



La Plata Electric Association, Inc.

A Touchstone Energy® Cooperative

January 2016

Renewable Energy Credit (REC) Contract For PV Systems Greater Than 10kW DC Nameplate Capacity Six-Month REC Payments Based on Actual Metered Generation Interconnection Application ID Number _____


This Contract is made and entered into this ____ day of _____, 20____, by and between La Plata Electric Association (LPEA), whose address is 45 Stewart Street, P.O. Box 2750, Durango, Colorado 81302 and _____ (“REC Applicant”), whose address where the installation of PV system is _____, Colorado (the “Address”).

1. **Purchase and Sale.** On the terms and subject to the conditions set forth in this Contract, the REC Applicant agrees to sell and LPEA agrees to purchase from REC Applicant all of the Renewable Energy Credits (“RECs”) as environmental attributes generated by the PV system at the Address for a term of ten (10) years beginning on the production date identified on the “Actual System Installation Information” attached hereto and incorporated by this reference into this Contract as Exhibit 1.
2. **Purchase Price.** The price for the RECs as environmental attributes shall be payment based on LPEA’s receipt of all RECs as environmental attributes generated by the PV system at the Address. The total price for the RECs as environmental attributes shall be paid as six-month REC payments according to LPEA Renewable Generation and Environmental Attributes Policy 359.
3. **Representations.** The signatories hereto individually and collectively make the following representations:
 - a. They are individually authorized and competent to sign this Contract, and that they have read the Contract and agree to be bound by its terms.
 - b. REC Applicant owns the PV system in the LPEA service territory at the Address set forth above, and whose primary business is not the generation of electricity for retail or wholesale sale from the same Address.
 - c. The REC Applicant has installed a PV system at the Address, and conforms to the specifications, tilt and orientation described in the interconnection application attached hereto.
 - d. The orientation of the PV system is free of shade from trees, buildings and other obstructions that might shade the orientation of the system measured from the center point of the solar array through a horizontal angle plus or minus 60 degrees and through a vertical angle between 15 degrees and 90 degrees above the horizontal plane.
4. **Terms and Conditions.**
 - a. REC Applicant shall be solely responsible for ensuring that the PV system equipment installed for this program meets all applicable codes, standards, and regulatory requirements.
 - b. The PV system shall be located at the Address at all times during the term of this Contract.
 - c. The Term of this Contract shall be ten (10) years beginning on the production date, however, this Contract is assignable by REC Applicant to any subsequent purchaser of the Address, pursuant to section 4(s) below. LPEA shall purchase and own all RECs as environmental attributes produced by the PV system during the Term of this Contract.
 - d. The REC Applicant must install a system production meter or have a production data source for their renewable system that provides Actual Metered Generation on a monthly basis.

- e. REC Applicant must provide to LPEA the Actual Metered Generation data every six months (January 1 – June 30 and July 1- December 31) from a reliable data source, such as a system production meter or a computer monitoring program.
- f. LPEA will issue six-month REC payments based on the Solar PV system owner providing LPEA the Actual Metered Generation for each time period (January 1 – June 30 and July 1- December 31) and will be issued in the form of a check. (ref Section 2 above).
- g. Qualification for the REC payment does not imply any representation or warranty by LPEA of the design, installation or operation of the PV equipment, and LPEA expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- h. This Contract shall apply to new PV solar equipment only. Used equipment does not qualify for the REC payment.
- i. LPEA shall not be responsible or liable for any personal injury or property damage caused by the PV system or any individual component of the system.
- j. REC Applicant shall indemnify, defend, and hold LPEA, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV system or any equipment of the system.
- k. The REC Applicant shall maintain the PV system and the individual components of the system in working order at all times during the Term of this Contract. If during the Term of this Contract the PV system or any of the individual components of the system should be damaged or destroyed, the REC Applicant shall promptly repair or replace the equipment to its original specifications, tilt and orientation as set forth in the interconnection application, at the REC Applicant's sole expense. Damages for breach of this provision of the Contract are limited to the repayment by REC Applicant of the pro-rata share of the REC payment made under this Contract. For example, if the REC Applicant breaches this provision in the third year of the Contract Term, liquidated damages would equal one-third of the REC payment made under this Contract. REC Applicant is released from further liability under this Contract upon the payment of said liquidated damages to LPEA.
- l. This Contract and the terms contained in the Contract shall be binding and enforceable against the parties, their successors and assigns, for as long as the Contract remains in effect.
- m. If any disputes arise concerning this Contract, including but not limited to enforcement of any term or condition of the contract, the prevailing party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing party.
- n. Failure of either party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or any other term or condition of this Contract.
- o. The parties agree that a cause of action for breach of any provision of this Contract shall not accrue until the non-breaching party actually discovers the breach.
- p. If any of the representations of the REC Applicant are false or incorrect, such false or incorrect representation shall, at LPEA's discretion, constitute a material breach of this Contract.
- q. This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado.



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- r. This Agreement may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature will be deemed original and binding.
- s. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. In order for an assignment to be effective, REC Applicant is required to provide to assignee the following documents: a copy of this Contract, a copy of the Net-Metering Interconnection Application and any remaining warranty information. REC Applicant is released from any and all future liability under this Contract upon its assignment.
- t. By executing this Contract, REC Applicant grants to LPEA permission to share the location of the REC Applicant's PV system and other information concerning the RECs sold to LPEA by REC Applicant under this Contract to others.

As a qualified LPEA REC Applicant, I have read, understand, and agree to the terms of the Contract set forth above and accept the REC payment.

REC Applicant Name (printed): _____

REC Applicant Signature: _____ **Date:** _____

By: _____ **Date:** _____

La Plata Electric Association Representative



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Application ID: _____

EXHIBIT 1: ACTUAL SYSTEM INSTALLATION INFORMATION

Owner/Representative provides this information AFTER project completion and installation.

System Owner Name _____

PV System Address _____

Installer Name _____

Actual price for PV installation (attach PV invoice) _____

LPEA Account Number _____

Date of PV installation / Production Date _____

County/City/Municipal Inspection Date and Entity Name _____

System Specifications: REQUIRED INFORMATION

- **System Size kW Capacity:** _____
- **Technology Type:** _____
- **Fuel Type:** _____
- **Actual Metered Generation Data Source or Production Meter:**

- **Estimated Generation from 1/1/2016 to 6/30/2016 (kWh):** _____
- **Estimated Generation from 7/1/2016 to 12/31/2016 (kWh):** _____
- **Estimated Generation from 1/1/2017 to 6/30/2017 (kWh):** _____
- **Estimated Generation from 7/1/2017 to 12/31/2017 (kWh):** _____
- **Estimated Generation from 1/1/2018 to 6/30/2018 (kWh):** _____
- **Estimated Generation from 7/1/2018 to 12/31/2018 (kWh):** _____

As the owner/representative for this project, I certify that the above-referenced PV system was completed and installed at this address.

Owner/Representative's Name

Owner/Representative's Signature

Date