

Tacoma Power
EverGreen Options Purchase Agreement
(Commercial Customers)

This AGREEMENT is made by and between the City of Tacoma, Department of Public Utilities, Light Division (herein referred to as "Tacoma Power") and the following identified Customer:

Customer Information:

Customer Name: **Port of Tacoma**
Address: **P. O. Box 1837**
City, State, and Zip: **Tacoma, WA 98401-1837**
Account Number: **Not Currently Assigned**

WHEREAS, "green power," also known as renewable energy, is generated from wind, solar, geothermal, biomass or environmentally preferred hydropower projects;

WHEREAS, *EverGreen Options* is supplied by renewable energy credits, often referred to as green tags, from the Bonneville Power Administration. Each of these credits represents the non-energy attributes – the climate change and environmental benefits generated from 1000 kWh (1 MWh) of renewable resources. All credits supplied through Tacoma Power's *EverGreen Options* program are derived from new wind generation projects (those built in 1999 or later) in Washington and Oregon;

WHEREAS, *EverGreen Options* is sold in monthly 250 kilowatt-hour blocks or dollar amounts specified by the customer. Charges for green power are in addition to the customer's normal electricity bill. Customer purchases of *EverGreen Options* result in an equivalent amount of energy from new wind generation resources delivered to the electricity grid; and

WHEREAS, Customer and Tacoma Power desire to enter into this Agreement to establish the terms and conditions of Customer's participation in Tacoma Power's *EverGreen Options* green power program.

NOW, WHEREFORE, the Parties agree as follows:

1. **Term of Agreement:** This Agreement shall become effective as of **January 1, 2008** (the first business day following the last dated signature of the Parties below). This Agreement shall continue in effect:

(Check One)

☒ [X] On a Month-to-Month basis until terminated by either Party, for any reason, by giving written notice to the other Party at least ten (10) days prior to the beginning of Customer's next monthly billing cycle. Termination will be effective on the last day of the billing cycle during which such notice was given.

ENTERED
MAR 20 2008

RECEIVED
MAR 20 2008

[] For a Fixed Period continuing at least through _____. If Customer intends to use this Agreement to document Customer's commitment for purposes of facilitating LEED® project certification, a minimum fixed term of two (2) years is required. Unless Customer notifies Tacoma Power in writing of its intent to terminate this Agreement at least 60 days prior to _____, this Agreement will thereafter continue on a Month-to-Month basis until terminated by either Party, for any reason, by giving written notice to the other Party at least ten (10) days prior to the beginning of Customer's next monthly billing cycle. Termination will be effective on the last day of the billing cycle during which such notice was given.

2. **Customer Commitment:**

- A. **EverGreen Options Purchase Information:** Customer agrees to purchase, during the Term of this Agreement, the following *EverGreen Options* product:

Number of Blocks per Month: NA (\$3 per block of 250 kWh)

OR, Number of kWh per Month: 59,982 kWh - 719,783 kWh per year

Total Monthly Purchase in Dollars (\$12 per 1000 kWh): \$719.78

LEED - This green power purchase represents NA percent of the expected annual electricity use at Customer's location over a time period of NA years (see 2.E.(2) below).

- B. Customer agrees to be billed by Tacoma Power as part of its normal billing cycle for electrical service, for the number of blocks specified above. Customer may pre-pay for the specified Blocks, but will not be refunded if Customer terminates this Agreement prior to receiving all pre-paid Blocks.
- C. Customer is responsible for contacting Tacoma Power to terminate its enrollment in the *EverGreen Options* program. Customer will remain enrolled and subject to the above purchase obligations until such termination becomes effective.
- D. Customer acknowledges that the price per block (250 kWh) of *EverGreen Options* is currently three dollars (\$3.00, or \$12 per MWh, \$12 per credit), but is subject to change at any time during the Term of this Agreement upon 30 days written notice from Tacoma Power.
- E. LEED® certification Customers: The following additional terms and conditions apply ONLY to Customers applying their green power purchase to a LEED® certification project:
- (1) Customer is obligated to pay for the *EverGreen Options* product specified in Section 2. A. above for the entire Term of this Agreement. If Customer terminates this Agreement prior to expiration of said Term, Customer shall promptly pay the remaining balance owed for committed product calculated at the effective Block price at the time of the pay-off.
 - (2) Customer represents that the total *EverGreen Options* purchase quantity specified in Section 2. A. above represents NA percent of the expected annual electricity use at Customer's location over a time period of NA years.