

## **Appendix D – Draft contract agreement**

### **COMMONWEALTH UTILITIES CORPORATION**

**GRID SUPPLY RENEWABLE ENERGY GENERATION PROJECTS for CNMI**

### **DRAFT POWER PURCHASE AGREEMENT**

(For information only - Not to be completed with the proposal)

**COMMONWEALTH UTILITIES  
CORPORATION**

**AND**

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACT NO. CUC \_\_\_\_\_**

**(DRAFT)**

**RENEWABLE ENERGY  
POWER PURCHASE AGREEMENT**

**December 2007**

**COMMONWEALTH UTILITIES CORPORATION**  
**RENEWABLE ENERGY POWER PURCHASE AGREEMENT**

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## RENEWABLE ENERGY POWER PURCHASE AGREEMENT CONTRACT # CUC \_\_\_\_\_

This Agreement entered into as of the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, by and between Commonwealth Utilities Corporation, a public corporation organized and existing under the laws of the CNMI (hereinafter referred to as "CUC"), and \_\_\_\_\_, a corporation organized and existing under the laws of the \_\_\_\_\_ (hereinafter referred to as "IPP"), both of which are hereinafter sometimes referred to individually as a "Party" and, collectively, as the "Parties."

### RECITALS

WHEREAS, CUC requires a reliable source of electric power to serve the needs of its retail customers; and

WHEREAS, CUC issued a request for proposals (the "RFP") to solicit offers to supply such electric needs; and

WHEREAS, after evaluation of the responses to the RFP, CUC selected IPP to deliver power through its Renewable Energy Project/s to supply a portion of the needs of CUC; and

WHEREAS, IPP intends to develop, engineer, construct, operate and maintain the Renewable Energy Technology Power Production Facilities to provide CUC firm electric power for resale to its retail customers; and

WHEREAS, CUC is authorized to purchase firm electric power from IPP for resale to CUC's retail customers.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

### ARTICLE 1. DEFINITIONS

Whenever used in this Agreement, the following terms when capitalized shall have the following meanings. The singular of any definition shall include the plural and the plural shall include the singular.

- 1.1 Agreement. This power purchase agreement as written or subsequently amended in accordance with Section 22.9 of this Agreement.
- 1.2 Anniversary Date. 0000 hours SPT on the date occurring on the same calendar date each successive year as an event defined in this Agreement during the term of this Agreement.
- 1.3 Authorized Representative. The representative designated by each party to act in such Party's behalf with respect to those matters specified herein to be the function of such Authorized Representative.
- 1.4 Billing Anniversary Date. Each Anniversary Date of the first day of the first Billing Month that commences after the Commencement Date. As an example, if the Commencement Date were January 15, 2007, then the first Billing Anniversary Date would be 0000 hours SPT on February 1, 2008.

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- 1.5 Billing Month. Each period beginning at 0000 hours SPT on the first calendar day of each calendar month and ending 2400 hours SPT on the last calendar day of such month.
- 1.6 Black Start. The capability of the Renewable Energy Projects to start-up and begin delivering Energy at the Points of Delivery in the event CUC does not supply the necessary start-up electricity for the Renewable Energy Technology Power Production Facility.
- 1.7 Bus. An electrical conductor that serves as a common connection for two or more electrical circuits (lines or transformers), usually found in a switching station or substation.
- 1.8 Certificate. A certificate made by an officer of IPP or a person authorized by IPP to deliver such certificate, who in either case has personal knowledge of the facts covered by such certificate or who has performed a reasonable investigation of the facts covered by such certificate, to the effect that the facts covered in such certificate are true and correct to the best knowledge of such person.
- 1.9 Change in Law. Any of the following events.
- a) A change in or repeal of an existing law and/or regulation of the CNMI or any of the CNMI Governments (including any tax law (including any law with respect to tax rates), labor law (including any law with respect to wage rates) or immigration law) after the Execution Date that materially affects the Project;
  - b) An enactment or making of a new law and/or regulation by any of the CNMI Governments (including any tax law (including any law with respect to tax rates), labor law (including any law with respect to wage rates) or immigration law) after the Execution Date that materially affects the Project;
  - c) The promulgation of any regulation and/or ruling by any of the CNMI Governments after the Execution Date, that materially affects the Project;
  - d) A change in any import restrictions of the CNMI Governments after the Execution Date, that materially affects the Project;
  - e) A change in the manner in which a law, rule or regulation of any of the CNMI Governments (including any tax law (including any law with respect to tax rates), labor law (including any law with respect to wage rate) or immigration law, rule or regulation) is applied or interpreted from the manner in which such law, or regulation was applied or interpreted on the Execution Date that materially affects the Project; or
  - f) Any expropriation or other taking by any of the CNMI Governments of all or any portion of the Project or any interest in IPP.
  - g) A change in Environmental Laws. Environmental Laws, as used herein, shall include: inter alia, all Federal, Commonwealth, and local statutes, laws, codes, rules, regulations, ordinances, orders and decrees, including, without limitation, the Clean Air Act, the Clean Water Act, Commonwealth or local implementation plans, the Rivers and Harbors Act, the Coastal Zone Management Act, the Resource Conservation and Recovery Act and the Hazardous Materials Transportation Act.
- 1.10 CNMI or NMI. The Commonwealth of the Northern Mariana Islands.
- 1.11 CNMI Governments. The government of the CNMI and each and every successor government thereto and each and every subdivision, department, court, wholly owned corporation, or agency of any of them, including but not limited to CUC.
- 1.12 Commencement Date. The date upon which IPP starts the delivery of the commercial power produced in the Renewable Energy Projects to CUC at the points of delivery.
- 1.13 Condition Satisfaction Date. The date upon which both Parties satisfy the conditions precedent set forth in Article 4.
- 1.14 Contract Capacity. Contract Capacity for the proposed units in terms of percentage (%) of the proposed installed capacity at the Renewable Energy Technology Power Production Facility/s.

