

COMMISSION

PHILIP C. BASHAW – CHAIRMAN
JIM SWEENEY – VICE CHAIRMAN
RUSSELL L. JONES – COMMISSIONER
KIM OWENS – COMMISSIONER
JOHN F. SULLIVAN – COMMISSIONER

STAFF

JORDY FUENTES – EXECUTIVE DIRECTOR
HEATHER COLE – EXECUTIVE SECRETARY



ARIZONA POWER AUTHORITY

1810 W. ADAMS STREET
PHOENIX, AZ 85007-2697
(602) 368-4265

WWW.POWERAUTHORITY.ORG

ARIZONA POWER AUTHORITY NON-HOOVER RENEWABLE ENERGY CERTIFICATE AGREEMENT

The Arizona Power Authority (“APA”) and [] (“Participant”) enter into this Non-Hoover REC Agreement (“Agreement”) regarding the disposition of the renewable energy certificate (“RECs”) allocated or owned by Participant as a result of Participant’s own generation or purchase of renewable energy, on the terms set forth below:

1. This Agreement is not associated with any preexisting contract between the APA and the Participant and does not affect nor supplement any power sales contract between the parties.
2. RECs are certification of Environmental Attributes from the generation of renewable energy that are certified by the Western Renewable Energy Generating Information System (WREGIS), a division of the Western Electricity Coordinating Council.
3. On or about February 13, 2024, the APA adopted revisions to its Renewable Energy Certificate Program (the “Program”), to include provisions for providing the optional service of marketing and selling non-Hoover RECs on behalf of public power entities.
4. The APA is providing this optional service for public power entities with the intent of promoting and supporting the use of renewable energy resources among public power entities throughout Arizona, pursuant to A.R.S. §30-121.
5. Each public power entity that chooses to participate will be responsible for paying all costs related to the creation and transfer of the REC. Additionally, the APA is charging a fee of \$0.03 per REC to cover the costs attributable to the APA.
6. The APA will deduct all costs associated with the REC from the net proceeds and will provide the Participant with the net proceeds from REC in a wire transfer as soon as practicable.
7. Participant is solely responsible for making its decision whether to have the APA market and sell Participant’s RECs; APA has not and will not advise Participant regarding this decision, and Participant warrants that it has relied solely on its own due diligence in making its decision.
8. Participant is solely responsible for transferring the REC(s) to the APA to market and sell. The APA is solely responsible for providing the necessary information to the Participant to be able to make the transfer.

9. Participant's agreement to have the APA market and sell the non-Hoover RECs will remain in effect until revoked by the APA's receipt of a written notice that is signed by Participant.
10. The APA will use its best efforts to obtain the best price (net of all related expenses including any one-time fees), but has not and will not make any representations to Participant as to what the net proceeds will be from any sale of any RECs.
11. Participant and APA will execute any commercially reasonable documents necessary to affect Participant's decision for APA to market its REC as made in this Agreement and to perform any and all acts necessary to affect the decision made by Participant herein.
12. This Agreement sets forth all terms regarding the matters addressed herein and supersedes all other written or oral communications between APA and Participant regarding the subject matter of this Agreement.
13. This Agreement inures exclusively to the benefit of APA and Participant, and to their respective successors, assigns, and agents. Nothing in this Agreement confers on any person other than APA and Participant or their respective successors, assigns, and agents, any rights or obligations.
14. In the event that either APA or Participant becomes aware of any claim made by or expected against APA or Participant concerning the subject matter of this Agreement, that entity will immediately notify the other, and APA and Participant will share all non-privileged information regarding such matter and reasonably cooperate in addressing the matter.
15. Neither APA nor Participant may directly or indirectly assign or transfer its rights or obligations under this Agreement by operation of law or otherwise without prior written consent of the other.
16. APA may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of APA is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of Participant with respect to the subject matter of this Agreement.
17. This Agreement shall be subject to and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions. All claims or controversies under this Agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and the rules adopted thereunder, A.A.C. Title 2, Chapter 7, Article 9. Each Party waives all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of this Agreement. Venue for resolution of any dispute arising out of this Agreement shall be Maricopa County, Arizona.
18. This Agreement can be modified only by a writing that expressly states that it is intended to modify this Agreement and that is signed by authorized representatives of both Parties.
19. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
20. The Parties agree to comply with all Federal, State or local laws, rules, or regulations applicable to the subject matter of this Agreement.
21. Participant shall be responsible for paying any and all applicable taxes, including but not limited to State and local transaction privilege taxes.

Subject to the foregoing terms, Participant and APA hereby agree that APA shall market and sell all RECs the Participant transfers to the APA's WREGIS Account. Each of the parties has caused this Agreement to be duly executed and delivered by its duly authorized representative as of the date set forth below.

For Participant:

By: _____

Name (Print): _____

Title: _____

Date: _____

For APA:

By: _____

Name (Print): _____

Title: _____

Date: _____

