

CLAYTON COUNTY WATER AUTHORITY

Request for Proposals

SOLAR ENERGY PROCUREMENT AGREEMENT (SEPA) PROPOSALS

Proposal Number: 2018-ADM-03

Bid Opening: Thursday, January 11, 2018 at 3:00 p.m. (local time)
1600 Battle Creek Road, Morrow, GA 30260

ADDENDUM # 2

Dated: January 8, 2018

Acknowledgment of receipt of this addendum **MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE TO THE RFP.**

CLARIFICATIONS:

1. The optional “buy-out” of the system(s) referred to in the RFP documents applies at year 20 as well. CCWA shall have the option to buy out any or all the sites at a fair market at years 10, 15, and 20.
2. Replace page 1-2.2 of the RFP documents with the revised page 1-2.2R provided with this Addendum to include above clarification.
3. Replace page 2-5.4 with revised page 2-5.4R of the Cost Proposal Form provided with this Addendum to include above clarification.
4. Replace the Agreement Form included in the RFP documents with the revised Agreement Form provided with this Addendum on pages 3-1.1R through 3-1.37R.

QUESTIONS:

1. We understand that at the time the bids are opened only the names of the bidders will read aloud, but no cost/savings information will be announced. After you picked the successful bidder, will you share this cost/savings information with the other bidders?

Answer:

Yes, all information provided by the Proposers is a matter of public records as required and governed by the Georgia Open Records Act, and will be available after award by our CCWA Board of Directors.

2. Your proposal schedule does not indicate a completion date. When do you expect the completion of the project?

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Answer:

The tentative schedule for the project indicates Contract Award in April 2018. There is no project completion deadline per se. This deadline will be determined during the SEPA negotiation period, but assume a December 31, 2018 tentative project completion date.

3. **Div. 2, Section 1, item 8 refers to a contractor's license. What type of license are you refereeing to? Is this a Georgia General Contractor's license?**

Answer:

That requirement is for any required license needed to perform the work. In this case that would be a Georgia General Contractor's license.

4. **What is the age of the roofs at the headquarter building and at the water production facility?**

Answer:

The Battle Creek HQ's building roof was installed in 1995, and an additional west wing was added in 2002. The Terry Hicks facility's roof over the process area was installed in 1999 and inspected in 2016, and it is in good condition.

5. **The Trump Administration most likely will not determine the actual tariffs on PV modules prior to your present deadline for submitting our proposal. Due to the large number of modules required for your project, this will be a major factor in accurately pricing this project. Can the due date be extended for 2 – 3 weeks?**

Answer:

No, CCWA will not extend the proposal deadline date.

6. **Due to the different\$/kWh rates, Clayton County might realize the highest savings, if the project is divides into 3 or at least 2 individual stand-alone projects to. In addition, this will attract additional mid-size companies**

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increasing the overall number of bidders. Will you consider and accept proposals for just Site 2 and Site 3?

Answer:

Clayton County Water Authority will not accept proposals for just one or two sites. Proposals should be submitted in aggregate for all three sites.

7. **Will there be a fence required for the WB Casey Site or is the site already behind a fence? If so can you provide the specifications of the required fence?**

Answer:

No fence will be required around the solar site at the Casey facility. The Casey facility has a fence and security gates currently installed.

8. **There will be a bid bond of 5% of the total cost of the contract. Is this for the total cost of construction or the total cost of the SEPA agreement over the 20-year term?**

Answer:

A Bid Bond will not be required for this project.

9. **There is no Payment and performance bonding listed in this RFP. Are we to assume that there is no P&P bond needed?**

Answer:

A Payment and Performance bond will not be required for this project.

10. **The RFP states that “bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier’s check, or acceptable bid bond in an amount not less than five percent (5%) of the bid amount”. I was wondering if such payment were still required, as our contact price will not be quoted as a total dollar amount, but instead as a \$/kWh?**

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Answer:

A Bid Bond will not be required for this project.

11. **Can you provide a copy of the pre-proposal meeting sign-in sheet?**

Answer:

Sign-in sheets are provided on the last 3 pages of this Addendum.

12. **In an effort to provide as comprehensive a bid as possible, please find our diligence questions below. We have a separate legal request/recommendation for the contract provided in the RFP package, based on our prior experience.**

- **Contract Language Request/Recommendation(s):**

- A) **Please revise the SEPA document to reference a Solar Energy Procurement Agreement (vs. Solar Energy Purchase Agreement). Note the enabling legislation for agreements of this type (attached for reference - HB 57) specifically codifies Solar Energy Procurement Agreements, because the Utility resisted the term Power Purchase Agreement. Our understanding is the Utility has challenged the language of other municipalities agreements when worded as Power Purchase Agreements, as the RFP does on p. 1-2.2, 3-1.1, 3-1.34. To enable to highest likelihood for a successful RFP, we recommend adjusting the language accordingly, as other municipalities had to withdraw RFPs and delay processes due to the prospect of a legal challenge.**

Answer:

The legal document will be updated to use the terminology within HB 57. See clarification 4 above.

- B) **Please also note a preference we will express in our bid for the RFP regarding Section 1 ("Purchase and Sale of Electricity") of the General Terms and Conditions. Due to the Utility's perspective on an inability**

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of third-parties to sell electricity (as expressed in Section 1), we suggest incorporating the mechanics of the enabling legislation.

WHEREAS, this Agreement is an arrangement under which Seller will finance the installation and operation of solar technology in which the payments are based on the performance and output of the solar technology installed by Seller, and therefore is a solar energy procurement agreement as that term is defined by O.C.G.A. § 46-4-62(12); and

WHEREAS, Seller desires to provide to Purchaser, and Purchaser desires to receive and utilize, Solar Energy to be generated by solar technology at the Facility Site and other locations and made available to Purchaser consistent with the laws of the State of Georgia, including but not limited to the Solar Power Free-Market Financing Act of 2015, O.C.G.A. § 46-3-60, et seq. (the "Act");

Answer:

The legal document will be updated to use the terminology within HB 57. See clarification 4 above.

13. **Please provide any third-party work provided to the County in preparation for its RFP, which helped inform the structures, sizing etc. Please include any prospective bids the county received in developing its RFP strategy. Please incorporate any materials that would be readily available through a FOIA request.**

Answer:

CH2M is the consulting engineer on this project. No prospective bids or proposals from solar EPC firms were received for this project. CH2M used interval data for each account (provided in Addendum #1) for sizing purposes. Addendum #1 also provided site drawings for the Casey facility to identify the previous facility which was previously located on the proposed solar site.

14. **Please provide the past twelve months of utility bills (or pull of all Energy Direct bill data for the past 12-months). Please include all charges in the bill (Nuclear Cost Recovery, Fuel, Environmental etc.).**

Answer:

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A D D E N D U M # 2

Click on the links provided below for the following facilities:

- Headquarters Building – Click [HERE](#)
- Terry Hicks Water Production Facility – Click [HERE](#)
- W B Casey Water Reclamation Facility – Click [HERE](#)

- 15. Please advise of any discussions with the Utility regarding pro forma impact of the system on future energy rate / tariff. Please provide detail on any discussions regarding changing any of the applicable rate schedules and the pro forma impact these changes would have.**

Answer:

Georgia Power has been informed about this project and provided with the RFP. Both the local Georgia Power account representative and Georgia Power Renewable Development staff have been informed about this project. Georgia Power has not performed an analysis on the impact of the project, but will after bids are received and solar production data is provided, Georgia Power has offered to perform an analysis using their pricing model software.

- 16. Please provide any surveys, soil tests, or third-party site analysis (environmental) completed on the properties to date.**

Answer:

No soil tests have been completed, but please refer to Addendum #1 for full site details.