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- 1.15 CUC Contracting Officer. The Executive Director of CUC, or his/her designee as appointed from time to time.
- 1.16 CUC Transmitted Energy. “CUC Transmitted Energy” shall have the meaning set forth in Article 9 of this Agreement.
- 1.17 Day. Unless otherwise specified a “day” shall mean a calendar day.
- 1.18 Demonstrated Capacity. The generation capacity (in MW) that the Project was capable of delivering to the Points of Delivery as demonstrated pursuant to the most recent verifiable performance test determined in accordance with Schedule A.
- 1.19 Energy. Energy that IPP makes available at the Points of Delivery in accordance with the terms of Article 3 of this Agreement.
- 1.20 Execution Date. The date upon which the last of the required signatories has executed this Agreement.
- 1.21 Expiration Date. “Expiration Date” shall have the meaning set forth in Section 2.2 hereof.
- 1.22 Hour. A clock hour period consisting of sixty minutes.
- 1.23 Interconnection Facilities. All facilities and equipment located on IPP’s side of the Points of Delivery that are necessary and adequate to economically, reliably, and safely integrate the output of the Power Station in CUC’s electrical system and meter the Energy delivered by IPP.
- 1.24 IPP. \_\_\_\_\_ Company/Contractor proposing the Renewable Energy Technology Power Production Facility.
- 1.25 IPP Transmitted Energy. “IPP Transmitted Energy” shall have the meaning set forth in Article 9 hereof.
- 1.26 Lender. Any lender that provides financing to IPP that is secured by any security interest or lien in the Project or this Agreement.
- 1.27 Offtake Guarantee. CUC guarantees that it would be able to offtake all the energy produced by the IPP.
- 1.28 Operating Parameters. The operating parameters as described in Schedule B.
- 1.29 Operating Year. Each period of twelve (12) Billing Months that commences at 0000 SPT on a Billing Anniversary Date; provided, however, the first Operating year shall commence on the Commencement Date and end at 2400 SPT on the day before the first Billing Anniversary Date. As an example, if the Commencement Date is January 15, 2007, then (a) the first Operating Year will commence at 0000 hours SPT on January 31, 2007, and end at 2400 hours SPT on January 31, 2008, and (b) the second Operating Year would commence at 0000 SPT on February 1, 2008, and end at 2400 hours SPT on January 31, 2009.
- 1.30 Party. “Party” shall have the meaning set forth in the preamble to this Agreement.
- 1.31 Points of Delivery. The location(s) for delivery and metering of Energy shall be at the feeder circuit breakers used for evacuating Power from the Renewable Energy Project on the Generation facility Bus.
- 1.32 Power Plant I & II. CUC’s existing Power Plant I, including units 1- 8 and the smaller including units 1 – 6, located at Lower Base producing power for the CUC power supply to its consumers.
- 1.33 Power Plant III. CUC’s Power Plant III, which has stopped production as of 2004, that is located at Isley field, Saipan.
- 1.34 Power Plant IV. CUC’s Power Plant IV, which has a private entity contracted for the Operations and Maintenance (O & M) that is located at Puerto Rico and producing power for the CUC power supply to its consumers.
- 1.35 Rota and Tinian Power Plants. CUC’s power plant in Rota with installed capacity of 6.5 MW from 3 units and another power plant operated by an IPP with installed capacity of 20 MW from 6 generating units.
- 1.36 Power Station/s. The existing Power generation facilities constructed or modified, operated and maintained by CUC and / or any other contractors who are operating that facility.

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- 1.37 Primary Fuel. The principal fuel used for the production of Energy by the Power Plants I, II and IV, and Tinian and Rota in accordance with the Specifications provided in the Fuel Supply Agreement. Currently the fuel supplied is LSADO No. 2 (diesel oil )from MOBIL.
- 1.38 Project. Development of grid supply renewable electricity generation (“REG”) project/s, work carried out by the IPP to ensure the performance of its obligations under this Agreement and the Project Agreement.
- 1.39 Project Cost. The cost to the contractor for designing, developing, financing and constructing the Project/s till they are commissioned and connected to the power grid, for renewable electricity generation.
- 1.40 Project Energy Requirement. For any period of time, the amount of electric energy (measured in kWh) required from the Project during such period of time, up to the rate of Contract Capacity, as determined in accordance with the Scheduling Plan established pursuant to Schedule B.
- 1.41 Prudent Utility Practice. Those practices, methods, and procedures, as modified from time to time, that are currently and commonly used by electric utilities to design, engineer, construct, operate, dispatch, and maintain electric power facilities and equipment dependably, reliably, safely, efficiently and economically, with due regards to the state of art of equipment and methods in the electric power industry as applied in the Western Systems Coordinating Council area.
- 1.42 Public Auditor. The Public Auditor for the Commonwealth of the Northern Mariana Islands as provided in the Commonwealth Constitution, Article II, Section 12.
- 1.43 Required Approval. “Required Approval” shall have the meaning set forth in Section 4.2 hereof.
- 1.44 Scheduling Plan. “Scheduling Plan” shall have the meaning set forth in Schedule B of this Agreement.
- 1.45 Site. The piece of land which the contractor shall use for the development of grid supply renewable electricity generation, the legal description is included in the Site Lease, copy to be attached with the agreement, for CUC’s information.
- 1.46 SPT. Saipan Prevailing Time.
- 1.47 System Emergency. A condition or situation which, in either Party’s reasonable judgment is likely to endanger life or property, and which endangerment would be avoided or alleviated only by curtailing deliveries of Energy.
- 1.48 Termination Date. “Termination Date” shall have the meaning set forth in Section 17.3 hereof.
- 1.49 Total Energy Requirement. The sum of the energy requirements each Hour at the Points of Delivery under conditions when no energy requirement went unfulfilled.
- 1.50 U.S. Gross Domestic Product Implicit Price Deflator. The implicit price deflator (index: 1992 = 100) as published quarterly by the United States Department of Commerce, Bureau of Economic Analysis based on the gross domestic product of the United States.
- 1.51 Uncontrollable Force. Any cause or causes beyond the reasonable control of a Party, including but not limited to:
- a) Natural catastrophes, including but not limited to, unusual flood, earthquake, volcanic activity, extreme wind, storm, fire, typhoon, tide (other than normal tide), tidal waves, perils of the sea;
  - b) Epidemic, war, riot, civil disturbances or disobedience, sabotage, vandalism, strike, lockout, labor disturbance, labor or material shortage;
  - c) Governmental and other actions, including but not limited to, restraint by court order or public authority, restrictions by any governmental authorities, closing of harbors, docks, canals, or assistances to or adjuncts of shipping or navigation of or within any place, rationing, embargo or allocation whether imposed by law, regulation or industry.
- 1.52 In this Agreement:
- i) “\$” or “Dollar” denotes lawful currency of the United States of

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- America;
- ii) “MW” denotes a megawatt;
  - iii) “kV” denotes a kilovolt;
  - iv) “kW” denotes a kilowatt;
  - v) “including” means including without limitation; and
  - vi) “kWh” denotes a kilowatt hour.

