



BEFORE THE ARIZONA CORPORATION

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COMMISSIONERS

- MIKE GLEASON, Chairman
- WILLIAM A. MUNDELL
- JEFF HATCH-MILLER
- KRISTIN K. MAYES
- GARY PIERCE

2007 DEC 18 P 4: 45

AZ CORP COMMISSION  
DOCKET CONTROL

IN THE MATTER OF THE APPLICATION OF ARIZONA PUBLIC SERVICE COMPANY FOR A HEARING TO DETERMINE THE FAIR VALUE OF THE UTILITY PROPERTY OF THE COMPANY FOR RATEMAKING PURPOSES, TO FIX A JUST AND REASONABLE REATE OF RETURN THEREON, TO APPROVE RATE SCHEDULES DESIGNED TO DEVELOP SUCH RETURN, AND TO AMEND DECISION NO. 67744

DOCKET NO. E-01345A-05-0816

Arizona Corporation Commission

DOCKETED

DEC 18 2007

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IN THE MATTER OF THE INQUIRY INTO THE FREQUENCY OF UNPLANNED OUTAGES DURING 2005 AT PALO VERDE NUCLEAR GENERATING STATION, THE CAUSES OF THE OUTAGES, THE PROCUREMENT OF REPLACEMENT POWER AND THE IMPANCE OF THE OUTAGES ON ARIZONA PUBLIC SERVICE COMPANY'S CUSTOMERS

DOCKET NO. E-01345A-05-0826

IN THE MATTER OF THE AUDIT OF THE FUEL AND PURCHASED POWER PRACTICES AND COSTS OF THE ARIZONA PUBLIC SERVICE COMPANY

DOCKET NO. E-01345A-05-0827

**MOTION FOR STAY IN CONSIDERATION OF ARIZONA PUBLIC SERVICE COMPANY'S PROPOSED PARTIAL REQUIREMENTS RATE SCHEDULE E-57 AND APPROVAL OF A GENERIC ELECTRIC SUPPLY/PURCHASE AGREEMENT CONTAINING SIMILAR TERMS AS SET FORTH IN E-57**

Arizona Public Service Company ("APS") hereby requests the Arizona Corporation Commission ("Commission") to stay its consideration of APS' proposed Partial Requirements Rate Schedule E-57 until such time as APS has concluded a study to

1 determine the economic benefits of distributed generation and has incorporated such  
2 benefits, if any, in its proposed E-57 rate. In the interim, APS seeks Commission  
3 approval of a generic Commercial Electric Supply/Purchase Agreement (“Agreement”)  
4 and Rate Schedule SC-S, which contains similar terms to APS’ currently proposed E-57  
5 rate, for those customers that have or intend to install distributed photovoltaic (“PV”) in  
6 the near future. No other rate is currently available for such customers. Commission  
7 approval of the Agreement and Rate Schedule SC-S will allow those customers that intend  
8 to operate PV systems prior to the Commission’s approval of an E-57 Rate Schedule, to  
9 immediately benefit from the partial requirements rate by directly entering into the  
10 Agreement with APS, which will thereafter be filed with the Commission for  
11 informational purposes.

## 12 OVERVIEW

13  
14 As part of APS’ 2005 rate case, Docket Nos. E-01345A-05-0816, E-01345A-05-  
15 0826 and E-01345A-05-0827, APS offered proposed Partial Requirements Rate Schedules  
16 E-56 and E-57. E-57 was developed for general service customers having  
17 solar/photovoltaic generating equipment greater than 100 kW but less than 1,000 kW that  
18 is capable of supplying all or a portion of the customer’s power requirements. In Decision  
19 No. 69663, the Commission ordered APS to meet with Staff and other interested parties  
20 and submit revised APS’ E-56 and E-57 Rate Schedules within 60 days of the Decision.  
21 In compliance with Decision No. 69663, APS conducted general meetings on August 6  
22 and August 17, 2007, as well as follow-up meetings with individual stakeholders to  
23 discuss and modify the E-56 and E-57 offerings. On August 28, 2007, based upon the  
24 input of Staff and other interested parties, APS filed revised Partial Requirements Rate  
25 Schedules E-56 and E-57 for Commission approval.

