

AGENCY/MEMBER CITY

BIZSOLAR PROGRAM ATTACHMENT C - POWER SALES AGREEMENT

This Power Sales Agreement is made and entered into this ___ day of _____, 20___ by and between _____ (Customer) and the Utah Municipal Power Agency (Agency).

RECITALS:

WHEREAS, the Agency and Member City's BizSolar Program gives qualifying customers the opportunity to connect solar generators to the Member City's electrical distribution system pursuant to an Interconnection Agreement and to sell the power produced by the solar generators to the Agency pursuant to this Power Sales Agreement.

WHEREAS, the Customer receives retail electric power service from the Member City at (Service Address) _____ under an account in its name.

WHEREAS, the Customer has submitted an Application to participate in the BizSolar Program.

WHEREAS, the Agency and Member City have approved the Customer and its Solar Facility described in the Application for participation in the BizSolar Program.

WHEREAS, the Agency and the Customer wish to enter into this Power Sales Agreement to provide for the Customer's sale and the Agency's purchase of the Solar Energy generated by the Solar Facility and delivered to the Production Meter.

AGREEMENT:

1. DEFINITIONS

The capitalized terms in this Power Sales Agreement are defined in Attachment of the BizSolar Program.

2. PURPOSE OF POWER SALES AGREEMENT

2.1. This Power Sales Agreement: (a) governs the Parties' respective rights and obligations with respect to the purchase and sale of the capacity and the Energy generated by the Solar Facility and (b) applies only to the Solar Facility described in the Approved Application and operating at the Customer's Service Address.

2.2. This Power Sales Agreement does not give the Customer the right to retail electric service or to transmission of the Solar Energy on the Member City’s System and does not modify or otherwise affect any other agreement between the Agency, Member City, and the Customer.

3. TERM

This Power Sales Agreement shall become effective (Effective Date) when all Parties execute the Interconnection Agreement and the Power Sales Agreement and shall continue in effect for a period of _____ (XX) [Subject to negotiations] years from the date of issuance of the Permit to Operate and from year-to-year thereafter, unless terminated earlier under Section 18 of the Interconnection Agreement.

4. PURCHASE AND SALE OF CAPACITY AND ENERGY

4.1. Facility Capacity and Output. Upon issuance of the Permit to Operate and during the term of the Agreements, Customer shall sell, and the Agency shall purchase all of the Facility’s Energy output delivered to the Production Meter in commercially reasonable time and size blocks and consistent with the Project Standards. The Agency shall provide reasonable assistance to the Customer’s efforts to obtain renewable energy incentives or tax credits.

4.2. Purchase Price. The Agency shall pay for the Facility’s capacity and energy at the rate of \$0.0XXX per kWh (XXX¢/kWh) of Energy produced during the month.

4.3. Renewable Energy Credits/Green Tags. The Customer shall cooperate with the Agency in registering the Solar Energy with WREGIS or any other designated entity to create, manage and record the Solar Energy as a renewable energy credit or green tag. The Purchase Price for Solar Energy includes/does not include title to green tags or renewable energy credits to the Agency. The Agency shall retain all renewable energy credits or environmental attributes associated with the Energy.

4.4. Monthly Statement. Within 30 days from the 1st of each month, the Agency shall provide the Customer with (a) a monthly statement (“Monthly Statement”) of the Energy produced and the amount due and (b) payment of the amount due.

4.5. Objection to Statement. Within thirty (30) days of its receipt, the Customer may object to the Monthly Statement’s computation of Energy produced and/or amount due. The objection shall state the grounds for the objection and be resolved as provided in Section 17 of the Interconnection Agreement. If the Customer does not timely object, the Parties shall be conclusively bound by the Monthly Statements computation of the Solar Energy produced and/or amount due, except as provided in Section 5.

4.6. Title and Risk of Loss. Title to and risk of loss related to the Energy shall transfer from the Customer to the Agency at and after the Energy is delivered to the Production Meter.

4.7. Exception to Deliver and Purchase Obligations. The Parties respective obligations to deliver and purchase the Energy under this Section 4 are excused to the extent provided in Section 10 of the Interconnection Agreement.

4.8. Source of Agency Funds. The Agency covenants to and agrees that it will include the payments required under this Section 4 as a cost of purchased electric power and energy and as an operating expense in the Agency's annual operating budget.

5. MEASUREMENT OF FACILITY PRODUCTION

5.1. The Agency and its Member City shall install, own, maintain, repair, and replace the Production Meter as provided in Section 7 of the Interconnection Agreement.

5.2. If the Production Meter under- or over-reports the Energy production by more than two percent (2%), then the Agency shall correct the Monthly Statement in the next Monthly Statement for the under- or over-reported production for (a) the actual time period during which the error occurred, if such period can be determined, or (b) if such period cannot be determined, then a period equal to one-half (1/2) of the period from the date of the last previous test confirming the Production Meter's accuracy, provided, however, that such period in either event shall not exceed one (1) year. Payment of such billing shall constitute full adjustment of any claim between the Parties arising from an inaccurate the Production Meter.

6. ENTIRE AGREEMENT

This Interconnection Agreement and the Power Sales Agreement with exhibits and attachments shall form a single integrated agreement among the Parties and these Agreements contain the entire agreement between the Parties concerning the subject matter thereof and supersede and cancel agreements, all previous representations, warranties, commitments, and writings in respect thereto, whether oral or otherwise. Without limiting the foregoing, the Parties, for convenience, reference the following sections of the Interconnection Agreement as applicable to the Power Sales Agreement:

Section 3 Term
Section 4 Customer's Compliance with Applicable Law
Section 13 Customer Representations and Warranties
Section 14 Default
Section 15 Remedies
Section 16 Agency's and Member City Disclaimer of Warranties and Liability
Section 17 Dispute Resolution
Section 18 Termination
Section 19 Disconnection and Survival of Obligations on Termination
Section 20 Assignment
Section 21 Liability
Section 22 Insurance
Section 23 Indemnification
Section 24 Force Majeure
Section 25 General Provisions

7. SIGNATURES

Dated this ____ day of _____, 20____.

For the Customer – [Name]

Name: _____

Signature: _____

Title: _____

For the Agency - Utah Municipal Power Agency

Name: _____

Signature: _____

Title: _____