## **ARTICLE 2. TERM**

- 2.1 Effective Date. This agreement shall become effective upon the Execution Date.
- 2.2 Expiration Date. Except as expressly provided in Article 17, this Agreement shall expire at 2400 hours SPT on the date exactly\_\_\_\_\_ years after the Commencement Date (the “Expiration Date”). All obligations accrued prior to expiration, breach, or termination of this Agreement shall be preserved until satisfied.

## **ARTICLE 3. POWER SALE AND PURCHASE**

- 3.1 Sale and Purchase of Power. Beginning on the Commencement Date at 0000 SPT, IPP shall sell and deliver, and CUC shall purchase and receive, or cause to be received at the Points of Delivery, Energy in amounts equal to the Project Energy Requirement in accordance with the terms of this Agreement.
- 3.2 Renewable Energy Technology Power Production Facility. IPP shall design, develop, supply, commission, operate and perform all work necessary, in accordance with Prudent Utility Practices and to meet its obligations under this Agreement, to reliably and safely deliver Energy to CUC as described in this Agreement.

## **ARTICLE 4. CONDITIONS PRECEDENT**

- 4.1 Conditions Precedent to IPP’s Obligations. Except with regards to its obligations under Section 4.2, IPP’s other obligations under this Agreement shall be conditioned upon the completion of the following documents and obligations of CUC, each satisfactory to and approved by IPP in the good faith exercise of IPP’s discretion:
  - a) Representations, Warranties and Covenants of CUC. All representations and warranties made in this Agreement by CUC shall be true and correct in all material respects as of the Commencement Date as fully as though such representations and warranties had been made at and as of the Condition Satisfaction Date. As of the Condition Satisfaction Date, CUC shall have complied in all material respects with the covenants made by this Agreement.
  - b) Opinion of Counsel for CUC. CUC shall have furnished to IPP an opinion of CUC’s legal counsel, dated the Condition Satisfaction Date, in form and substance satisfactory to IPP, to the effect that:
    - i) CUC is a corporation duly organized and validly existing under the laws of the CNMI;
    - ii) CUC has all the requisite power and authority to enter into this Agreement and the documents identified in Section 4.1 and to perform its obligations under this Agreement and the documents identified in Section 4.1;
  - iii) The execution, delivery, and performance of this Agreement and the documents identified in Section 4.1 have been duly authorized by all necessary action of CUC; and this Agreement has been

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duly and validly executed and delivered by CUC and constitutes a valid and legally binding agreement enforceable against CUC in accordance with its terms (except as the foregoing may be limited by (i) general principles of equity; (ii) bankruptcy, insolvency, reorganization, arrangement, moratorium, or laws or equitable principles relating to or affecting the enforcement of creditors' rights generally).

c) Litigation. At the Condition Satisfaction Date, there shall not be in effect any order, decree, or injunction of a court of competent jurisdiction restraining, enjoining, or prohibiting the consummation of the transactions contemplated by this Agreement (each Party agreeing to use its best efforts, including appeals to higher courts, to have any such order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule or regulation shall have been enacted, by any government or governmental agency in CNMI that would prevent the consummation of such transaction.

CUC shall use its good faith efforts to satisfy the conditions set forth in this Section 4.1.

4.2 Conditions Precedent to CUC's Obligations. Except with regards to its obligations under Section 4.1, CUC's other obligations under this Agreement shall be conditioned upon the completion of the following documents and obligations of IPP, each satisfactory to and approved by CUC in the good faith exercise of CUC's discretion:

- a) Representations, Warranties and Covenants of IPP. All representations and warranties made in this Agreement by IPP shall be true and correct in all material respects as of the Commencement Date as fully as though such representations and warrants had been made at and as of the Condition Satisfaction Date. As of the Condition Satisfaction Date; IPP shall have complied in all material respects with all covenants made by it in this Agreement.
- b) Opinion of Counsel for IPP. IPP shall have furnished to CUC an opinion of IPP's legal counsel, dated the Condition Satisfaction Date, in form and substance satisfactory to CUC, to the effect that:
  - i) IPP is a corporation duly organized and validly existing under the laws of the CNMI/ \_\_\_\_\_;
  - ii) IPP has all the requisite power and authority to enter into this Agreement and the documents identified in Section 4.2 and to perform its obligations under this Agreement and the documents identified in Section 4.2;
  - iii) The execution, delivery, and performance of this Agreement and the documents identified in Section 4.2 have been duly authorized by all necessary action of IPP; and this Agreement has been duly and validly executed and delivered by IPP and constitutes a valid and legally binding agreement enforceable against IPP in accordance with its terms (except s the foregoing may be limited by (i) general principles of equity; and (ii) bankruptcy, insolvency, reorganization, arrangement, moratorium, or laws or equitable principles relating to or affecting the enforcement of creditors' rights generally).
- c) Required Approvals. IPP shall have obtained all permits, licenses, registrations by or with any government agency or authority, approval, opinions, documents, and leases as may be necessary to ensure the performance of its obligations under this Agreement (collectively, the "Required Approvals shall be in effect on the Commencement Date, all on terms acceptable to CUC, in its sole discretion, and CUC shall have advised IPP to that effect). A preliminary listing of the Required Approvals for the contract agreement is provided in Schedule C.
- d) Third Party Consents. IPP shall be responsible for all necessary third party consents, in the form and substance satisfactory to CUC and its counsel, necessary for the consummation of the transactions contemplated by this Agreement.

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- e) **Litigation.** At the Condition Satisfaction Date, there shall not be in effect any order, decree, or injunction of a court of competent jurisdiction restraining, enjoining, or prohibiting the consummation of the transactions contemplated by this Agreement (each Party agreeing to use its best efforts, including appeals to higher courts, to have any such order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule, or regulation shall have been enacted, by any government or governmental agency in CNMI that would prevent the consummation of such transaction.

IPP shall use its good faith efforts to satisfy the conditions set forth in this Section 4.2.

## **ARTICLE 5. DELIVERY OF POWER**

Energy Delivery. IPP shall deliver Energy from the Renewable Energy Projects to meet the Project Energy Requirement to the Points of Delivery, pursuant to the Operating Parameters in Schedule B. IPP shall furnish and install revenue meters to meter the energy delivered to the Points of Delivery as described in the Project Agreement, Article 3. IPP shall commence delivery of energy at 0000 hours SPT on the Commencement Date and ending at 2400 hours SPT on the Expiration Date. CUC shall verify and approve such meters or alternately provide the IPP with its' own meters.