26 On September 10, 2007, Vote Solar Initiative and the Solar Alliance (together  
27 referred to as “Solar Alliance”) filed comments limited to APS’ E-57 filing that addressed  
28 the policy implications and the impact on the economics of photovoltaics (“PV”) in

1 relation to APS' modifications to the E-57 Rate Schedule and the impact that such  
2 modifications would have on the development of sustainable renewable resources in  
3 Arizona. The Solar Alliance has recommended that the Commission postpone  
4 consideration and implementation of the E-57 rate until completion of 1) a net metering  
5 rulemaking; 2) the filing of Commission staff recommendations for Uniform Credit  
6 Purchase Program; and 3) a final determination regarding the Company's Implementation  
7 Plan of the newly enacted Renewable Energy Standard ("RES").

### 8 RELIEF REQUESTED

9 APS agrees that there is merit in postponement of consideration of proposed Rate  
10 Schedule E-57 pending the outcome of the above mentioned regulatory efforts. In  
11 addition, during the upcoming year APS proposes to engage in study to fully evaluate and  
12 quantify the benefits and costs associated with deployment of large quantities of  
13 renewable distributed resources. The specific purpose of the study is to analyze operating  
14 impacts and value from integrating various levels of distributed energy into the APS  
15 electrical system. The study will also be used to develop processes which can be used to  
16 evaluate the specific costs and benefits for the various technologies eligible under the RES  
17 rules as distributed resources. Particular interest will be placed on investigating system  
18 impacts.

19 APS plans to contract with an external consultant to guide the study effort, working  
20 in collaboration with APS, Arizona State University, other technical consultants, and  
21 distributed energy stakeholders. Several working groups would likely be formed to  
22 provide technical expertise and operational insight. In addition, a stakeholder group will  
23 be formed and managed by the consultant, and supported by APS and the entire project  
24 team. Results of the project should be available in about 12 months. The deliverable for  
25 this study will be a published report detailing the findings in terms of system and financial  
26 impact of these technologies.

27 However, if consideration of the E-57 Rate Schedule is postponed, APS anticipates  
28 as many as 12 customers will have PV systems operational in the next year that will need

1 to be served. To accommodate customers' operational timing for current and future PV  
2 facilities, APS is seeking approval of a generic Agreement and Rate Schedule SC-S. A  
3 copy of the generic Agreement and Rate Schedule SC-S is attached as Exhibit A. Should  
4 proposed Rate Schedule E-57 or a variant thereof become effective during the term of the  
5 Agreement, either party may terminate the Agreement and receive service under such  
6 Schedule. The proposed generic Agreement is similar to the ones approved by the  
7 Commission for Luke Air Force Base in Decision No. 69416 and Frito-Lay in Decision  
8 No. 70034.

9 RESPECTFULLY submitted this 18th day of December, 2007.

10 PINNACLE WEST CAPITAL CORP.  
11 Law Department

12 By: Thomas L. Mumaw  
13 Thomas L. Mumaw  
14 Deborah R. Scott  
15 Attorneys for Arizona Public Service Company  
16 SNELL & WILMER L.L.P.

17 By: \_\_\_\_\_  
18 Robert J. Metli

19 Original and 13 copies filed this  
20 18th day of December, 2007, with:

21 Docket Control  
22 Arizona Corporation Commission  
23 1200 West Washington Street  
24 Phoenix, Arizona 85007

25 COPY of the foregoing hand-delivered  
26 this 18 day of December, 2007, to:

27 Ernest G. Johnson, Director  
28 Utilities Division  
ARIZONA CORPORATION COMMISSION  
1200 West Washington Street  
Phoenix, Arizona 85007

Christopher Kempley, Chief Counsel  
Legal Division  
ARIZONA CORPORATION COMMISSION  
1200 West Washington Street  
Phoenix, Arizona 85007

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Lyn Farmer, Chief Administrative Law Judge  
Hearing Division  
ARIZONA CORPORATION COMMISSION  
1200 West Washington Street  
Phoenix, Arizona 85007

Gordon Fox  
Utilities Division  
ARIZONA CORPORATION COMMISSION  
1200 West Washington Street  
Phoenix, Arizona 85007

COPY of the foregoing mailed  
this 18<sup>th</sup> day of December, 2007, to:

Michelle Livengood  
UniSource Energy Services  
One South Church Street, Suite 200  
Tucson, AZ 85702