- 17. In an effort to guarantee the best possible price (and ultimately create the best economic return for the county over the 20-year commitment), please provide context on the desired timing of the bid - in light of the upcoming [Solar Panel Tariff](#) decision. With an anticipated resolution the week after the bid deadline, proposers will have much more certainty regarding the price of solar panels once the decision has been made. Panels make up ~30% of the total project cost (~7,000 panels for the largest installation), and these prices could move ~20%. In our opinion, bids on the 10th will artificially inflate the impact of the decision causing a higher price for a 20-year project due to a short-term regulatory outcome.**

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Answer:

No, Clayton County Water Authority will not extend the proposal deadline date.

18. **The RFP states that public works projects in excess of \$100K are subject to bid bonds. As this will be a third-party owned system (and therefore, not technically a public works project) and as there is no upfront cost required of CCWA, is the bid bond still required? If so, what amount should the bond be based off of?**

Answer:

A Bid Bond will not be required for this project.

19. **Does CCWA have geotechnical information and documentation of the basin filling? (compaction tests, etc.)**

Answer:

No geotechnical study has been performed since the old plant was demolished.

20. **Does CCWA have any documentation of the old WWTP demolition? Should we expect to encounter below grade concrete structures?**

Answer:

Addendum #1 provides the previous WWTP demolition plan. This set of drawings shows the previous concrete structures, the structures that were demolished, and the structures that remain below grade.

21. **Does CCWA have existing condition topographic survey of the site?**

Answer:

Clayton County Water Authority does not have a recent survey of the proposed solar site. Any existing survey was completed before the previous WWTP was demolished. Some GIS information for the site may be located on Clayton County's GIS website (click [HERE](#)).

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ADDENDUM # 2

- 22. Can CCWA confirm the existing site is within flood zone X? The only FIRM panel we can find shows the site before the basin was filled.**

Answer:

To see maps showing the 100-year and 500-year flood plain, please click [HERE](#).

- 23. Looking at the Hicks Plant, there is an area across the street, on the side of ponds that looks to be property of CCWA. This area is pretty close to the interconnection, and looks perfect for PV. Is it open for development?**

Answer:

Clayton County Water Authority has looked at all potential areas for solar development. The roof of the Hicks plant is the only area which is slated for solar development for this RFP.

- 24. Are there any other drawings that show what structures remain on the site?**

Answer:

Addendum #1 provides the previous WWTP demolition plan. This set of drawings shows the previous concrete structures, the structures that were demolished, and the structures that remain below grade.

- 25. Is there a recent phase one environmental report on the property site or the overall site for the campus?**

Answer:

There is not a recent phase 1 environmental report available.

- 26. Confirmation that there is no bid bond requirement.**

Answer:

A Bid Bond will not be required for this project.

- 27. Paragraph 12 on page 2-1.3 of the RFP requires a 5% bid bond for "Bids for public works whose price exceeds \$100,000." For several reasons, we do not believe that this requirement applies to the SEPA that is the subject of the RFP. Please confirm that a bid bond is not required.**

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Answer:

A Bid Bond will not be required for this project.

28. **Regarding the insurance certificates required under Division 2, Section 3, are these required to be submitted along with the bid or can they be submitted after the bid has been awarded? If they need to be submitted with the bid, please confirm that a bidder can wait to add CCWA as an additional insured until after it is notified that its proposal has been accepted.**

Answer:

The insurance requirements are included in the RFP for information purposes only, and any cost associated with acquiring and maintaining such insurance is included in the proposal costs. Insurance certificate and corresponding endorsements will only be required from the awarded vendor.

29. **Since a contractor cannot award subcontracts until after notification that its proposal has been selected, please confirm that the Subcontractor Affidavit can be executed at the time the subcontracts are awarded and executed.**

Answer:

Proposers must submit the Subcontractor Affidavit with their proposal submission for any Subcontractor that is anticipated to be used for this project. However, CCWA does understand that subsequent Subcontractors may be selected (after award) by the successful vendor. At such time the successful vendor will be required to submit a Subcontractor Affidavit for such subsequent Subcontractors. If the proposer does not have any Subcontractor to submit with their proposal response, the Subcontractor Affidavit should be submitted with an "N/A".

SIGNATURE

COMPANY NAME

DATE

Division 1

Project Description

Section 2: General Overview

raw water reservoirs and can produce up to 42 million gallons per day of potable water and treat up to 38.4 million gallons of wastewater every day. CCWA staff maintains approximately 1,500 miles of water distribution pipes, 1,300 miles of sewer conveyance pipes and 500 miles of stormwater infrastructure. CCWA owns and maintains three water treatment plants and three wastewater treatment plants. Moreover, CCWA has been named one of the “Top Water Wise Communities” in the U.S. and a “Utility of the Future Today” by industry peers. In July 2017, Moody’s Investor Service provided CCWA with a Aa2 rating stating, “Clayton County Water Authority has a strong credit position, and its Aa2 rating is on par with the median rating of Aa2 for water and wastewater systems nationwide. The notable credit factors include a large system size, an exceptionally low debt profile, healthy debt service coverage and strong liquidity. However, the system's service area has below-average income levels.” The full Moody’s credit rating document can be found in Appendix B.

2.4 Non-Mandatory Pre-Proposal Meeting and Site Visit

A non-mandatory pre-proposal meeting and site visit will be held on Thursday, December 21, 2017 at 3:00 p.m. at the WB Casey Water Reclamation Facility located at 688 Flint River Road, Jonesboro, GA 30238. At this meeting, solar power providers will have the opportunity to see the proposed solar sites along with asking project and proposal-related questions. If a company representative cannot attend the meeting during the date and time specified above, contact Marshall Maddox at marshall.maddox@ccwa.us, or **770-960-5213** to schedule a site visit. At least 24 hours advance notice must be given for all site visits.

2.5 Anticipated Contract Terms

The following provides information on the anticipated details of the contract terms:

- a. The term of the Solar Energy Procurement Agreement (“SEPA”) shall be 20 years with an optional buy-out of the system(s) **in years 10, 15, and 20**. CCWA shall have the option to buy out any or all the sites at a fair market **at years 10, 15, and 20**.
- b. The selected solar provider will have qualified personnel (either staff or on a contract basis) to construct and maintain the solar installation(s), including, but not limited to a Georgia-registered master electrician and a

Division 2

Proposal Submittals

Section 5: Cost Proposal Form

Year 18					
Year 19					
Year 20					
TOTAL (kWh)					

Rates should be provided in cents per kWh. One aggregate price per kWh should be provided for all facilities.

Year: Defined as a 365-day period beginning on the Commercial Operation Date. This date will be agreed upon by CCWA and the selected solar provider.

COST PROPOSAL- BUY-OUT OPTION PRICING

The fee/rate schedule shall be all-inclusive for all costs. The rate schedule will be used to negotiate future work that is not included in the scope as defined in this RFP and it yet to be defined.

	Buy-out option (\$) - WB Casey Water Reclamation Facility Site	Buy-out option (\$) - Terry R. Hicks Water Production Plant Site	Buy-out option (\$) - CCWA Headquarters Site
Year 10			
Year 15			
Year 20			

A buy-out option price should be provided in years 10, 15, and 20. Provide buy-out option pricing for each site individually. CCWA reserves the right to exercise the buy-out option on one or all the sites.

Year: Defined as a 365-day period beginning on the Commercial Operation Date. This date will be agreed upon by CCWA and the selected solar provider.