## **ARTICLE 6. CUC REVIEW AND INSPECTION**

- 6.1 Notification of Testing. IPP shall notify CUC in writing prior to (i) the initial parallel operation with CUC's system of any new Generating unit, and (ii) the initial testing of same. IPP and CUC shall agree on the dates and times of the foregoing and CUC shall have the right to have a representative present at such times.
- 6.2 Testing. IPP may conduct such tests of the Project from time to time prior to the Commercial production from the new Generating units, as IPP in its discretion may deem appropriate. If IPP desires CUC to take Energy from these units during any proposed test, IPP shall so notify CUC in writing not less than three (3) days prior to such test. Such notice shall, as a minimum, include a description of the test, approximate time and duration of the test, and approximate amount of Energy intended to be delivered at the Points of Delivery as a result of such test.
- 6.3 Protection of CUC's Electrical System. IPP shall determine when the new or modified units are capable to commence Commercial production; *provided, however*, CUC shall not be required to accept Energy, including, without limitation, Energy during start-up and testing, if in CUC's good faith judgment the Project or Interconnection Facilities are not sufficient to protect CUC's electrical system, employees or customers from damage or injury arising out of or in connection with operation of the Project. In the event CUC determines the Project Facilities or Interconnection Facilities are not sufficient to accept Energy, CUC shall give IPP prompt notice of such fact and IPP shall promptly remedy any such problems with the Project or its portion of the Interconnection Facilities.
- 6.4 Notification of Commercial Production from New Units. IPP shall notify CUC in writing at least three (3) days prior to the date new units are capable of delivering Energy as Commercial production up to the rate of Contract Capacity to the Points of Delivery as demonstrated by a performance test. CUC will promptly notify IPP in writing whether it accepts the performance test and Commercial production date of applicable units upon satisfactory completion of the performance test, such approval shall not be unreasonably withheld.
- 6.5 Rights of Inspection. The IPP shall ensure access to the CUC inspection staff, without any Limitation, for verification of the contract performance by IPP.

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## **ARTICLE 7. FUEL SUPPLY AND ELECTRICITY**

7.1 Obligation to Deliver Fuel and Engine Lubricating Oil. The IPP shall be responsible for the purchase of all the fuel and lubrication oil requirements for all their equipment, to be used for the construction and the operational phase of the project. If CUC transmitted energy is required for any phase of the project the details shall be included in the contract.

## **ARTICLE 8. GUARANTEED CAPACITY AND BONUS/PENALTY FACTOR**

### **Guaranteed power produced**

IPP guarantees a System Capacity.

a) Initial Operation.

The IPP will guarantee to maintain the demonstrated Guaranteed power of the Renewable Energy Projects during the initial operation or as could be calculated using applicable formulas acceptable to both parties and/or based from their study.

b) Operation With New and Increased Additional capacity during the life of the contract.

Details of power provided, operation and parameters achieved during the initial operation shall be used to negotiate and agree upon additional production capacities and offtake by CUC for the IPP.

*Note: Details of Article 8 to be determined by mutual discussion between the winning proposers and CUC prior to final agreement.*

## **ARTICLE 9. MEASUREMENT OF ENERGY DELIVERED TO CUC**

IPP shall measure Energy delivered to CUC at the new meters installed at the Renewable Energy Technology Power Production Facility. All Energy measured by these meters shall be defined as IPP Transmitted Energy. These meters will be installed on the line to the main bus. Any Energy delivered to IPP operated Generation Bus by CUC shall be “CUC Transmitted Energy”. CUC shall have the right to have a representative present for the meter readings used for billing purposes each Billing Month as notified in advance by the IPP.

## **ARTICLE 10. OPERATING PARAMETERS**

10.1 System Frequency and Voltage. IPP shall control the Power Stations to maintain system frequency between 59.5 Hz and 60.5 Hz (Nominal / 60Hz) and system voltage between  $\pm 5\%$  on the 13.8 kV Generation Bus.

10.2 Operating Committee. CUC and IPP shall form an Operating Committee made up of manager of IPP Power Station and representative of CUC Transmission and Distribution System. The Operating Committee will be responsible for determining the day-to-day issues associated with coordination between IPP and CUC for Power Supply from the Stations and the measurement parameters to measure the quality of power supplied.

10.3 Access and Records. CUC shall have access to the Power Station Generation records of IPP at all times, during the contract period.

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**ARTICLE 11. PRICE**

11.1 Energy charges. For each Billing Month, CUC shall pay to IPP an amount equal to the sum of the following.

a) Energy Charge per kWh (\$\_\_\_\_\_/kWh) of Energy supplied from available Generating facility, as measured at the exit point/meter to the CUC grid, starting from the commencement date.

11.2 Escalation and incentive negotiation. The Energy Charge shall remain fixed for the first five (5) Operating Years. Beginning on the (5<sup>th</sup>) Billing Anniversary Date and on each Billing Anniversary Date thereafter, the Dollar per kWh basis of the Energy Charges shall be adjusted on each Anniversary Date at a rate equal to the percentage change in the U.S. Gross Domestic Product Implicit Price Deflator over the last four quarterly indices published by the United States Department of Commerce as of the Billing Anniversary Date. The incentives provided under the contract shall also be negotiated on each of the five years anniversary date and mutual agreements shall be entered into as a supplement to the base agreement.

Note: *Details of Article 11 to be determined by mutual discussion between the winning proposers and CUC prior to final agreement.*

**ARTICLE 12. BILLING AND PAYMENTS**

12.1 Billing. All billing statements and compensation as required by this Agreement shall reflect a Billing Month. Billing invoices will be in a form mutually agreed upon by CUC and IPP.

12.2 Billing Address. Invoices to CUC shall be sent to the person specified below:

Commonwealth Utilities Corporation  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Invoices to IPP shall be sent to the person specified below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12.3 Payment Dates. Payments shall be payable net thirty (30) days from the date of submission of invoice. Late payments shall bear interest at Interest Rates to be agreed by mutual consent.

12.4 Billing Records. Each Party (or its representative) has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, invoice, charge, or computation made pursuant to this Agreement. If requested, a Party shall provide the other Party statements identifying the quantities of Energy delivered at the Points of Delivery. If such examinations reveal any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof shall be promptly made and shall bear interest calculated at the Interest Rate from the date of overpayment or underpayment was made until paid; *provided, however*, that no such adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of three (3) years from the rendition thereof; and *provided further* that this Section 12.4 will survive any termination or expiration of this Agreement for a period of

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three (3) years from the Expiration Date or Termination Date for the purpose of such statement and payment objections.