Steven B. Bennett  
Deputy City Attorney  
City of Scottsdale Attorney's Office  
3939 North Drinkwater Boulevard  
Scottsdale, AZ 85251

George Bien-Willner  
3641 North 39<sup>th</sup> Avenue  
Phoenix, AZ 85014

C. Webb Crockett  
Patrick J. Black  
FENNEMORE GRAIG, P.C.  
3003 North Central Avenue, Suite 2600  
Phoenix, AZ 85012-2913

Amanda Ormond  
The Ormand Group LLC  
Southwest Representative  
Interwest Energy Alliance  
7650 South McClintock, Suite 103-282  
Tempe, AZ 85284

Michael W. Pattern  
ROSHKA DEWULF & PATTERN, PLC  
One Arizona Center  
400 East Van Buren Street, Suite 800  
Phoenix, AZ 85004

Joseph Knauer, President  
Jewish Community of Sedona  
and the Verde Valley  
100 Meadowlark Drive

Post Office Box 10242  
Sedona, AZ 86339-8242  
Michael L. Kurtz  
BOEHM, KURTZ & LOWRY  
36 East Seventh Street, Suite 1510  
Cincinnati, OH 45202

David C. Kennedy, Esq.  
818 East Osborn Road, Suite 103  
Phoenix, AZ 85014

Scott S. Wakefield  
RUCO  
1110 West Washington Street, Suite 220  
Phoenix, AZ 85007

Michael F. Healy  
MORGAN, LEWIS & BOCKIUS  
1111 Pennsylvania Avenue, NW  
Washington, DC 20004

Lawrence V. Robertson, Jr.  
MUNGER CHADWICK  
Post Office Box 1448  
Tubac, AZ 85646

Tracy Spoon  
Sun City Taxpayers Association  
12630 North 103<sup>rd</sup> Avenue, Suite 144  
Sun City, AZ 85351

Bill Murphy  
Murphy Consulting  
5401 North 25<sup>th</sup> Street  
Phoenix, AZ 85016

Jana Van Ness  
Arizona Public Service Company

1	400 North 5 <sup>th</sup> Street, MS 8695 Phoenix, AZ 85004	Phoenix, AZ 85004
2		
3	Tammie Woody 10825 West Laurie Lane Peoria, AZ 85345	Coralette Hannon AARP Government Relations & Advocacy 6705 Reedy Creek Rd. Charlotte, NC 28215
4		
5	Gary L. Nakarado ARIZONA SOLAR ENERGY INDUSTRIES ASSOCIATION 24657 Foothills Drive North Golden, CO 80401	Jay I. Moyes MOYES STOREY ltd. 1850 North Central Avenue, Suite 110 Phoenix, AZ 85004
6		
7		
8	Douglas V. Fant Law Offices of Douglas V. Fant 3655 West Anthem Drive, Suite A-109 Anthem, AZ 85086	Sein Seitz, President Arizona Solar Energy Industries Association 3008 North Civic Center Plaza Scottsdale, AZ 85251
9		
10		
11	Gary Yaquinto, President Arizona Solar Energy Industries Association 3008 North Civic Center Plaza Scottsdale, AZ 85251	Kenneth R. Saline, P.E. K.R. SALINE & ASSOC., PLC 160 North Pasadena, Suite 101 Mesa, AZ 85201
12		
13		
14	Andrew W. Bettwy Karen S. Haller Assistants General Counsel Legal Affairs Department SOUTHWEST GAS CORPORATION 5241 Spring Mountain Road Las Vegas, NV 89150	Lieutenant Colonel Karen S. White Chief, Air Force Utility Litigation Team AFLSA/JACL-ULT 139 Barnes Drive Tyndall AFB, FL 32403
15		
16		
17		
18	Dan Austin Comverge, Inc. 6509 West Frye Road, Suite 4 Chandler, AZ 85226	Robert W. Geake Vice President and General Counsel Arizona Water Company Post Office Box 29006 Phoenix, AZ 85038-9006
19		
20		
21	Jon Poston AARP Electric Rate Project 6733 East Dale Lane Cave Creek, AZ 85331	Greg Patterson Arizona Competitive Power Alliance 916 West Adams Street, Suite 3 Phoenix, AZ 85007
22		
23	Timothy M. Hogan Arizona Center for Law in the Public Interest 202 East McDowell Road, Suite 153 Michael M. Grant GALLAGHER & KENNEDY, P.A. 2575 East Camelback Road Phoenix, AZ 85016-9225	Jim Nelson 12621 North 17 <sup>th</sup> Place Phoenix, AZ 85022
24		
25		
26		
27		
28		

