

UTILITY SALES AGREEMENT FOR DOD AGENCIES AND NON-DOD FEDERAL AGENCIES

Utility Sales Agreement No. _____ entered into this _____ day of _____, 19 _____

PURCHASER INFORMATION

BASE CIVIL ENGINEER INFORMATION

1. NAME AND ADDRESS (Include city, state, and ZIP code)

2. TELEPHONE NO. (Include area code)

3. NAME AND ADDRESS (Include city, state, and ZIP code)

4. TELEPHONE NO. (Include area code)

5. NAME AND ADDRESS OF EACH FACILITY TO BE SERVED

6. UTILITIES SERVICES TO BE PROVIDED

7. The pressure or voltage and quality of the utility at the point of delivery to the purchaser shall be the same as supplied to nearby Air Force facilities.

8. **CONSERVATION.** The purchaser shall ensure the economical use of all utilities supplied, subject to surveillance by the base civil engineer and the base energy steering group.

9. **RATES AND PAYMENT.** For all utility service furnished to the purchaser under this agreement, the purchaser shall pay the government at the rates specified in AF Form 3555, Utility Sales Rates, Exhibit A attached hereto, and made a part hereof. Whenever the rates require adjustment, the purchaser will be provided a new AF Form 3555 (Exhibit A), showing the new rates and date the new rates are effective. Cost to the government of supplying the service is computed by the base civil engineer according to AFI 32-1061. If, during the life of this agreement, there should be a change in the cost to the government of supplying the service, the rates set forth herein will be adjusted, as required, to conform therewith. Costs to the government for supplying the service are recalculated for each utility service not later than 1 December of each year, using prior fiscal year cost data, and at any time the purchased costs to the government change. New rates to the purchaser shall become effective on 1 December each year and at any time the purchased costs to the government change. The government agrees to furnish, subject to the conditions set forth herein, and the purchaser agrees to take and pay for such service at the adjusted rates from and after the date the adjusted rates are made effective. Should the government be billed on the basis of a proposed rate increase, subject to approval of a regulatory body, the purchaser shall be billed accordingly. If the proposed rate is subsequently denied or reduced, then any refund due the purchaser will be applied against future billings. The government will render invoices to the purchaser. All utility bills for utility services are due and payable within 30 days after the date of the invoice.

10. **METERING.** A meter shall be installed when the total cost to install the meter does not exceed the estimated gross revenue for one year. In the event a meter fails to register during any metering period, the daily average consumption of any previous period, representative of the period the meter failed, will be used. Meters will be tested in accordance with local commercial practices. When a meter is not installed, a detailed engineering estimate shall be made, and updated by 1 December each year, by the base utility engineer to determine consumption. The purchaser shall notify the base utility engineer within 30 days of any change affecting estimated consumption; such as less square feet of area occupied, or more or less equipment installed that consumes energy.

11. **DISPUTES.** Any dispute arising under this utility sales agreement not resolved by mutual agreement between the purchaser and the base civil engineer shall be decided by the installation commander who shall manifest his decision in writing and mail, or otherwise furnish a copy thereof, to the purchaser. The decision of the installation commander shall be final and conclusive. Pending final decision of a dispute, utility service shall continue, and be paid for under the terms and conditions set forth in this agreement.

12. **TERMINATION.** This agreement may be terminated by either party by providing 30 days advance written notification to the other party.

13. **APPROVAL.** This agreement shall be subject to the written approval of the installation commander and shall not be binding until so approved.

14. **AGREEMENT CONTENTS.** Attached to and made a part of this agreement is AF Form 3555, Utility Sales Rates, Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

(Signature of Purchaser)

(Signature of Base Civil Engineer)

(Signature of the Installation Commander)

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