12.5 Payment Mechanics. All payments made to IPP under this Agreement shall be in U.S. Dollars and shall be made by check to an account that will be designated by IPP. All payments made to CUC under this Agreement shall be in U.S. Dollars and IPP shall make such payments by check to an account to be designated by CUC.

### **ARTICLE 13. INDEMNIFICATION**

Indemnify. IPP shall defend, indemnify, and hold CUC harmless from and against all claims, demands, losses, liabilities, and expenses (including reasonable attorney's fees) of any kind arising out of or in connection with the construction, operation, modification, maintenance, ownership or use of the Project. The indemnity shall apply, whether such claims, demands, losses, liabilities, or expenses arise in contract, tort, (including negligence), strict liability, or otherwise, regardless of fault or cause. CUC agrees to give IPP notice of any claim, demand, loss, liability or expense that is subject to this indemnity promptly after becoming aware of such claim.

### **ARTICLE 14. REPRESENTATION AND WARRANTIES**

- 14.1 Mutual Representations. On the Execution Date, each Party represents and warrants to the other Party:
- a) It is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement;
  - b) It has obtained all governmental and regulatory authorizations, approvals, and/or orders necessary for it to enter into this Agreement;
  - c) The execution, delivery, and performance of this Agreement are within its power, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree, or other legal or regulatory determination applicable to it;
  - d) None of its representatives or warranties in this Agreement contain any untrue statement of a material fact or omit or misstate a material fact as of the Execution Date;
  - e) This Agreement constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, to the discretion of the court before which proceedings to obtain same may be pending;
  - f) There are no bankruptcy, insolvency, reorganization, receivership, or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it;
  - g) There are no suits, proceedings, judgments, rulings, or orders by or before any court or any governmental authority that materially and adversely affect its ability to perform this Agreement ;
  - h) It shall cooperate with the other Party and provide reasonable assistance to obtain any and all regulatory approvals necessary to effectuate the purposes of this Agreement; and
  - i) It shall obtain and maintain all necessary governmental and regulatory authorizations, approvals, and/or orders necessary for its performance under this Agreement.

Signature of the Contractor

Date:

## ARTICLE 15. DEFAULTS AND REMEDIES

- 15.1 Liquidated Damages – Not applicable
- 15.2 Termination by CUC For Capacity Ratio Deficiency. CUC may terminate the Agreement if, after the first Billing Anniversary Date, the Demonstrated Capacity Ratio is at any time less than fifty percent (50%) and remains less than seventy five percent (75%) for a period of six (6) months. Alternately CUC may also adjust the payment mechanics for the off-take of power produced by IPP.
- 15.3 Termination by Either Party after Commencement Date. After the Commencement Date, this Agreement may be terminated upon ninety (90) days notice by either Party if the other Party fails to perform its obligations under this Agreement for a reason of Extended Uncontrollable Force pursuant to Section 16.2, and does not remove such inability to perform within the ninety (90) day period after the Extended Uncontrollable Force to the sole satisfaction of the first Party.
- 15.4 Other Remedies. The provisions of this Article 15 are not intended to limit the rights and remedies of either Party in the event that the other Party fails to perform any of its obligations hereunder, and in the event that either Party fails to perform any of its obligations hereunder, the non-defaulting Party shall be entitled to exercise in any combination or order any such rights or remedies as the defaulting Party may have at law or in equity.

Note: *Details of Article 15 to be determined by mutual discussion between the winning proposer and CUC prior to final agreement.*

## ARTICLE 16. UNCONTROLLABLE FORCE/CHANGE IN LAW

- 16.1 Effect of Uncontrollable Force. Obligations of the Parties shall be excused for so long as and to the extent that failure to perform such obligations is due to Uncontrollable Force; *provided, however,* that Uncontrollable Force shall not relieve either Party of any obligations to make any payments otherwise required by the terms of this Agreement for a period of thirty (30) days. If either Party is excused from performance due to Uncontrollable Force for a period greater than thirty (30) days, the other Party shall be excused from incurring or paying any charges or fees for the period commencing on the 31<sup>st</sup> day until the day the other Party resumes its obligations to perform. If either Party is unable to perform due to Uncontrollable Force, such Party shall exercise due diligence to remove such inability to perform with reasonable dispatch. Nothing contained in this Agreement shall be construed to as requiring a Party to settle any strike, lockout, or labor dispute in which it may be involved.
- 16.2 Extended Uncontrollable Force. Any event that causes a Party to be excused from the performance of its obligations under this Agreement for a period of six (6) consecutive months shall be designated an Extended Uncontrollable Force.
- 16.3 Notice of Uncontrollable Force. Each Party shall notify the other promptly, by telephone or alternative means if telephone service is not available, to either Party's operators or Authorized Representative, upon becoming aware of any Uncontrollable Force that may adversely affect performance under this Agreement.
- 16.4 Change in Law. If a Change in Law occurs that materially affect the outcome of the project or the operation, CUC and IPP shall discuss such changes and impact and conclude a good faith agreement to the satisfaction of both parties.

Signature of the Contractor

Date:

**ARTICLE 17. EXTENSION OF POWER PURCHASE AGREEMENT TERMINATION AND DEMOBILIZATION OF FACILITIES**

- 17.1 Option to Extend. CUC shall have the option to extend this Agreement for a period of five (5) or more years, to enter into a new power purchase agreement with IPP after the Expiration Date. If CUC exercises the option to extend this Agreement under the same terms and conditions, CUC shall provide IPP written notice of its intent eighteen (18) months prior to the Expiration Date. If CUC exercises the option to enter into a new power purchase agreement, CUC shall provide IPP written notice of its intent eighteen (18) months prior to the Expiration Date. CUC and IPP shall enter into good faith negotiations for a new power purchase agreement to become effective immediately after the Expiration Date.
- 17.2 Demobilization of Project. If CUC does not exercise its option to extend this Agreement or enter into a new power purchase agreement, this agreement will terminate on the Expiration Date and IPP shall arrange for the demobilization or removal of its interface with CUC power grid in accordance with the Project Agreement.
- 17.3 Termination Of This Agreement  
Termination Date is defined as the date 90 days after a notice by either party of an intent to terminate is given in writing to the other party.

