Agreement.

#### V. Schedule 5 – Notice Information

The persons and their addresses having authority to give and receive notices under this Agreement including the following:

**Purchaser:**

County of Fresno  
Director of Internal Services/  
Chief Information Officer  
Internal Services Department  
333 W. Pontiac Way  
Clovis, CA 93612

*With a copy to*

Facility Services Manager  
4590 E. Kings Canyon Road  
Fresno, CA 93702

**ForeFront Power:**

FFP BTM SOLAR, LLC  
Attn: Director, Energy Services  
100 Montgomery St., Suite 1400  
San Francisco, CA 94104

*With a copy to*

FFP BTM SOLAR, LLC  
Legal Department  
100 Montgomery St., Suite 1400  
San Francisco, CA 94104  
Email: FPLegal@forefrontpower.com

**Financing Party:**

[To be provided by ForeFront Power when known]

All notices between Purchaser and Provider provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by email transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three Purchaser business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one Purchaser business day after deposit with the overnight commercial courier service, delivery fees

prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by email transmission is effective when transmission to the recipient is completed, provided that the sender maintains a record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

## **VI. Schedule 6 – Site-Specific Information and Requirements**

In accordance with Section 7.2(f) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date, provided that Provider shall perform and deliver to Purchaser a Phase I environmental site assessment upon receipt:

<b>Type of Information</b>	<b>Information Delivered of the Effective Date</b>
Phase I environmental site assessment	Not Applicable
Reports on site sampling (soil or groundwater)	Not Applicable
Land use restrictions imposed by governmental authorities	Not Applicable
Lease restrictions on proposed solar installation	Not Applicable
Cleanup plan, corrective action plan or permits applicable to Premises	Not Applicable
Open spill reports or unresolved release reports	Not Applicable
Known underground storage tanks, foundations, utilities	Not Applicable
Utility easements or public rights of way	Not Applicable
Completed closure or “cap” on buried waste or other materials	Not Applicable
Systems in place for extracting and collecting methane, groundwater or leachate	Not Applicable
Subject to the control of a trustee, group of entities or entities other than landlord and/or Purchaser	Not Applicable

## **VII. Schedule 7 – Specific Items for Scope of Work**

- 1.1. Provider is responsible for the design, engineering, construction, installation and testing of the System.
- 1.2. All System structures shall be permitted through the Authority having Jurisdiction (“AHJ”) as carports or shade structures, as applicable. Provider shall obtain permits on behalf of the project(s), including building department, structural, grading, and/or electrical permits as required.
- 1.3. Provider and Purchaser are operating under the assumption that the premises will be eligible for a CEQA Notice of Exemption (NOE), and that a special use, conditional use, or zoning permit will not be required. Provider assumes that Purchaser, as lead agency, will issue a Notice of Exemption for CEQA. Upon request, Provider shall provide such limited support as necessary to Purchaser to obtain the NOE, including, if necessary, biological study and associated consultant statement and summary citing exemptions applicable. Provider shall not be responsible for costs or delays associated with any unforeseen required CEQA studies, special use, conditional use, or zoning permits, or mitigations that may result from a CEQA submittal and public comment.
- 1.4. Solar canopy arrays will have a minimum overhead clearance height of 10'-0" and a painted or Hot-Dip Galvanized finish at discretion of Provider, but in a color reasonable acceptable to Purchaser.
- 1.5. Provider shall be responsible for all tree trimming and tree removal in order to facilitate the installation of the Systems. Provider will remove tree such that area is flush with grade. Purchaser shall acknowledge and approve removal of trees identified by Provider, in order to enable Provider to install the System and such approval shall not be unreasonably withheld. Where tree removal will occur, Provider shall grind tree stumps to a maximum of 4 inches below grade. Provider has not included budget for tree studies, arborist surveys, tree removal permits, or replanting or reforestation for any trees removed. Purchaser shall be responsible for the costs associated with that additional scope if needed. Purchaser can elect to address that additional scope itself or require that Provider address it through the change order process described in Schedule 2.
- 1.6. Provider intends to interconnect the System to Purchaser-owned 480V service conductors at a mutually agreeable location. Provider assumes that the existing conductors and service equipment are sufficiently capable of accepting the additional electrical load of the System and that any existing relay schema or protection settings are configurable to allow backfeed from generation sources. Provider shall not bear responsibility for any required upgrades to the pre-existing electrical system.
- 1.7. Provider shall be responsible for all fees associated with the interconnection application, except that Provider shall not be responsible for transmission, distribution, network, or telecommunications upgrades to the Local Electric Utility's equipment, and determined necessary by the Local Electric Utility.
- 1.8. Provider excludes all Americans with Disabilities Act (ADA) related work. Should any excluded items for ADA-compliance be required, Provider will work with Purchaser in good faith to determine a mutually-acceptable solution for Purchaser to pay the costs associated with such upgrades, including potentially an increase in the kWh rate in Schedule 2.
- 1.9. Provider excludes generator backup of Purchaser's electrical service during temporary service outage during interconnection of the System (up to 8 hours of shutdown, which can be planned to take place during off-hours).

