

Appendix F

TOC of Solar Array Contract at Site HR-12

This appendix includes the table of contents for the Solar Array Contract at Site HR-12.

A full copy of the contract is available through the Town of Harwich.

ENERGY MANAGEMENT SERVICES AGREEMENT

FOR SOLAR PHOTOVOLTAIC SYSTEM

BETWEEN

CAPE & VINEYARD ELECTRIC COOPERATIVE, INC.

AND

CAPE SOLAR TWO, LLC

Standard Form/(v. 06.28.11)

Harwich Landfill

TABLE OF CONTENTS

ARTICLE I: DEFINED TERMS; RULES OF INTERPRETATION	2
1.1 Defined Terms	2
ARTICLE II: OBLIGATION TO MODIFY AGREEMENT	9
ARTICLE III: TERM	10
3.1 Conditions Precedent	10
3.2 Term	10
3.3 Early Termination	10
ARTICLE IV: OWNERSHIP, INSTALLATION, OPERATION, MAINTENANCE, AND REMOVAL	13
4.1 Ownership of the PV System	13
4.2 Site Access	14
4.3 Quiet Enjoyment	14
4.4 Subordination	15
4.5 As-Is Acceptance of the Premises	15
4.6 Construction of PV System by Contractor	15
4.7 Duty to Maintain	18
4.8 Late Completion and Contractor Payments	21
4.9 Inspection and Entry	22
4.10 Operations Manual; Training	22
4.11 Removal of the PV System	22
4.12 Abandonment of PV System	22
4.13 User's Right to Acquire the PV System	22
ARTICLE V: PURCHASE AND SALE; DELIVERY; GOVERNMENTAL CHARGES	23
5.1 Purchase and Sale of Net Energy	23
5.2 Price for Net Energy	23
5.3 Title and Risk of Loss of Net Energy	23
5.4 Net Metering	23
5.5 Governmental Charges	24
5.6 Guaranteed Annual Energy Output	24
ARTICLE VI: ENVIRONMENTAL ATTRIBUTES	25
6.1 Title to Environmental Attributes	25
6.2 Reporting of Environmental Attributes	25
ARTICLE VII: METERING DEVICE(S) AND METERING; BILLING	25
7.1 Metering Equipment	25
7.2 Measurements	25
7.3 Testing and Correction	26
7.4 Billing	27
7.5 Payment	27

7.6	Dispute	27
7.7	Records and Audits	27
ARTICLE VIII: LOSS, DAMAGE OR DESTRUCTION OF PV SYSTEM; FORCE		
	MAJEURE	28
8.1	PV System Loss	28
8.2	Performance Excused by Force Majeure	29
8.3	Termination Due to Force Majeure.....	29
ARTICLE IX: DEFAULT; TERMINATION; REMEDIES		
	29
9.1	Events of Default by User.....	29
9.2	Events of Default by Contractor	30
9.3	Remedies	31
9.4	Closeout Setoffs	32
9.5	Unpaid Obligations	32
ARTICLE X: REPRESENTATIONS AND WARRANTIES; USER ACKNOWLEDGEMENT ...		
	32
10.1	Representations and Warranties by User	32
10.2	Representations and Warranties by Contractor.....	33
10.3	Host Town's Representations and Warranties in Inter-Governmental PDA	33
10.4	User's Representation and Covenants regarding Inter-Governmental PDA and Inter-Governmental Cooperative Net Metered Power Sales Agreement.....	34
10.5	User Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366.....	34
ARTICLE XI: INDEMNIFICATION AND INSURANCE		
	34
11.1	Insurance	34
11.2	Indemnification by Contractor.....	34
11.3	Contractor's Indemnification as to Environmental Matters.....	35
11.4	Notice of Indemnification Claims.....	35
ARTICLE XII: REMEDIES; LIMITATIONS		
	35
ARTICLE XIII: PV SYSTEM PURCHASE AND SALE OPTIONS		
	35
13.1	Grant of Purchase Option.....	35
13.2	Timing of Purchase Option.....	36
13.3	Determination of Purchase Price	36
13.4	Determination of Alternate Purchase Price.....	37
13.5	Transfer Date	37
13.6	Terms of PV System Purchase.....	37
ARTICLE XIV: DISPUTE RESOLUTION; GOVERNING LAW		
	38
14.1	Dispute Resolution.....	38
14.2	Governing Law	38
14.3	Stay of Termination	38

ARTICLE XV: NOTICES	39
ARTICLE XVI: ASSIGNMENT; BINDING EFFECT; FINANCIER PROVISIONS	40
16.1 Assignment; Binding Effect.....	40
16.2 Financier Provisions.....	41
ARTICLE XVII: MISCELLANEOUS.....	41
17.1 Entire Agreement; Amendments; Binding Effect.....	41
17.2 Expenses	42
17.3 No Joint Venture	42
17.4 Joint Workproduct	42
17.5 Waiver.....	42
17.6 Severability	42
17.7 Further Assurances.....	42
17.8 Headings and Captions	42
17.9 Survival.....	43
17.10 Counterparts; Scanned Copy.....	43
17.11 Good Faith	43
17.12 Nondiscrimination.....	43
17.13 No Limitation of Regulatory Authority	43
17.14 Special Terms and Conditions	43