There are 5 possible termination scenarios for this agreement:

- IPP terminates for Extended Uncontrollable Force Event (EUFE) under Section 15.4.
- IPP terminates for breach of contract of capacity ratio deficiency (breach).
- CUC terminates for EUFE.
- CUC or IPP terminates for breach of contract by the other party.
- ~~CUC terminates for convenience.~~ Deleted

- 17.3.1 If IPP terminates this Agreement after the Commercial Operation of Renewable Energy Projects for an Extended Uncontrollable Force event claimed by IPP under Section 15.4, IPP shall promptly provide notice of termination to CUC. CUC shall ensure that all payments due and for all the energy consumed are paid to the IPP, within 90 days, after concluding the investigation and concurring with the IPP's notice..
- 17.3.2 If IPP terminates this Agreement after the Commercial Operation of new / additional generation capacity which has been added (and CUC has accepted the energy so produced) in the Renewable Energy Projects for an Extended Uncontrollable Force event claimed by IPP under Section 15.4, IPP shall promptly provide notice of termination to CUC. CUC shall ensure that all payments due and for all the energy consumed are paid to the IPP, within 90 days after concluding the investigation and concurring with the IPP's notice. If CUC has determined that the investment made by CUC is substantial then CUC would proceed in cost recovery to mitigate the loss to its consumers. The remedies for CUC and IPP shall be governed by Article 15.

**ARTICLE 18. AUTHORIZED REPRESENTATIVE**

- 18.1 Authorized Representative. Each Party shall designate one person as an Authorized Representative and at least one person as an alternate. Each Party shall notify the other Party within thirty (30) calendar days after the Execution Date of the designated Authorized Representative and alternates and promptly notify the other Party of any subsequent change in such designations.

Signature of the Contractor

Date:

- 18.2 Procedures. The Authorized Representatives shall establish written procedures, if necessary, for implementing the provisions of this Agreement. Such procedures shall be adopted by mutual agreement.
- 18.3 No Authority to Modify Agreement. The Authorized Representatives and alternates shall have no authority to modify any of the provisions of this Agreement.

**ARTICLE 19. NOTICES**

19.1 Delivery of Notices. Unless this Agreement requires otherwise, any notice, demand, or request provided for in this Agreement, or served, given, or made in connection with it, shall be in writing and shall be deemed properly served, given, or made and shall become effective when delivered in person, or sent by registered mail or certified first class mail, to the person specified below:

To CUC:  
 Commonwealth Utilities Corporation  
 Attention: Executive Director

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

To IPP:

\_\_\_\_\_  
 Attention: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

19.2 Changes in Addresses. Either Party may, from time to time, by written notice to the other Party, change the designation or address of the person so specified as the one to receive notices pursuant to this Agreement.

**ARTICLE 20. SALE OF ENERGY OR CAPACITY BY IPP**

IPP shall be prohibited from selling Energy from the facility to any person or entity other than CUC, for which the IPP has signed a contract with CUC.

**ARTICLE 21. PERFORMANCE BOND/GUARANTEE**

CUC has not prescribed any Performance bonds, under this solicitation. The IPP and CUC shall enter into good faith negotiation and guarantees to ensure that their individual interests are protected.

**ARTICLE 22. MISCELLANEOUS**

22.1 Assignment. Any assignment of this Agreement or rights and obligations hereof shall be void absent the prior written consent of the Parties except as provided in this section. The consent of CUC is hereby given to any security assignment or like financing instrument which may be required under terms of any mortgage, trust, security agreement or holder of such instrument of indebtedness made by and between the IPP and any mortgagee, trustee, secured party or holder of such instrument of indebtedness, as security for bonds or other indebtedness of IPP, present or future. Such mortgage, trustee, secured party, or holder may realize upon such security in foreclosure or other suitable proceedings, and succeed to all right, title, and interests of IPP.

Signature of the Contractor

Date:

- 22.2 Binding Effect. The terms, conditions, limitations, and restrictions contained in this Agreement shall be fully binding upon and benefit the Parties and their agents, personal representatives, legal representatives, successors, and assigns.
- 22.3 Obligations Several. The duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.
- 22.4 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed, enforced, and performed in accordance with the laws of the CNMI without regard to conflict of laws, rules or principles. Venue for any action or proceedings regarding this Agreement shall be in CNMI.
- 22.5 Entire Agreement. This Agreement and the schedules hereto constitute the entire agreement between the Parties.
- 22.6 No Third Party Beneficiaries. Nothing in this Agreement shall provide and benefit to any third party or entitle any third party to any claim, cause of action, remedy, or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.
- 22.7 Headings; Schedules. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning, interpretation, or the performance of any of the provisions of this Agreement. Any and all Schedules referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes.
- 22.8 Non-Waiver. No waiver by either Party hereto of any or more defaults by the other Party of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of like kind or different nature.
- 22.9 Amendments. Any amendment, modification, or change to this Agreement shall be void unless reduced to writing and executed by both Parties.
- 22.10 Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same agreement.
- 22.11 Signature Clause. The signatories hereby represent that they have been appropriately authorized to execute this Agreement on behalf of the Party for whom they sign.
- 22.12 Taxes, Labor and Immigration. IPP shall be solely responsible for paying any and all Commonwealth or Federal taxes for the Energy delivered hereunder, including but not limited to, all customs, duties and excise taxes, if any. IPP shall also be solely responsible for compliance with any and all applicable Commonwealth and/or Federal labor and immigration laws and regulations with respect to the performance required hereunder.
- 22.13 Regulations Controlling. IPP and the CUC Contracting Officer each hereby certifies that it or he has read and understands the CUC Procurement Regulations (Commonwealth Register Vol. 29, No. 6 (June 18, 2007), and has complied with all such regulations.
- 22.14 Penalties for Violation of Regulations. If this Agreement is in violation of the procurement regulations referred to above, IPP may be subject to debarment or suspension from government contracting and CUC's Contracting Officer may be personally liable for any damages incurred, in addition to other penalties provided for by law or regulations.
- 22.15 Agreement Disputes. Any disputes arising under this Agreement between CUC and IPP shall be submitted first to administrative review and appeal as provided for in § Subpart B "50-50 – 420 Disputes" of CUC's Procurement Regulations before any action may be brought at law or equity for a remedy, but the resolution of any such administrative review or appeal shall not limit the rights or remedies of the Parties.