- 1.10. Provider assumes no title and/or real estate risks, encumbrances or other limitations exist that would otherwise limit Provider's ability to access the site, install, own and operate the System. Provider assumes that all parcels encompassed by the site area recommended by Purchaser will be owned by Purchaser at time of development.
- 1.11. Provider assumes that soil conditions are not such soils that are rocky, sandy, contaminated, ground water, caving, or otherwise have problematic construction limitations. Provider assumes no required shoring or de-watering for piers or trenches, and a maximum required pier depth of 10' and diameter of 30". If soil conditions prove to be more adverse than these assumptions, Provider shall not be responsible for such additional expenses. Provider shall work with Purchaser in good faith to determine a mutually acceptable solution for Purchaser to pay such additional costs, including potentially an increase in the kWh rate in Schedule 2.
- 1.12. Provider agrees to construct the System in no more than 1 construction phase, and Provider will be allowed ample space, to the extent that it is available, to store material on site. Provider assumes free access to the entire mobilized portion of the parking lot area for the full scope of work.
- 1.13. Provider assumes a balanced site. Any spoils that result from the installation of the System are assumed to be spread on site. Provider shall not be responsible for exporting soils. Provider shall work with Purchaser in good faith to determine a mutually-acceptable solution for Purchaser to pay any such additional costs including potentially an increase in the kWh rate by exercising the Scope Changes (Non-ITC Eligible) rates in Schedule 2.
- 1.14. Provider assumes that existing grade is level and that no grading is required in support of System installation.
- 1.15. Provider assumes that there is a water source on site, and available for Provider's use.
- 1.16. Provider assumes Risk Level I Best Management Practices as it relates to relevant Stormwater Protection Plan assumptions for the installation of the System.
- 1.17. Provider shall be responsible for all inspection and inspector costs associated with the installation of the System.
- 1.18. Purchaser will provide comprehensive review by all necessary stakeholders of all designs and submittals as requested by Provider in no more than 10 business days. Purchaser shall be responsible for cost and timeline impacts for any comments submitted after 10 business days. If Purchaser does not deliver any comments within 10 days, Provider shall construe this as acceptance and approval.
- 1.19. Purchaser shall be responsible for any irrigation rerouting or repair.
- 1.20. Purchaser shall, in the event that any pre-existing permits relating to other construction at the Premises need to be closed out in order to proceed and/or complete the installation of the Systems, be responsible for engaging the relevant resources at its sole expense to close out any open permit(s).
- 1.21. Provider intends to utilize trench plates to protect concrete and turf surfaces. Provider excludes any damage to concrete or turf surfaces unless the damage is the direct result of Provider's negligence to utilize trench plates to protect the surfaces.
- 1.22. Purchaser shall deliver to Provider all as-built drawings of the facility as required to fully develop the solar plan sets and designs.

- 1.23. Purchaser is responsible for unforeseen underground conditions including utilities not discoverable by industry standard methodologies.
- 1.24. Purchaser acknowledges that the System has not yet been assessed by the Federal Aviation Administration (FAA). Should mitigations arise as a result of excessive glare, the Parties will work together to find a mutually acceptable solution.
- 1.25. Purchaser shall provide ample outdoor space, to the extent that it is available, for the Provider to store material on site.

## VIII. Schedule 8 – System Layout

The System shall be placed within the area of the Premises shown for such System below. The Purchaser and Provider will work cooperatively to designate the specific placement of the electrical lines, meters, and transformer, within the area of the Premises.



**IX. Schedule 9 – Acknowledgment of Upgrades, Schedule or Scope Change**

**Upgrades, Scope and/or Schedule Change Acknowledgment**

This Acknowledgment is made in accordance with Section 10 of the Special Conditions, as defined in that Energy Service Agreement – [Solar], between [PURCHASER] (“Purchaser”) and FFP BTM Solar, LLC (“Provider”), dated [\_\_\_\_\_, 20\_\_] (the “Agreement”). Upon execution by both Purchaser and Provider, this Acknowledgment shall be effective as of [INSERT DATE] (the “Acknowledgment Effective Date”).

1. Type of Change:

- ☐ Distribution Upgrades
- ☐ Scope Changes (ITC Eligible)
- ☐ Scope Changes (Non-ITC Eligible)
- ☐ Day for Day Extension
- ☐ Extension for Good Cause

2. Description of Change

[INSERT DESCRIPTION AND IF PROVIDER SEEKING EXTENSION FOR GOOD CAUSE, PROVIDER TO DETAIL CIRCUMSTANCES AND ACTIONS PROVIDER IS TAKING TO COMPLETE SYSTEM ON AGREED UPON SCHEDULE]

3. kWh Rate and Early Termination Fee [IF NO IMPACT TO RATE OR ETF THEN DELETE]

[INSERT UPDATED KWH RATE AND EARLY TERMINATION FEE TABLE]

4. Estimated Annual Production [IF NO IMPACT TO ESTIMATED ANNUAL PRODUCTION THEN DELETE]

[INSERT UPDATED SCHEDULE 4 ESTIMATED ANNUAL PRODUCTION TABLE]

5. Updated Construction Start Date and Guaranteed Commercial Operation Date [IF NO IMPACT TO CLIFF DATES THEN DELETE]

The Parties hereby agree that the Construction Start Date and the Guaranteed Commercial Operation Date as defined in this Agreement are updated as follows:

Construction Start Date: [\_\_\_\_\_]

Guaranteed Commercial Operation Date: [\_\_\_\_\_]

The Parties hereby acknowledge and confirm the terms set forth herein as of the Acknowledgment Effective Date.

[PURCHASER]

PROVIDER

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By

\_\_\_\_\_  
Deputy