Submitted by: _____

Division 3

Contract Forms

Section 1: Agreement Form – Revised

SOLAR ENERGY PROCUREMENT AGREEMENT

This Solar Energy Procurement Agreement Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser		Seller	
Name and Address		Name and Address	
Phone		Phone	
Fax		Fax	
E-mail		E-mail	
Premises Ownership	Purchaser: <input type="radio"/> owns <input type="radio"/> leases the Premises. List Premises Owner, if different from Purchaser: _____	Additional Seller Information	Contractor’s License Number
Tax Status			
Project Name			

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electricity from the solar panel system described in **Exhibit 2** (the “**System**”) and installed on the real property comprising Purchaser’s premises described or depicted in Schedule A to **Exhibit 2** (the “**Premises**”), including any buildings and other improvements on the Premises other than the System (the “**Improvements**”).

Division 3

Contract Forms

Section 1: Agreement Form – Revised

The exhibits listed below are incorporated by reference and made part of this Agreement:

- Exhibit 1** Pricing
- Exhibit 2** System Description, Delivery Point and Premises
- Exhibit 3** General Terms and Conditions
- Exhibit 4** Performance Guaranty

Purchaser: _____
Signature: _____
Printed Name: _____
Title: _____
Date: _____

Seller: _____
Signature: _____
Printed Name: _____
Title: _____
Date: _____

Division 3

Contract Forms

Section 1: Agreement Form – Revised

Exhibit 1

Pricing

1. **Initial Term:** Twenty (20) years, beginning on the Commercial Operation Date (the “Initial Term”).
2. **Additional Terms:** Up to three (3) terms of five (5) years each beginning on the expiration of the Initial Term (each an “Additional Term”).
3. **Contract Price:**

Contract Year	\$/kWh
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

The first Contract Year shall commence on the Commercial Operation Date, and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

4. **Contract Price Assumptions.** The Contract Price is based on the following assumptions:
 - a. A payment or performance bond is is not being issued to Purchaser under this Agreement.

Division 3

Contract Forms

Section 1: Agreement Form – Revised

- b. Interconnection costs for the System will not exceed \$[] in the aggregate.
 - c. Statutory prevailing wage rates (e.g., Davis-Bacon) do do not apply.
 - d. A Performance Guaranty is being provided by the Seller.
 - e. All prices in this Agreement are calculated based on an upfront rebate of \$[].
 - f. The Contract Price is inclusive of Seller's Taxes (as defined in Section 3(d) of **Exhibit 3**) at the rates in effect as of the Effective Date (to the extent that such rates are known or knowable by Seller on the Effective Date).
5. **Contract Price Exclusions.** Unless Seller and Purchaser have agreed otherwise in writing, and except as otherwise provided in Section 2(c) of Exhibit 3, the Contract Price excludes the following:
- a. Unforeseen groundwork (including excavation and circumvention of underground obstacles). Upgrades or repair to customer or utility electrical infrastructure (including: client or utility service, transformers, substations, poles, breakers, reclosers, and disconnects).
 - b. Snow removal, tree removal, tree trimming, mowing and any landscape improvements.
 - c. Decorative fencing and/or any visual screening materials, decorative enhancements to solar support structures (including: painting, paint matching, masonry/stone work, and any lighting not required to meet the minimum code compliance).
 - d. Removal of existing lighting, light poles, or concrete light post bases.
 - e. Roof membrane maintenance or reroofing work.
 - f. Structural upgrades to the Improvements, including ADA upgrades.
 - g. Installation of public information screen or kiosk (including accompanying internet connection, power supply, technical support and ADA access).
 - h. Changes in System design caused by any inaccuracy or ambiguity in information provided by Purchaser, including information regarding Purchaser's energy use, the Premises and the Improvements, including building plans and specifications.

Division 3

Contract Forms

Section 1: Agreement Form – Revised

6. Termination Payment Schedule (Exhibit 3, Section 11(b)):

Contract Year	Termination Payment (\$)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

Division 3

Contract Forms

Section 1: Agreement Form – Revised

Exhibit 2

System Description, Delivery Point and Premises

1. System Location:
2. System Size (DC kW):
3. System Description (Expected Structure, Etc.):
4. **Delivery Point and Premises:** Schedule A to this **Exhibit 2** contains one or more drawings or images depicting:
 - a. Premises, including the Improvements (as applicable);
 - b. Proposed System location;
 - c. Delivery point for electricity generated by the **System** (the “**Delivery Point**”);
 - d. Access points needed for Seller to install and service the System (building access, electrical room, stairs etc.); and
 - e. Construction assumptions (if any).

Schedule A

Division 3

Contract Forms

Section 1: Agreement Form – Revised

Exhibit 3

MASTER SERVICES AGREEMENT

General Terms and Conditions

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15.	Indemnification and Limitations of Liability.....	3-1.25R
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17.	Confidentiality	3-1.27R
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Division 3

Contract Forms

Section 1: Agreement Form – Revised

MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter “Agreement”) is made by and between Clayton County Water Authority (hereinafter “Purchaser”), a local governmental authority, with offices at 1600 Battle Creek Rd., Morrow, GA (“Client”), and _____, (hereinafter “Seller”) a _____ company with offices located at _____ (collectively “Parties”), and entered into on the _____ day of _____, 20____, the “Effective Date”, and the Parties agree as follows:

General Terms and Conditions

1. **Purchase and Sale of Electricity.** This Agreement is an arrangement under which Seller will finance the installation and operation of solar technology in which the payments are based on the performance and output of the solar technology installed by Seller, and therefore is a solar energy procurement agreement as that term is defined by O.C.G.A. § 46-4-62(12); and

Seller desires to provide to Purchaser, and Purchaser desires to receive and utilize, Solar Energy to be generated by solar technology at the Facility Site and other locations and made available to Purchaser consistent with the laws of the State of Georgia, including but not limited to the Solar Power Free-Market Financing Act of 2015, O.C.G.A. § 46-3-60, et seq. (the "Act"); and

Purchaser shall receive from Seller and Seller shall provide to Purchaser, all of the electricity generated by the System during the Term (as defined in Section 2(a)). Electricity generated by the System shall be delivered to Purchaser at the Delivery Point. Title to and risk of loss for the electricity generated by the System passes to Purchaser from Seller at the Delivery Point. Purchaser may receive electricity for the Premises from other sources to the extent Purchaser's electricity consumption requirements at the Premises exceed the output of the System.

2. **Term and Termination.**

- a. **Effective Date; Term.** This Agreement is effective as of the Effective Date. The electricity supply period under this Agreement commences on the Commercial Operation Date (as defined in Section 6) and continues for a duration of twenty (20) years (the “Initial Term”) and any Additional Terms, unless earlier terminated as provided for in this Agreement (collectively, the “Term”).

Division 3

Contract Forms

Section 1: Agreement Form – Revised

- b. **Additional Terms**. This Agreement will be renewed for an Additional Term of five (5) years at the current terms of this Agreement, so long as the Parties agree to the Additional Term, and any Additional Terms that follow, in writing which is signed and attested to by both Parties. This agreement will be eligible for renewal up for _____ Addition Terms of five (5) years after the Initial Term.
 - c. **Termination Due to Contract Price Adjustments or Lack of Project Viability**. If, at any time after the Effective Date and prior to Commencement of Installation (as defined in Section 5), (i) circumstances arise which have been excluded from Contact Price calculations pursuant to Section 5 of Exhibit 1, or Seller determines that the installation of the System will not be technically or economically viable for any other reason, and (ii) the Parties have negotiated a Contract Price adjustment for thirty (30) days following written notice from Seller without reaching agreement, either Party may terminate this Agreement by providing ten (10) days' prior written notice to the other Party. Neither Party shall be liable for any damages in connection with such termination. After Commencement of Installation, the Contract Price shall not be subject to further adjustment pursuant to Section 5 of Exhibit 1 or otherwise.
 - d. **Termination by Purchaser for Delay**. If Commencement of Installation has not occurred [_____] days after the Effective Date, Purchaser may terminate this Agreement by providing thirty (30) days' prior written notice to Seller; provided that this Agreement will not terminate pursuant to this Section 2(d) if Seller achieves Commencement of Installation on or before the end of such thirty (30) day notice period. Purchaser shall not liable for any damages in connection with such termination.
 - e. **Termination for Convenience**. After a period of seven (7) years from the Effective Date, this Agreement may be terminated by the Purchaser, with or without cause, upon thirty (30) days written notice to the Seller as provided herein.
3. **Billing and Payment; Taxes**.
 - a. **Monthly Charges**. Purchaser shall pay Seller monthly for the electricity generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the "**Contract Price**"). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of electricity generated during the applicable month, as

Division 3

Contract Forms

Section 1: Agreement Form – Revised

measured by the Meter (as defined in Section 11). Additional costs for items differing from the assumptions in **Exhibit 1**, Item 4 are Purchaser's responsibility. **Monthly Invoices**. Seller shall invoice Purchaser monthly. Such monthly invoices shall state (i) the amount of electricity produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser.

- b. **Payment Terms**. All amounts due under this Agreement are due and payable net thirty (30) days following receipt of invoice. Any undisputed portion of the invoice amount not paid within such thirty (30) day period shall accrue interest at the annual rate of one percent (1%) above the Prime Rate (but not to exceed the maximum rate permitted by law). All payments shall be made in U.S. dollars.
 - c. **Seller's Taxes**. Seller is responsible for: (1) payment of income taxes or similar taxes imposed on Seller's revenues due to the sale of electricity under this Agreement; and (2) personal property taxes imposed on the System ("**Seller's Taxes**").
4. **RECs and Incentives**. As the owner of the System, Seller is entitled to the benefit of, and will retain all ownership interests in the RECs and Incentives. Purchaser shall cooperate with Seller in obtaining, securing and transferring any and all RECs and Incentives. Purchaser is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless agreed to by Purchaser and reimbursed by Seller. Purchaser shall not make any filing or statements inconsistent with Seller's ownership interests in the RECs and Incentives. If any RECs or Incentives are paid or delivered directly to Purchaser, Purchaser shall immediately pay or deliver such items or amounts to Seller.

"Governmental Authority" means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority having jurisdiction or effective control over a Party.

"Incentives" means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the System such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production

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of the System, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits under federal, state or local law, and (iv) any other attributes, commodity, revenue stream or payment in connection with the System (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the System, provided that Incentives shall not include RECs.

“**REC**” means a renewable energy credit or certificate under any state renewable portfolio, standard or federal renewable energy standard, voluntary renewable energy credit certified by a non-governmental organization, pollution allowance, carbon credit and any similar environmental allowance or credit and green tag or other reporting right under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program, in each case relating to the construction, ownership, use or production of energy from the System, provided that RECs shall not include Incentives.

5. Project Completion.

- a. **Project Development.** Seller shall diligently pursue the development and installation of the System, subject to Section 2(c), Section 11 and the remaining provisions of this Section 5.
- b. **Permits and Approvals.** Seller shall obtain the following at its sole cost and expense (each an “**Approval**”):
 - i. Any zoning, land use and building permits required for Seller to construct, install and operate the System; and
 - ii. Any agreements and approvals from the utility necessary in order to interconnect the System to the utility’s electric distribution system.

Purchaser agrees to cooperate with Seller’s reasonable and timely requests to assist Seller in obtaining such Approvals, including, without limitation the execution of documents required to be provided by Purchaser to the local utility.

- c. **Commencement of Installation.** Seller shall exercise commercially reasonable efforts to achieve Commencement of Installation of the System within [] days after the Effective Date. “**Commencement of Installation**” means the date that Seller or its installation contractor has begun physical installation of the System on the Premises.
- d. **Force Majeure.**

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- i. **Force Majeure Event**. If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of the System to deliver electricity to the Delivery Point, the Term will be extended day for day for each day delivery is suspended due to the Force Majeure Event.
- ii. **Extended Force Majeure**. If a Force Majeure Event notified by either Party under paragraph (i) above continues for a consecutive period of one hundred and eighty (180) days or more within a twelve (12) month period, then either Party may terminate this Agreement without either Party having further liability under this Agreement except: (a) liabilities accrued prior to termination and (b) Seller shall remove the System as required under Section 9 at Seller's own expense. Any outstanding amounts due to Seller from Purchaser shall be paid in the event of a Force Majeure event and termination is invoked pursuant to this section.
- iii. **"Force Majeure Event"** means any event or circumstance beyond the reasonable control of and without the fault or negligence of Seller, including, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; piracy; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; animals; change in laws, the binding order of any Governmental Authority; the failure to act on the part of any Governmental Authority (including, without limitation delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of

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electricity from the utility grid; and failure or unavailability of equipment, supplies or products outside of Seller's control or due to a Force Majeure Event.

- e. **Extension of Time.** If Seller is delayed in achieving Commencement of Installation due to a Force Majeure Event, the time for achievement of Commencement of Installation will be automatically extended to account for the impact of the delay. Such extension shall not exceed one hundred and eighty (180) days unless agreed to in writing by Purchaser.
- f. **Commercial Operation.** Seller shall notify Purchaser in writing when it has achieved Commercial Operation (the date of such notice, the "**Commercial Operation Date**"). "**Commercial Operation**" means that the System is mechanically complete, capable of providing electricity to the Delivery Point at the nameplate capacity specified in Exhibit 2 and has permission to operate from the relevant Governmental Authority. Seller shall provide Purchaser with documentation to evidence that the System is ready to begin Commercial Operation upon Purchaser's reasonable request.

6. Installation, Operation and Maintenance.

- a. **Seller's General Obligations Regarding the System.** Subject to the terms and conditions of this Agreement, Seller shall design, engineer, install, commission, monitor, operate and maintain the System, in each case in a good and workmanlike manner and in accordance with applicable law and prudent solar industry practices in the state in which the Premises are located. The System shall comply with all applicable rules, regulation and local building codes.
- b. **System Design Approval.** Seller shall provide Purchaser with a copy of the System design for approval prior to commencement of construction. Purchaser shall have thirty (30) days after receipt to approve or disapprove the design. Failure by Purchaser to respond within such thirty (30) day period shall be deemed approval of the design. If Purchaser disapproves the design, Seller shall modify the design and resubmit it for Purchaser's approval. If the System design modifications requested by Purchaser render the System non-viable, Seller may terminate this Agreement under Section 2(c) above.
- c. **System Repair and Maintenance.** Seller may suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System; provided that Seller shall use

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commercially reasonable efforts to (i) minimize any interruption in service to the Purchaser, and (ii) limit any such suspension of service to weekend or off-peak hours. Scheduled and unscheduled maintenance and repairs shall be undertaken at Seller's sole cost and expense, except that Purchaser shall reimburse Seller for the reasonable cost of any repairs or maintenance resulting from damage caused by Purchaser, its agents, employees or contractors.

- d. **Outages.** Upon Purchaser's written request, Seller shall take the System off-line for a total of forty-eight (48) daylight hours during each Contract Year (each event an "**Outage**" and the forty-eight (48) hour period the "**Outage Allowance**"). The Outage Allowance includes all Outage hours requested by Purchaser under this Section 6(d) (other than due to the fault or negligence of Seller). Purchaser's request shall be delivered at least forty-eight (48) hours in advance. Purchaser is not obligated to accept or pay for electricity from the System for Outages up to the annual Outage Allowance. If the aggregate hours for Outages exceed the Outage Allowance in a given Contract Year due to Purchaser's actions, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Outages and Purchaser shall pay Seller for such amount in accordance with this Agreement.
- e. **Maintenance of Premises.** Purchaser shall, at its sole cost and expense, maintain the Premises and Improvements, excluding Seller's installed facilities, in good condition and repair. Purchaser, to the extent within its reasonable control, (i) shall ensure that the Seller's facilities remains interconnected to the local utility grid at all times; and (ii) shall not permit cessation of electric service to the Premises and Seller's facilities from the local utility. Purchaser is fully responsible for, and shall properly maintain in full working order and good repair, the electrical infrastructure on the Purchaser's side of the Delivery Point, including all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall use commercially reasonable efforts to cooperate with Seller to comply with any technical standard of the utility providing electrical power to the Purchaser, and does not need to receive permission to operate from the utility.
- f. **No Alteration of Premises.** Not less than thirty (30) days prior to making any alterations or repairs to the Premises (except for emergency repairs) or any Improvement which may adversely affect the operation and maintenance of the System, Purchaser shall inform Seller in writing and, thereafter, shall use commercially reasonable efforts to conduct such

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repairs, alterations or Improvements in compliance with any reasonable request made by Seller within ten (10) days after having received such written request to mitigate any adverse effect. If any repair, alteration or Improvement result in a permanent and material adverse economic impact on the System, Purchaser may request relocation of the System under Section 8 hereof. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, Seller shall perform such work, and any re-connection or re-installation of the System, at Purchaser's cost, subject to Sections 6(b) and 6(c). Seller shall make any alterations and repairs in a good and workmanlike manner, in compliance with all applicable laws, codes and permits.

7. Miscellaneous Rights and Obligations of the Parties.

- a. **Access Rights.** Purchaser hereby grants to Seller and to Seller's agents, employees, contractors and the utility (i) a non-exclusive license running with the Premises (the "**Non-Exclusive License**") for access to, on, over, under and across the Premises from the Effective Date until the date that is ninety (90) days following the date of expiration or earlier termination of this Agreement (the "**License Term**"), for the purposes of performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement and otherwise as required by Seller in order to effectuate the purposes of this Agreement. In addition to the foregoing, if the System shall be a ground-mounted System to be located within a secure, fenced area on the Premises, Purchaser hereby grants to Seller an exclusive, sub-licensable license running with the Premises (the "**Exclusive License**", and together with the Non-Exclusive License, the "**Licenses**") for purposes of the installation, operation, use and maintenance of the System on such exclusively licensed area of the Premises during the License Term. Seller and its employees, agents and contractors must comply with Purchaser's site safety and security requirements when on the Premises (other than in respect of the fenced area governed by the Exclusive License) during the License Term. During the License Term, Purchaser shall preserve and protect Seller's rights under the Licenses and Seller's access to the Premises and shall not interfere with such rights or access.
- b. **OSHA Compliance.** Each Party shall comply with all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws and codes with respect to such Party's performance under this Agreement.

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- c. **Safeguarding the Premises.** Purchaser shall maintain the physical security of the Premises and Improvements in a manner to be expected of a reasonable and prudent owner or lessee of premises and improvements similar to the Premises and Improvements in nature and location. Purchaser shall not conduct or permit activities on, in or about the Premises or the Improvements that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- d. **Insolation.** Purchaser acknowledges that unobstructed access to sunlight (“**Insolation**”) is essential to Seller’s performance of its obligations and a material term of this Agreement. Purchaser shall not, to the extent within its reasonable control, cause or permit any interference with the System’s Insolation, and shall ensure that vegetation on the Premises adjacent to the System is regularly pruned or otherwise maintained to prevent interference with the System’s Insolation. If Purchaser discovers any activity or condition that could diminish the Insolation of the System, Purchaser shall immediately notify Seller and cooperate with Seller in preserving and restoring the System’s Insolation levels as they existed on the Effective Date.
- e. **Use and Payment of Contractors and Subcontractors.** Seller shall use suitably qualified, experienced and licensed contractors and subcontractors to perform its obligations under this Agreement. However, Seller shall be responsible for the quality of the work performed by its contractors and subcontractors and Seller warrants that all such work shall be performed to industry standards. Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement.
- f. **Liens.**
 - i. **Lien Obligations.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature, except such encumbrances as may be required to allow Seller access to the Premises, (each a “**Lien**”) on or with respect to the System. Seller shall not directly or indirectly cause, create, incur, assume or allow to exist any Lien on or with respect to the Premises or the Improvements, other than those Liens which Seller is permitted by law to place on the Premises due to non-payment by Purchaser of amounts due under this Agreement. Each Party shall immediately notify the other Party in writing of the existence of any such Lien

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following discovery of same, and shall promptly (and in all events within thirty (30) days) cause the same to be discharged and released of record without cost to the other Party; provided, however, that each indemnifying Party has the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either removes such Lien from title to the affected property, or that assures that any adverse judgment with respect to such Lien shall be paid without affecting title to such property.

- ii. **Lien Indemnity**. Seller shall indemnify the Purchaser from and against all claims, losses, damages, liabilities and expenses resulting from any Liens filed against Purchaser's property as a result of the Seller's breach of its obligations under Section 7(f)(i).

8. Relocation of System

If Purchaser is otherwise unable to continue to host the System or accept the electricity delivered by the System for any other reason (other than a Default Event by Seller), Purchaser may propose in writing the relocation of the System, in lieu of termination of the Agreement by Seller for a Default Event by Purchaser. If such proposal is practically feasible and preserves the economic value of the agreement for Seller, the Parties shall seek to negotiate in good faith an agreement for the relocation of the System and the reimbursement of relocation costs from Purchaser to Seller. If the Parties are unable to reach agreement on relocation of the System within sixty (60) days after the date of receipt of Purchaser's proposal, Seller may terminate this Agreement pursuant to Section 11(b)(ii).

9. Removal of System upon Termination or Expiration

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option under Section 14(b)), Seller shall, at its expense (unless expressly provided otherwise in this Agreement), remove all of the tangible property comprising the System from the Premises with a targeted completion date that is no later than ninety (90) days after the expiration of the Term. The portion of the Premises where the System is located shall be returned to its original condition (, including the removal of System mounting pads or other support structures, and repair and restoration of the roof and the roof membrane. If the System is installed on the roof of an Improvement, Seller's warranties under Section 12(c)(i) shall apply, as applicable. Purchaser must provide sufficient access, space and cooperation as reasonably necessary to facilitate System removal. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser may, at its

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option, to remove the System to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Seller's cost.

10. Measurement.

- a. **Meter.** The System's electricity output during the Term shall be measured by Seller's meter, which shall be a revenue grade meter that meets ANSI-C12.20 standards for accuracy (the "**Meter**"). Purchaser shall have access to the metered energy output data via the [] monitoring system installed and maintained by Seller as part of the System.
- b. **Meter Calibration.** Seller shall calibrate the Meter in accordance with manufacturer's recommendations. Notwithstanding the foregoing, Purchaser may install, or cause to be installed, its own revenue-grade meter at the same location as the Meter. If there is a discrepancy between the data from Purchaser's meter and the data from the Meter of greater than two percent (2%) over the course of a Contract Year, then Purchaser may request that Seller calibrate the Meter at Purchaser's cost.

11. Default, Remedies and Damages.

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "**Defaulting Party**", the other Party is the "**Non-Defaulting Party**" and each of the following is a "**Default Event**":
 - i. Failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within thirty (30) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("Payment Default");
 - ii. Failure of a Party to perform any material obligation under this Agreement not addressed elsewhere in this Section 11(a) within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within thirty (30) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed ninety (90) days;
 - iii. Any representation or warranty given by a Party under this Agreement was incorrect in any material respect when made and is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

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- iv. Seller becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs, or proceedings are taken in any jurisdiction with respect to the Seller which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is(are) not dismissed within sixty (60) days); or,

b. **Remedies.**

- i. **Suspension.** Upon the occurrence and during the continuation of a Default Event by Purchaser, including a Payment Default, Seller may suspend performance of its obligations under this Agreement until the earlier to occur of the date (a) that Purchaser cures the Default Event in full, or (b) of termination of this Agreement.
- ii. **Termination.** Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing five (5) days prior written notice to the Defaulting Party; provided, that, in the case of a Default Event under Section 11(a)(iv), the Non-Defaulting Party may terminate this Agreement immediately, or for any other applicable reason under this Agreement.
- iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement pursuant to a Party's default, the Defaulting Party shall pay a termination payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
 - (1) **Termination by Seller.** If Seller terminates this Agreement for a Default Event by Purchaser, the Termination Payment payable to Seller shall be equal to the sum of (i) the applicable amount set forth in the Termination Payment Schedule set forth as Item 6 of **Exhibit 1**, and (ii) any other amounts previously accrued under this Agreement and then owned by Purchaser to Seller.
 - (2) **Termination by Purchaser.** If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser will be equal to the sum of (i) the present value of the excess, if any, of the reasonably expected cost of electricity from the utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all

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direct costs reasonably incurred by Purchaser by reason of the termination; and (iii) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment determined under this Section 11(b)(iii)(2) cannot be less than zero. Additionally, receipt of the Termination Payment does not preclude Purchaser from seeking other applicable remedies against Seller through law or equity.

- c. **Obligations Following Termination.** If a Party terminates this Agreement pursuant to Section 11(b)(ii), then following such termination, Seller shall remove the equipment constituting the System in compliance with Section 9 above at the sole cost and expense of the Defaulting Party.
 - i. **Reservation of Rights.** Nothing in this Section 11 limits either Purchaser's right to pursue any remedy under this Agreement, at law or in equity, including with respect to the pursuit of an action for damages by reason of a breach or Default Event under this Agreement.
 - ii. **Mitigation Obligation.** Regardless of whether this Agreement is terminated for a Default Event, the Non-Defaulting Party must make commercially reasonable efforts to mitigate its damages as the result of such Default Event; provided that such obligation shall not reduce Purchaser's obligation to pay the full Termination Payment set forth in Section 6 of Exhibit 1 following a Default Event by Purchaser.
 - iii. **No Limitation on Payments.** Nothing in this Section 11 excuses a Party's obligation to make any payment when due under this Agreement, including with respect to payments for electricity that would have been delivered to Purchaser but for a Purchaser breach or Default Event.
12. **Representations and Warranties.**
- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following:
 - i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and will not violate

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any law; and this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

- ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

- b. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following:

- i. **Licenses.** (a) Purchaser has title to or a leasehold or other valid property interest in the Premises such that Purchaser has the full right, power and authority to grant the Licenses in Section 7(a), (b) such grant of the Licenses does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Premises.
- ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser is bound.
- iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to (a) the Premises, (b) the Improvements on which the System is to be installed, if applicable, (c) Purchaser's planned use of the Premises and any applicable Improvements, and (d) Purchaser's estimated electricity requirements, is accurate in all material respects.

- c. **Seller's Warranties.**

- i. If Seller penetrates the roof of any Improvement on which the System is installed, during System installation or any System repair, Seller shall warrant roof damage it causes as a direct result of these roof penetrations. This roof warranty shall terminate upon the later of (a)

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one (1) year following the completion of the System installation or repair, as the case may be, and (b) the length of any then-effective installer warranty on the applicable roof.

- ii. If Seller damages any other part of the Premises or any Improvement (including roof damages not covered under Section 12(c)(i) above), Seller shall repair or reimburse Purchaser for such damage, as agreed by the Parties.

13. **Insurance Coverage.** At all times during the Term, the Parties shall maintain the following insurance, as applicable:

- a. **Seller's Insurance.** Seller shall maintain or ensure the following is maintained (a) property insurance on the System for the replacement cost thereof, (b) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (c) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.
- b. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- c. **Policy Provisions.** The Parties agrees to (i) give the other Party at least thirty (30) days (ten (10) days for non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party.
- d. **Certificates.** Upon the other Party's request, each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Each Party shall pay its own insurance deductibles, except in the case of claims (i) resulting from a breach of this Agreement, in which case the breaching Party is responsible for payment of the non-breaching Party's deductible for any responding insurance, and (ii) covered by an indemnity set forth in this Agreement.

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14. Ownership; Option to Purchase.

a. Ownership of System.

- i. Ownership; Personal Property. Throughout the Term, Seller shall be the legal and beneficial owner of the System, and all RECs and Incentives, and the System will remain the personal property of Seller and will not attach to or be deemed a part of, or fixture to, the Premises or any Improvement on which the System is installed. Each of the Seller and Purchaser agree that the Seller is the tax owner of the System and all tax filings and reports shall be filed in a manner consistent with this Agreement. The System will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.
- ii. Notice to Purchaser Lienholders. Purchaser shall use commercially reasonable efforts to place all parties having a Lien on the Premises or any Improvement on which the System is installed on notice of the ownership of the System and the legal status or classification of the System as personal property. If any mortgage or fixture filing against the Premises could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder.
- iii. Fixture Disclaimer. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises are located. If Purchaser is not the fee owner, Purchaser shall obtain such consent from such owner. For the avoidance of doubt, in either circumstance Seller has the right to file such disclaimer.
- iv. SNDA. Upon request, Purchaser shall deliver to Seller a subordination and non-disturbance agreement in a form mutually acceptable to Seller and the provider of the subordination and non-disturbance agreement from the owner of the Premises (if the Premises are leased by Purchaser), any mortgagee with a Lien on the Premises, and other Persons holding a similar interest in the Premises.
- v. Eviction Notice. To the extent that Purchaser does not own the Premises or any Improvement on which the System is installed, Purchaser shall provide to Seller immediate written notice of receipt of

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notice of eviction from the Premises or applicable Improvement or termination of Purchaser's lease of the Premises and/or Improvement.

b. **Option to Purchase.**

- i. **Exercise of Option.** At the end of the sixth (6th) and tenth (10th) Contract Years and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the greater of the Fair Market Value of the System or the Termination Payment set forth in Section 6 of Exhibit 1 applicable as of the date of the transfer of title to the System. Purchaser shall notify Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be completed prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable.
- ii. **Fair Market Value.** The "**Fair Market Value**" of the System shall be determined by mutual agreement of the Parties; provided, however, if the Parties cannot agree to a Fair Market Value within thirty (30) days after Purchaser has delivered to Seller a notice of its intent to purchase the System, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System on an installed basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.
- iii. **Title Transfer; Warranties; Manuals.** Seller shall transfer good title to the System to Purchaser upon Seller's receipt of the purchase price and execution by the Parties of a written instrument or agreement to affect such transfer. The System will be sold "as is, where is, with all faults". Seller will assign to Purchaser any manufacturer's warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms, but Seller otherwise disclaims all warranties of any kind, express or implied, concerning the System (other than as to title). Seller shall also provide Purchaser all System

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operation and maintenance manuals and logs in Seller's possession and provide Purchaser basic training on the operation and maintenance of the System upon Purchaser's reasonable request. Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of (and risk of loss for) the System, and, except for any Seller obligations that survive termination under Section 19(d), Seller will have no further liabilities or obligations hereunder for the System.

15. **Indemnification and Limitations of Liability.**

- a. **INDEMNIFICATION / HOLD HARMLESS.** With regard to the work to be performed by Seller, the Purchaser shall not be liable to Seller, or to anyone who may claim a right resulting from any relationship with Seller, for any act or omission of Seller, its employees, agents or participants in the performance of services conducted for or on behalf of the Purchaser. In addition, Seller agrees to indemnify and hold harmless the Purchaser, their officers, shareholders, employees, and agents from any and all claims, actions, (including, but not limited to, attorney's fees and court costs) arising out of or in connection with the services performed by Seller, including wrongful criminal acts of Seller, or Seller's employees, agents or representatives. Seller and all employees of Seller also agree to indemnify and hold harmless the City for any injuries sustained on the Purchaser's Premises, buildings, or facilities. Further, Seller's employees are not to be considered employees or contractors of the Purchaser for purposes of coverage by Workers Compensation Insurance. Finally, the Purchaser is to be named as an additional named insured on Seller's liability insurance policies.
- b. **Environmental Indemnification.**
 - i. **Seller Indemnity.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 15(c)(iv)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.
 - ii. **Purchaser Indemnity.** Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to

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the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.

- iii. Notice. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. **“Hazardous Substance”** means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

16. **Assignment and Financing.**

a. **Assignment.**

- i. Subject to the remainder of this Section 17(a), this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Purchaser may not withhold its consent to an assignment proposed by Seller where the proposed assignee has the financial capability and experience necessary to operate and maintain solar photovoltaic systems such as the System.
- ii. Successors and Permitted Assignees. This Agreement is binding on and inures to the benefit of successors and permitted assignees. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Seller.

- b. **Financing**. The Parties acknowledge that Seller may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each a **“Financing Party”**) in connection with the installation, construction, ownership, operation and maintenance of the System. In furtherance of Seller’s financing arrangements and in addition to any other rights or entitlements of Seller under this Agreement, Purchaser shall

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timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Seller or the Financing Parties; provided, that such estoppels, consents to assignment or amendments do not alter the fundamental economic terms of this Agreement.

- c. **Termination Requires Consent.** Seller and Purchaser agree that any right of Seller to terminate this Agreement is subject to the prior written consent of any Financing Party.

17. **Confidentiality.**

- a. **Confidential Information.** To the maximum extent permitted by applicable law, if either Party provides confidential information (“**Confidential Information**”) to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Seller, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section 18(a).
- b. **Permitted Disclosures.** Notwithstanding Section 18(a):
 - i. A Party may provide such Confidential Information to its affiliates and to its and its affiliates’ respective officers, directors, members, managers, employees, agents, contractors, consultants and Financing Parties (collectively, “Representatives”), and potential direct or indirect assignees of this Agreement if such potential assignees are first bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information. Each Party is liable for breaches of this provision by any person to whom that Party discloses Confidential Information.
 - ii. Confidential Information does not include any information that (a) becomes publicly available other than through breach of this Agreement, (b) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, including but not limited to the Georgia Open Records Act

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(c) is independently developed by the receiving Party, or (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party's efforts to limit the disclosure to the extent permitted by applicable law.

- c. **Miscellaneous**. All Confidential Information remains the property of the disclosing Party and will be returned to the disclosing Party or destroyed (at the receiving Party's option) after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this Section 18 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this Section 18. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 18, but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two (2) years.
- d. **Goodwill and Publicity**. Neither Party may (a) make any press release or public announcement of the specific terms of this Agreement or the use of solar or renewable energy involving this Agreement (except for filings or other statements or releases as may be required by applicable law), or (b) use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement, the System and its use, and each Party may promptly review, comment upon and approve any publicity materials, press releases or other public statements before they are made. Notwithstanding the above, Seller is entitled to place signage on the Premises reflecting its association with the System.

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18. Specific Provisions For Facilities Sites

- a. Seller shall install facilities at three (3) locations or “sites” owned and operated by the Purchaser. Those sites are specifically described in Appendix “A” of the Purchasers Request for Proposal, and more generally described for purposes of this Agreement as follows:

Site 1: WB Casey Water Reclamation Plant, 688 Flint River Road, Jonesboro, GA 30236 (southern end of the property) (hereinafter “Site 1”).

Site 2: Terry Hick Water Production Plant, 1693 Freeman Road, Jonesboro, GA 30236 (hereinafter “Site 2”).

Site 3: CCWA Headquarters Building, 1600 Battle Creek, Morrow, GA 30260 (hereinafter “Site 3”).

As to each of these sites, there are specific provisions and terms that the Parties hereby agree to, and are described in detail in this section. The following specific provisions and terms are described in relation to the applicable sites.

- b. Specific Terms for Site 1: In addition to the general terms of this agreement, Purchaser agrees to provide lawn service to mow grassy areas around and in between Seller’s facilities installed on the premises. Purchaser shall also provide access to facility during business hours and upon reasonable notice by Seller for Seller to perform necessary maintenance of the facilities. Finally, Seller warrants that installation of the facilities at Site 1 shall also be in accordance with current standards and trade practices by Seller’s agents, employees, or contractors.
- c. Specific Terms for Site 2: Installation of facilities at Site 2 by Seller will involve facilities being installed on the roof of Site 2. In addition to the general indemnity provided in this Agreement above, Seller agrees to indemnify and hold harmless Purchaser for any injuries sustained to any person, whether employed by Seller, Purchaser, or a private citizen, such injuries being caused either directly or indirect of actions or omissions of Seller’s officers, employees, contractors, or agents during the installation or maintenance of the facilities at Site 2. Further, Seller shall replace or repair any damages to Purchaser’s property, structures, or buildings that occur from the installation, continued placement and presence, or removal of the Seller’s facilities. Additionally, the roof for Site 2 has been recently repaired. Said roof will need to be replaced at a time to be determined at a later date; however, such time and date shall be subsequent to the

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Effective Date of this Agreement. Seller agrees that it shall, upon reasonable notice of no less than 30 days, uninstall all facilities and equipment from the roof to accommodate the roof's replacement, and shall reinstall such facilities and equipment upon a new roof being constructed. Seller shall perform such tasks at its sole cost and expense. Finally, Seller warrants that installation of the facilities on the roof of Site 2 shall also be in accordance with current standards and trade practices by Seller's agents, employees, or contractors.

- d. Specific Terms for Site 3: Installation of facilities at Site 3 by Seller will involve the construction of a canopy over the parking lots adjacent to the Purchaser's headquarters building. Seller shall construct the canopy and install Seller's facilities being installed on the roof of the canopy. In addition to the general indemnity provided in this Agreement above, Seller agrees to indemnify and hold harmless Purchaser for any injuries sustained to any person, whether employed by Seller, Purchaser, or a private citizen, or damage to any property, such injuries or damages being caused either directly or indirect of actions or omissions of Seller's officers, employees, contractors, or agents during construction of the canopy, or the installation or maintenance of the facilities on the canopy to be located at Site 3. Further, Seller shall indemnify and hold harmless Purchaser from any damages to property, including vehicles, should such damage be caused by the structural failure of the canopy; including such structural failures which are in turn caused by Seller's facilities installed on the canopy. Further, Seller shall replace or repair any damage to Purchaser's property, structures, or buildings that occurs from the installation, continued placement and presence, or removal of the Seller's facilities from Site 3. Finally, Seller warrants the canopy shall be constructed according to current standards and construction practices by Seller's agents, employees, or contractors, and that installation of the facilities on the canopy shall also be in accordance with current standards and trade practices by Seller's agents, employees, or contractors.

19. **General Provisions**

- a. **Definitions and Interpretation**. Unless otherwise defined or required by the context in which any term appears: (i) the singular includes the plural and vice versa, (ii) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, (iii) references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated,

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modified, supplemented or replaced from time to time, and (iv) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and will not be considered in interpreting this Agreement. As used in this Agreement, “dollar” and the “\$” sign refer to United States dollars.

- b. **Choice of Law; Dispute Resolution.** The laws of the state of Georgia governs all matters arising out of this Agreement without giving effect to conflict of laws principles. If the Parties agree in writing, a mediator may be consulted prior to initiating any law suit or other litigation to resolve disputes under this Agreement. The prevailing Party in any dispute arising out of this Agreement is entitled to reasonable attorneys’ fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing.
- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement, including, without limitation provisions related to billing and payment and indemnification, will survive termination of this Agreement.
- e. **Further Assurances.** Each Party shall provide such information, execute and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Waivers.** No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.
- g. **Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by the Seller of its facilities or equipment to the public or any part thereof.

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- h. **Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- i. **No Partnership.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.
- j. **Entire Agreement, Modification, Invalidity, Captions.** This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.
- k. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- l. **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided herein or in any other agreement between a Financing Party and Seller or Purchaser, and do not imply or create any rights on the part of, or obligations to, any other Person.
- m. **Counterparts.** This Agreement may be executed in any number of separate counterparts and each counterpart will be considered an original and together comprise the same Agreement.
- n. **Headings.** The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

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- o. **Severability**. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

End of Exhibit 3

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Exhibit 4

Performance Guaranty

In consideration for Purchaser’s entering into the Solar Power Procurement Agreement between [] (“Seller”) and Purchaser related to the System at the Premises (the “SEPA”), this Performance Guaranty (this “**Guaranty**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Guarantor below (the “**Effective Date**”).

Purchaser:		Guarantor:	
Name and Address		Name and Address	
Phone		Phone	
E-mail		E-mail	
Project Name			

This Guaranty sets forth the terms and conditions of a guaranty provided by Guarantor in conjunction with the SEPA. Capitalized terms not otherwise defined herein have the meanings given such terms in the SEPA. The term of this Guaranty will be concurrent with the term of the SEPA; except that it will not exceed the Initial Term. This Guaranty will be updated by Guarantor to reflect the as-built specifications of the System.

1. **Guaranty.** Guarantor guarantees that during the term of the SEPA the System will generate not less than [] (%)] of the projected generation of the System as set forth in **Table 1.A** below; provided that the **Table 1.A** values are subject to downward adjustment for weather conditions (such adjusted figure, the “**Guaranteed kWh**”).
 - A. Guarantor will use local weather data to determine the System’s Guaranteed kWh, based on the following methods if available and in descending order of preference: (i) satellite data provided by a third-party vendor of Seller; or (ii) available data from a locally installed weather station at the Premises owned and properly maintained by Purchaser.

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Table 1.A, projected production values assuming average weather conditions:

Contract Year	Pre-Adjustment Annual KWh (___% of projected generation)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	

- B. If at the end of each successive Contract Year the AC electricity produced by the System as measured and recorded by Seller (the “**Actual kWh**”) is **less** than the Guaranteed kWh for that Contract Year, then Guarantor shall pay Purchaser an amount equal to (i) the difference between the Guaranteed kWh and the Actual kWh, multiplied by (ii) the Performance Guarantee Payment Rate (as defined in Section 1(D)), in each case with respect to the affected Contract Year.

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- C. If a payment of greater than fifty dollars (\$50) is due under Section 1(B), (i) Guarantor will deliver a statement to Purchaser detailing the Guaranteed kWh and the calculation of the payment due; and (ii) the payment shall be due within ninety (90) days after the end of the Contract Year. If no payment is due, then no statement or payment will be issued.
- D. **“Performance Guarantee Payment Rate”** means the dollar value per kWh set forth in **Table 1.D** below:

Contract Year	Performance Guarantee Payment Rate
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	

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2. **Exclusions.** The Guaranty set forth in Section 1 does not apply to the extent of any reduced generation from the System due to the following (including the downtime required for repair, replacement or correction):
 - A. A Force Majeure Event, which includes (i) destruction or damage to the System or its ability to safely produce electricity not caused by Seller or its approved service providers while servicing the System (e.g., vandalism); (ii) a power or voltage surge caused by someone other than Seller, including a grid supply voltage outside of the standard range specified by the utility; and (iii) theft of the System; and (iv) curtailment or reduction of energy production required by the utility or grid operator.
 - B. Purchaser’s failure to perform, or breach of, Purchaser’s obligations under the SEPA.
3. **Incorporation of SEPA Provisions.** Section 5(d) (Force Majeure), Section 16 (Assignment and Financing) and Section 19 (General Provisions) of **Exhibit 3** of the SEPA and any Sections referenced therein are incorporated into this Guaranty as if any reference therein to “Agreement” were to this Guaranty and any reference to “Parties” were to the Parties to this Guaranty.

Guarantor [Guarantor Name]

Purchaser [Purchaser Name]

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

END OF SECTION

CLAYTON COUNTY WATER AUTHORITY

Request for Proposals

SOLAR ENERGY PROCUREMENT AGREEMENT (SEPA) PROPOSALS

Proposal Number: 2018-ADM-03

Bid Opening: Thursday, January 11, 2018 at 3:00 p.m. (local time)
1600 Battle Creek Road, Morrow, GA 30260

ADDENDUM # 1

Clayton County Water Authority

Solar Energy Purchase Agreement (SEPA) Proposals
Non-Mandatory Pre-Proposal Conference

Thursday, December 21, 2017 at 3:00 p.m. (local time)
WB Casey Water Reclamation Facility
688 Flint River Road, Jonesboro, GA 30238

Department: **Management**

Proposal Date and Time: **Thursday, January 11, 2018 at 3:00 p.m. (local time)**

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COMPANY NAME	REPRESENTATIVE	PHONE NUMBER	EMAIL ADDRESS
CH2M / Jacobs	Jason Bodwell	678-458-4908	jason.bodwell@ch2m.com
James Marlow	Radiance Solar	404.213.0718	James.marlow@radiance solar.com
Neal Eitzen	United Renewable Energy	770-656-9077	Neal@U-Renew.com
SolAmerica Energy	Starr Allen	404-351-8175	sullivan@solamericaenergy.com
Velo Solar	Jett Hattaway	770-851-7896	JHattaway@velosolar.com
PEC Velo	Steve Crowell	706-372-4232	Steve@piedmontpe.com
WK DICKSON	DAVID ASHLEY	678-488-5604	dashley@wkdickson.com
HANNAH SOLAR	BRIDGETTE KELLY GRANT TALLON	470-313-5165	BRIDGETTE.KELLY@HANNAHSOLAR.com

CLAYTON COUNTY WATER AUTHORITY

Request for Proposals

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COMPANY NAME	REPRESENTATIVE	PHONE NUMBER	EMAIL ADDRESS
M+C Solar	Byron	678-254-6250	byron@mc-solar.com
Creative Solar	Christopher McMahon	770-508-8753	chris.mcmahon@creativesolarusa.com
SOLAMERICA ENERGY	JAY BATER	(404) 226-1924	jbater@SolAmericaEnergy.com
CCWA	Marshall Maddox	770-960-5213	marshall.maddox@ccwa.us
ccwa	Jim Poff	770-960-5220	jim.poff@ccwa.us
CCWA	Kathy Bogaert	770-960-5882	ccwa_procurement@ccwa.us
SOLAR SUN WORLD	GERD SCHROTH	404-367-0422	gs@solarsunworld.com
CHERRY STREET ENERGY	MICHAEL CHANIN	478-747-5215	michael@cherrystreetenergy.com