Signature of the Contractor

Date:

- 22.16 Gratuities. It shall be a breach of contract for IPP to offer, give or agree to give, any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from IPP a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendations or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal thereof.
- 22.17 Kickbacks. It shall be a breach of contract for any payment, gratuity, or offer of employment to be made on behalf of a subcontractor under a contract to IPP or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.
- 22.18 Representation of IPP Concerning Contingent Fees. IPP hereby represents that it has not retained any person to solicit or secure government contracts upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- 22.19 Public Auditor. As required by Section 404 of Public Law 3-91, IPP warrants and agrees that IPP and any other subcontractor(s), grantors or subgrantor(s) at any level shall provide the Public Auditor of the Commonwealth of the Northern Mariana Islands with access to, and the right to examine and copy, any records, data or papers relevant to this Agreement for a period beginning with the Execution Date and continuing for three (3) years from the final payment pursuant to this Agreement. This Section 22.19 will survive any termination or expiration of this Agreement for a period of three (3) years from the date of such termination or expiration for the purpose set forth in this Section.
- 22.20 Time of the Essence. Time is of the essence in all terms, provisions, covenants, and conditions contained in this Agreement.

Signature of the Contractor

Date:

**COMMONWEALTH UTILITIES CORPORATION**

**RENEWABLE ENERGY POWER PURCHASE AGREEMENT Contract no. #**

**SCHEDULES**

- A            PERFORMANCE TESTS**
- B            OPERATING PARAMETERS**
- C            REQUIRED APPROVALS**
- D            LOCAL REGULATORY AGENCIES**

Signature of the Contractor

Date:

## SCHEDULE A

### PERFORMANCE TESTS (TESTS ON COMPLETION)

#### GENERAL

Conduct Performance Tests to demonstrate the Units satisfy the Requirements. The Performance Tests will be sufficient to ensure that the power delivered meets the quantity and quality and are in accordance with the Conditions of the Contract.

#### PERFORMANCE TESTS

- A. Guaranteed Output, to verify the degree to which the Units meet the guaranteed performance levels. Where climatic/weather conditions affect such tests, appropriate consideration shall be provided based on the technology used.

**Performance tests may be modified to best suit the intent and purpose and to provide detailed information and output data for the various equipment proposed.**

#### CRITERIA

- A. Guaranteed Output and Other Tests
1. Accuracy of Instruments
    - a. Electrical: plus or minus 0.1 percent.
    - b. Environmental: plus or minus 0.75%, depending on the technology used and the ensuing conditions.
    - c. Noise – At a distance/radius of 300 feet : plus minus 1 dB(A)
    - d. Smoke/Exhaust – Data to be finalized upon finalization of technology used.
  2. Calibrate test instrumentation used for the Performance Tests on site or provide certificates of calibration of same acceptable to CUC's Representative.
  3. Tests Required to Ensure Units Comply with Contract :  
IPP shall provide details of intended tests to be performed as below: *(sample only, to be further developed during contract negotiation)*
    - a. Output
    - b. Load rejection test.
    - c. Protection test.
    - d. Paralleling tests.
    - e. Automatic voltage regulation (AVR) tests.
    - f. Environmental tests.
  4. Other Requirements
    - a. IPP shall provide additional requirements necessary to be tested for conforming the integrity of the Renewable Energy Technology Power Production Facility

#### MATERIALS

IPP shall furnish all items required for testing to normal specification and for establishing the capacity for the Renewable Energy Technology Power Production Facility as agreed in the contract

Signature of the Contractor

Date:

## MANNING

Manning of plant: IPP shall determine the staffing levels required for normal operation. IPP shall provide an organizational chart detailing functions/responsibility of the staff to be deployed.

## REPORT OF RESULTS

Prepare a report of the test results in accordance with the applicable standards relevant to the technology application by IPP and submit to CUC's Representative.

Signature of the Contractor

Date:

## **SCHEDULE B**

### **OPERATING PARAMETERS**

Schedule “B” presents five reporting documents, four of which the IPP will be required to prepare and provide to CUC relating to the operation and maintenance of the facility, the fifth is a document that CUC will provide to the IPP on a daily basis.

**Documents may be modified to best suit the intent and purpose to provide detailed information and operation status for the various equipment proposed.**

Report 1, entitled “Daily Capacity Report”, shall be prepared on a daily basis and delivered via email to the CUC system supervisor prior to 7 AM.

Report 2, entitled “Weekly Generation Report”, shall be prepared on a weekly basis and delivered via email to the CUC system supervisor before noon on Monday.

Report 3 entitled “Maintenance Running Hours”, shall be prepared on a monthly basis and delivered via email to the CUC system supervisor by 7<sup>th</sup> day of each month.

Report 4 entitled “Maintenance Schedule”, shall be prepared on a yearly basis and delivered via email to the CUC system supervisor by October 1 of each year.

Report 5 entitled “Daily Load Forecast”, shall be prepared by CUC and provided to the IPP predicting the expected peak load and expected minimum load for the next day. This report will be supplied by 4:00 PM of the day prior to the report’s projected day’s load.

*Note: The above reports and formats are preliminary suggestions and may be substituted by Supervisory Control And Data Acquisition (SCADA) systems, through discussions with the contractors where feasible.*

Signature of the Contractor

Date:

**Daily Capacity Report** Date \_\_\_\_\_

Prepared by \_\_\_\_\_

| Unit # | Design Capacity MW | Today's Capacity MW | Expected Duration Hours | Reason for derate or outage | Issues |
|--------|--------------------|---------------------|-------------------------|-----------------------------|--------|
| 1      |                    |                     |                         |                             |        |
| 2      |                    |                     |                         |                             |        |
| 3      |                    |                     |                         |                             |        |
| 4      |                    |                     |                         |                             |        |
| 5      |                    |                     |                         |                             |        |
| 6      |                    |                     |                         |                             |        |
| 7      |                    |                     |                         |                             |        |
| 8      |                    |                     |                         |                             |        |
| 9      |                    |                     |                         |                             |        |
| 10     |                    |                     |                         |                             |        |
| Total  |                    |                     |                         |                             |        |

Comments

Signature of the Contractor

Date:

**Weekly Generation Report** Week of \_\_\_\_\_

Prepared by \_\_\_\_\_

Average Plant Generation \_\_\_\_\_ MW

Maximum Load \_\_\_\_\_ Minimum Load \_\_\_\_\_

Daily MW Production

| Unit # | Mon | Tues | Wed | Thur | Fri | Sat | Sun | Total | Hours Run | Remarks |
|--------|-----|------|-----|------|-----|-----|-----|-------|-----------|---------|
| 1      |     |      |     |      |     |     |     |       |           |         |
| 2      |     |      |     |      |     |     |     |       |           |         |
| 3      |     |      |     |      |     |     |     |       |           |         |
| 4      |     |      |     |      |     |     |     |       |           |         |
| 5      |     |      |     |      |     |     |     |       |           |         |
| 6      |     |      |     |      |     |     |     |       |           |         |
| 7      |     |      |     |      |     |     |     |       |           |         |
| 8      |     |      |     |      |     |     |     |       |           |         |
| 9      |     |      |     |      |     |     |     |       |           |         |
| 10     |     |      |     |      |     |     |     |       |           |         |

