

Solar Power Purchase Agreement

This Agreement is made and entered into this _____ day of _____, 2018, by and between the City of Alachua, Florida, (“Alachua”) and Florida Municipal Power Agency (All-Requirements Power Supply Project) (“FMPA ARP”). Alachua and FMPA ARP may be individually referred to in this Agreement as a “Party” or collectively as the “Parties.”

WHEREAS, On _____, 2018 the FMPA Board of Directors passed Resolution _____, creating the FMPA Solar Project;

WHEREAS, On _____, 2018, the FMPA Solar Project executed a Power Purchase Agreement with NextEra Florida Renewables, Inc., (“NEFR”) pursuant to which the FMPA Solar Project has agreed to purchase and receive ____% of the as-available energy from the 74.5 MW, alternating current, solar facility located in Osceola County, Florida (the “Solar PPA”);

WHEREAS, Alachua has entered into a Power Sales Contract between Alachua and the FMPA Solar Project, pursuant to which Alachua is entitled to a 9 MW power entitlement share of the output from the Solar Facility (“Solar Entitlement Share”);

WHEREAS, Alachua has entered into a full-requirements power supply contract with Gainesville Regional Utilities to meet their power supply needs through March 31, 2022;

WHEREAS, Alachua desires to sell to FMPA ARP and deliver, and FMPA ARP desires to purchase and receive, Alachua’s Solar Entitlement Share during the Term of this Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual benefits to be obtained from the covenants herein, the Parties hereby agree as follows:

Section 1. Effective Date; Term & Termination. (a) This Agreement shall be effective upon the date first written in the introductory paragraph of this Agreement (the “Effective Date”), and, unless otherwise terminated in accordance with Section 1(b), shall remain in effect until March 31, 2022 (the “Term”).

(b) Alachua may terminate this Agreement by providing 30 days advance written notice to FMPA ARP.

(c) In the event Alachua fails to make any payment due under the Power Sales Contract to the FMPA Solar Project, and does not cure such non-payment within the time permitted by the Power Sales Contract, then FMPA may terminate this Agreement immediately upon notice of termination to Alachua.

Section 2. Sale of Solar Entitlement Share; Service Date. (a) Alachua hereby agrees to sell and deliver to FMPA ARP, and FMPA ARP hereby agrees to purchase and receive, on a firm, non-recallable basis, energy from the Solar Facility that represents Alachua’s Solar Entitlement Share (the “Solar Energy”) in accordance with the terms and conditions of the Agreement.

(b) The obligations of the Parties in respect of the supply, delivery, purchase and receipt of the Solar Energy shall commence on the Initial Energy Delivery Date, as such term is defined in the Solar PPA.

Section 3. Purchase Price, Billing & Payment. By the 15th day of each month, and subject to Alachua's timely payment of its Solar Project bill pursuant to the Power Sales Contract, FMPA ARP shall pay Alachua for Solar Energy received by FMPA ARP during the preceding month. The amount payable shall be calculated by FMPA ARP as the product of the kilowatt hours of Solar Energy received by FMPA ARP pursuant to this Agreement, multiplied by FMPA ARP's hourly incremental energy price (which, as long as FMPA ARP remains part of the Florida Municipal Power Pool, is the FMPP's Clearing House Price) during the corresponding hours in which the Solar Energy is received by FMPA ARP; provided that in no month shall FMPA ARP pay Alachua an amount greater than the total purchase price of solar energy payable by Alachua to the Solar Project pursuant to the Power Sales Contract between FMPA and Alachua, exclusive of any Network Upgrade Costs, as such term is defined in the Power Sales Contract.

Section 4. Point of Delivery. The Point of Delivery shall be the interconnection point between the Solar Facility and the Duke Energy Florida transmission system. FMPA ARP shall be responsible for delivering the Solar Energy from the Point of Delivery to its load. It is the Parties' intent that FMPA ARP designate this Agreement as a network resource on FMPA ARP's transmission service provider(s)' transmission system(s).

Section 5. Measurement; Availability of Information. Meters capable of measuring the delivery of Solar Energy to the Point of Delivery shall be installed in accordance with the terms of the Solar PPA. Alachua shall make available to FMPA ARP any information reasonably requested by FMPA ARP that is available to Alachua under the Solar PPA, such as, for example and without limitation, forecasted energy production, weather related information, facility availability and historical production information, among others.

Section 6. No Effect on Solar Power Sales Contract. The sale of Solar Energy pursuant to this Agreement in no way affects Alachua's rights and obligations under the Solar Project Power Sales Contract, or any other agreement entered into by Alachua with respect to the solar facility. Alachua's obligation to make payments under those other agreements is in no way affected or conditioned upon FMPA ARP's performance under this Agreement. FMPA ARP shall not be a party to, nor have any liability or obligation to Alachua or any other party with respect to those other agreements.

Section 7. Miscellaneous Provisions. (a) *Waivers.* Any waiver at any time by any Party hereto of its rights with respect to the other Party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

(b) *Successors and Assigns.* This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns.

(c) *Notices.* Any notice, demand, or request required or authorized by this Agreement shall be deemed properly given if mailed, postage prepaid in the case of Alachua: City of Alachua, Attention: City Manager, P.O. Box 9, Alachua, FL 32616; and in the case of FMPA ARP: Florida Municipal Power Agency, Attention: Chief Operating Officer, 8853 Commodity Circle, Orlando, Florida 32819, in the case of FMPA, or to such other person as may be designated by Alachua or FMPA. The designation of the person to be notified or the address of such person may be changed by Alachua or FMPA at any time, or from time to time, by similar notice.

(d) *Governing Law.* The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the applicable laws of the State of Florida.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date of this Agreement.

**FLORIDA MUNICIPAL POWER AGENCY
(ALL REQUIREMENTS PROJECT)**

**THE CITY OF ALACHUA,
FLORIDA**

By: _____

By: _____