Exhibit A:

Generic  
Agreement

**ARIZONA PUBLIC SERVICE COMPANY  
SC-S COMMERCIAL ELECTRIC SUPPLY/PURCHASE AGREEMENT**

**1. PARTIES**

This Agreement for the purchase of electric power and energy from Customer's Generating Facility (GF) and/or the sale of power and energy to the Customer is entered into as of the \_\_\_ day of \_\_\_\_\_, \_\_\_ by and between ARIZONA PUBLIC SERVICE COMPANY, an Arizona Corporation ("APS" or "Company") and \_\_\_\_\_, ("Customer"), collectively ("the Parties").

**2. RECITALS**

This Agreement is entered into in respect to the following facts and considerations, all of which are considered to be an essential part of the terms and conditions which follow:

- 2.1 Customer intends to operate its Generation Facility (GF), consisting of a photovoltaic system with a \_\_\_ kW AC rated inverter, in electrical parallel with APS' distribution system and has entered into, or will enter into, an Agreement for the Interconnection of Customer's GF to the APS Distribution System with APS ("Interconnection Agreement"), prior to paralleling its GF with the APS system.
- 2.2 Customer desires to operate this GF in such a manner that Customer shall purchase its electrical power requirements from APS in accordance with the terms of this Agreement and attachments hereto.
- 2.3 APS and Customer intend to interconnect their respective facilities and systems in order that Customer may operate its GF under certain conditions for displacing electric power purchases from APS.
- 2.4 Electrical purchases from APS shall be three phase at approximately 60 Hertz with a delivery voltage of approximately \_\_\_\_\_.
- 2.5 The GF shall be permanently located at \_\_\_\_\_.

**3. AGREEMENT**

In consideration of the services to be performed by APS, and in consideration of the mutual agreements hereinafter, it is agreed as follows:

**4. SALES TO CUSTOMER**

- 4.1 APS shall sell, and Customer shall purchase and pay for, all electric power delivered and accepted by Customer in accordance with the terms of this Agreement, including but not limited to the Terms and Conditions for the Standard Offer and Direct Access Services ("Schedule 1") and the standard APS retail Rate Schedule E-\_\_ and Rate Schedule SC-S as they may change from time to time. Changes made shall thereafter automatically amend and apply to this Agreement to the same extent as though they had been originally incorporated as a part of this Agreement. *Copies of the Rate Schedules and Terms and Conditions now in effect are attached to and made a part of this Agreement.*
- 4.2 This Agreement will become effective upon execution by the Parties, subject to any regulatory approvals required. The Customer agrees to take service in accordance with Rate Schedule SC-S and acknowledges that the ACC may approve, reject, or modify the terms and conditions of Rate Schedule SC-S. If the terms and conditions of Rate Schedule SC-S are changed or modified, the Customer will have the option of taking service under the Rate Schedule SC-S as modified, or under another applicable rate schedule offered by APS.

- 4.3 Billing and collection shall be made in accordance with Section 4 of APS Service Schedule 1.
- 4.4 The maximum electric service demand drawn by the Customer shall not exceed \_\_\_\_ kW, subject to the physical limitation of APS' system and further subject to the provisions of Section 4.6 hereof.
- 4.5 The minimum billing demand for purposes of establishing a minimum bill shall be \_\_\_\_ kW each month.
- 4.6 Customer agrees to provide APS with 30 days advance written notification of any increased electric demand over and above the maximum kW specified in Section 4.4, above, the Company will inform Customer if additional capacity is available. In any event, the Customer shall be liable, upon demand by APS, to the extent of any damage resulting through an increase in demand prior to Company authorization.
- 4.7 The electric service supplied hereunder may be interrupted or curtailed in accordance with APS Service Schedule 5.

**5. DETERMINATION OF SUPPLEMENTAL SERVICE**

Supplemental service shall be defined as demand and energy contracted by Customer to augment the power and energy generated by Customer's generation facility.

- 5.1 *Supplemental Demand:* Supplemental demand shall be the highest 15-minute integrated kW demand as recorded on the Supply Meter during the billing period.
- 5.2 *Supplemental Energy:* Supplemental energy shall be equal to all energy supplied to Customer as determined from readings of the Supply Meter.

**6. DETERMINATION OF CONTRACT STANDBY CAPACITY**

For each specific customer generating unit for which the Company is providing Standby Service, monthly Contract Standby Capacity shall be the simultaneous 15 minute integrated kW demand as recorded on the Generator Meter(s) at the time the customer's Supply Meter registers the highest 15 minute integrated kW demand during the billing period.

**7. RATES**

The Company shall bill the customer the sum of the amounts computed under 7.1, 7.2, 7.3 and 7.4 below:

- 7.1 **Basic Service:** The Basic Service and Revenue Cycle Service Charges included in the customer's applicable General Service rate schedule will continue to apply.
- 7.2 **Supplemental Service:** Supplemental service will be provided in accordance with the rate levels contained in the customer's applicable General Service rate schedule, excluding the monthly Basic Service and Revenue Cycle Service Charges.
- 7.3 **Standby Service:** The monthly charge for standby service shall equal the sum of the sections 7.3.1 and 7.3.2:
  - 7.3.1 The unbundled delivery demand charge contained in the customer's applicable General Service rate schedule which is multiplied by the 15 minute integrated kW measured on the Generator Meter during the customer's monthly peak demand.
  - 7.3.2 The unbundled delivery energy charge (if applicable) multiplied by the kWh measured on the Generator Meter during the customers billing month.
- 7.4 **Adjustments:** Applicable adjustments included in the customer's applicable general service rate schedule.

**8. PURCHASES FROM CUSTOMER**

The Company will pay the Customer for any energy purchased at the per kWh seasonal non-firm purchase rates as shown in the applicable version of APS Rate Schedule EPR-2 that is effective at the time of purchase.

**9. METERING PROVISIONS AND BILLING PERIODS**

In accordance with Sections 3, 4.8 and 4.11 of APS Service Schedule 2.

**10. TERM OF AGREEMENT**

This Agreement shall remain in effect for a period of (5) five years unless (a) it is terminated by mutual agreement of the Parties, (b) it is replaced by another electric supply/purchase agreement, (c) upon thirty (30) day's advance written notice given by either party, (d) a Commission approved rate schedule is available that provides essentially the same service, (e) it is terminated pursuant to Section 7 (Termination of Service) specified in Schedule 1 attached hereto, or (f) the Interconnection Agreement is terminated.

In addition, should Customer cease to operate his generation unit(s) for 60 consecutive days during periods other than planned scheduled maintenance periods, Company reserves the option to terminate the Agreement for service under this rate schedule by providing the customer with thirty (30) days written notice.

**11. ENTIRE AGREEMENT**

11.1 This Agreement and the documents attached hereto constitute the entire Agreement between the Parties relating to the subject matter hereof, there being no other agreements or understandings, written or oral, other than those contained in this Agreement and the attachments hereto. In the event of a conflict among the provisions of this Agreement and an attached document, the Agreement shall govern. This Agreement does not modify, change or impact any other agreement between the Parties such as that relating to the interconnection of Customer's GF.

11.2 The Parties may amend this Agreement but such amendment may only be effective and enforceable if it is set forth in a written instrument signed by both Parties.

**12. ACCELERATION**

In addition to any other rights and remedies of APS, any breach or default by Customer necessitating cancellation of the Agreement shall cause all amounts for service, which are independent of kilowatt-hours delivered, to become immediately due and payable to APS.

**13. SERVICE RENDERED UNDER SPECIAL AGREEMENT**

In accordance with Section 5 of APS Service Schedule 2

**14. REGULATORY AUTHORITY**

In accordance with Section 6 of APS Service Schedule 2

**15. INDEMNITY**

In accordance with Section 7 of APS Service Schedule 2

**16. UNCONTROLLABLE FORCES**

In accordance with Section 8 of APS Service Schedule 2

17 **NOTICES**

All written notices pursuant to this Agreement shall be delivered personally or forwarded by registered or certified mail including express overnight courier service, postage prepaid, return receipt requested to APS or Customer, as the case may be, at the address of that Party set forth below as follows:

**To APS:**

Arizona Public Service  
Attn: APS Solar Partners Incentive Program  
Mail Station: 3874  
P.O. Box 53933  
Phoenix, AZ 85072-3933  
Telephone: 602-328-1924

**To Customer:**

\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

Changes in such designation may be made by notice similarly given.

18. **CONFLICTS**

In accordance with Section 10 of APS Service Schedule 2

19. **SUCCESSORS AND ASSIGNS**

In accordance with Section 11 of APS Service Schedule 2

20. **DEPOSITS**

In accordance with Section 2 of APS Service Schedule 1

21. **GENERAL PROVISIONS**

21.1 In the event that either party shall successfully bring suit to compel performance or for breach of this Agreement, that party shall be entitled to recover reasonable attorney's fees in addition to the amount of judgment and costs.

21.2 A waiver of any default of the other party or any other matter arising in connection with this Agreement, at any time by either party, shall not be construed a waiver of any subsequent default or matter.

21.3 THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE), NOT SPECIFIED IN THIS AGREEMENT, THE REFERENCED SCHEDULES, ANY OTHER REFERENCED OR ATTACHED DOCUMENTS, OR IN THE APPLICABLE RULES OF THE ARIZONA CORPORATION COMMISSION CONCERNING THE SALE AND DELIVERY OF ELECTRICITY BY APS TO CUSTOMER. THIS AGREEMENT, INCLUDING THE REFERENCED SCHEDULES, ANY OTHER REFERENCED OR ATTACHED DOCUMENTS, AND THE APPLICABLE RULES OF THE ARIZONA CORPORATION

COMMISSION, STATES THE ENTIRE OBLIGATION OF APS IN CONNECTION WITH SUCH SALES AND DELIVERIES.

**22. ATTACHMENTS**

The following additional documents are attached to and made part of this Agreement:

- 22.1 Terms and Conditions for Standard Offer and Direct Access Services (Service Schedule 1)
- 22.2 Terms and Conditions for Energy Purchases from Qualified Cogeneration and Small Power Production Facilities (Service Schedule 2)
- 22.3 Guidelines for Electric Curtailment (Service Schedule 5)
- 22.4 APS Partial Requirements Special Contract - Solar Rate Schedule SC-S
- 22.5 APS \_\_\_\_\_ Rate Schedule E-\_\_\_\_\_
- 22.6 APS Purchase Rates for Qualified Facilities Under 100 kW for Partial Requirements Service Rate Schedule EPR-2.

**23. EXECUTION**

This Agreement has been executed by the duly authorized representatives of the parties, as set forth below:

**ARIZONA PUBLIC SERVICE COMPANY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CUSTOMER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Exhibit A:**

**Rate Schedule SC-S**



**SCHEDULE SC-S  
CLASSIFIED SERVICE  
PARTIAL REQUIREMENTS STANDARD CONTRACT - SOLAR**

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**AVAILABILITY**

This rate schedule is available in all territory served by the Company at all points where facilities of adequate capacity and the required phase and suitable voltage are adjacent to the premises served and when all applicable provisions described herein have been met.

**APPLICATION**

Customers taking service under this rate schedule will be served in accordance with the attached template SC-S Electric Supply/Purchase Agreement between Company and Customer, which is incorporated herein by reference. This rate schedule is applicable to any general service customer having solar/photovoltaic generation equipment with a nameplate service continuous rating of greater than 100 kW capable of supplying all or a portion of its power requirements. Direct access customers are not eligible for service under this rate schedule.

**METERING**

The Company will install, at the customer's expense, a bi-directional meter at the point of delivery to the customer (Supply Meter) and meter(s) at the point(s) of output from each of the customer's generators (Generator Meter). All meters will record integrated demand and energy on the same 15- minute interval basis as specified by the Company.

**CONTRACT PERIOD**

As provided in the SC-S Electric Supply/Purchase Agreement between Company and Customer.

**TERMS AND CONDITIONS**

Customer must enter into an Interconnection Agreement and the SC-S Electric Supply/Purchase Agreement to establish all pertinent details related to interconnection and other required service standards. APS will file the executed Electric Supply/Purchase Agreement in compliance with A.C.C. Decision No. xxxxx.