Comments

Signature of the Contractor

Date:

POWER GENERATION

**MAINTENANCE RUNNING HOURS**

PREPARED BY \_\_\_\_\_

Year \_\_\_\_\_ Month \_\_\_\_\_

| DATA            | # 1 | # 2 | # 3 | # 4 | # 5 | # 6 | # 7 | # 8 | # 9 | # 10 |
|-----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| Hours Since "A" |     |     |     |     |     |     |     |     |     |      |
| Hours Since "B" |     |     |     |     |     |     |     |     |     |      |
| Hours Since "C" |     |     |     |     |     |     |     |     |     |      |
| Hours Since "D" |     |     |     |     |     |     |     |     |     |      |
| Hours Since "E" |     |     |     |     |     |     |     |     |     |      |
| Total Run Hours |     |     |     |     |     |     |     |     |     |      |

| Type of Maintenance    | A    | B    | C    | D     | E     |
|------------------------|------|------|------|-------|-------|
| Standard Running Hours | 2000 | 4000 | 8000 | 12000 | 36000 |

Note: Red Numbers Indicate Overdue For Maintenance  
Table to be reformatted based on the technology used, by IPP

Signature of the Tenderer

Date:

**MAINTENANCE SCHEDULE**

PREPARED BY \_\_\_\_\_

| Equipment # | Year<br>Maint | 2007 |     |       |       |       | 2008 |       |       |     |       | 2009 |        |        |     |     | 2010   |     |        |        |        |  |       |
|-------------|---------------|------|-----|-------|-------|-------|------|-------|-------|-----|-------|------|--------|--------|-----|-----|--------|-----|--------|--------|--------|--|-------|
|             |               | Jan  | Apr | July  | Oct   | Dec   | Jan  | Apr   | July  | Oct | Dec   | Jan  | Apr    | July   | Oct | Dec | Jan    | Apr | July   | Oct    | Dec    |  |       |
| No. 1       | A             |      |     | 8-Jun |       | 4-Oct |      |       | 6-Jun |     |       |      | 8-Jan  | 8-Jun  |     |     | 10-Dec |     |        | 23-Jun |        |  | 9-Dec |
|             | B             |      |     |       | 6-Aug |       |      |       |       |     |       |      | 23-Mar |        |     |     |        |     |        |        | 22-Sep |  |       |
|             | C             |      |     |       |       |       |      | 8-Mar |       |     |       |      |        | 25-Sep |     |     |        |     |        |        |        |  |       |
|             | D             |      |     |       |       |       |      |       |       |     | 6-Oct |      |        |        |     |     |        |     | 24-Mar |        |        |  |       |
|             | E             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
| No. 2       | A             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | B             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | C             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | D             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | E             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
| No. 3       | A             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | B             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | C             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | D             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | E             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
| No. 4       | A             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | B             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | C             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | D             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | E             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
| No. 5       | A             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | B             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | C             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | D             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | E             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
| No. 6       | A             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | B             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | C             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | D             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | E             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
| No. 7       | A             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | B             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | C             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | D             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | E             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
| No. 8       | A             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | B             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | C             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | D             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | E             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
| No. 9       | A             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | B             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | C             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | D             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |
|             | E             |      |     |       |       |       |      |       |       |     |       |      |        |        |     |     |        |     |        |        |        |  |       |

Normal Maintenance cycles are: A = 2 days, B = 1 week, C = 2 weeks, D = 1 month, E = 2.5 months

Power Generation      **Daily Load Forecast**

Date Prepared      \_\_\_\_\_

Expected Peak load      \_\_\_\_\_

Date of Forecast      \_\_\_\_\_

Expected Minimum Load      \_\_\_\_\_

Report by      \_\_\_\_\_

**SCHEDULE C**

**REQUIRED APPROVALS FOR CONTRACT**

**SIGNATURES**

(To be signed in order listed.)

1. CUC Procurement Officer

I hereby certify that to the best of my information and belief this contract is in compliance with the CUC Procurement Regulations, is for public purpose and does not waste or abuse public funds.

|  |       |
|--|-------|
| _____                                    | _____ |
| Acting Manager, CUC Procurement          | Date  |
| 2. Corporate Comptroller, CUC            |       |
| _____                                    | _____ |
| Comptroller                              | Date  |
| 3. Attorney General                      |       |
| _____                                    | _____ |
| Attorney General, CNMI                   | Date  |
| 4. Commonwealth Utilities Corporation    |       |
| _____                                    | _____ |
| Executive Director                       | Date  |
| _____                                    | _____ |
| Chairman, Board of Directors             | Date  |
| 5. IPP                                   |       |
| _____                                    | _____ |
| Contracting Officer, IPP                 | Date  |
| 6. Governor                              |       |
| _____                                    | _____ |
| Governor, CNMI                           | Date  |
| 7. Certification of Agreement Completion |       |
| _____                                    | _____ |
| Acting Manager, CUC Procurement          | Date  |

Signature of the Tenderer

Date:

## SCHEDULE D

### LOCAL REGULATORY AGENCIES

#### **Regulatory Agencies in the Commonwealth of the Northern Mariana Islands (CNMI)**

|   |   |                                   |
|---|---|-----------------------------------|
| · Coastal Resource Management                               | - | Dr. John B. Joyner, Administrator |
| · Division of Environmental Quality                         | - | Frank Rabauliman, Director        |
| · Fish & Wildlife-Department of Lands and Natural Resources | - | Sylvan O. Igisomar, Director      |
| · Department of Public Lands                                | - | Dr. Ignacio Dela Cruz, Secretary  |
| · Historic Preservation Office                              | - | Epiphanio Cabrera, Director       |
| · Department of Public Works                                | - | Jose S. Demapan, Secretary        |

#### **Issues which are relative, but not limited to, for the development of Renewable Energy projects:**

- Coastal,
- Shoreline,
- Earthmoving,
- Above-ground/Underground Storage Tanks,
- Leaching, Septic, Drainage,
- Historical,
- Fish & Wildlife,
- Spill Prevention Control,
- Road Cutting,
- Building Codes,
- Electrical Codes,
- Industrial-Residential Zoning

Signature of the Tenderer

Date: