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April 28, 2009

Docket Control  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

RE: Arizona Public Service Company Compliance with Decision No. 70130  
Docket No. E-01345A-08-0136

Pursuant to Decision No. 70130 (January 23, 2008) approving rate Schedule SC-S, Arizona Public Service Company (APS) is required to file all executed Agreements under this rate schedule with the Arizona Corporation Commission. Attached is a copy of the executed Agreement between Musical Instrument Museum and APS (signed April 27, 2009).

If you have any questions or concerns please call Susan Casady at 602-250-2709.

Sincerely,

Leland R. Snook

Attachment

CC: Terri Ford  
Barbara Keene  
Brian Bozzo

Arizona Corporation Commission  
DOCKETED

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AZ CORP COMMISSION  
DOCKET CONTROL

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**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 27th day of April, 2009 by and between ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation ("APS" or "Company") and MUSICAL INSTRUMENT MUSEUM ("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 225 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 277/480.
- 2.5 The GF shall be permanently located at 4725 E Mayo, Phoenix, AZ 85050

**3. AGREEMENT**

In consideration of the services to be performed by APS, and in consideration of the mutual agreements herinafter, 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-32 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 2585 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 1300 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 for by Customer to augment the power and energy generated by Customer's GF.

- 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 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 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 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 Customer's billing month.

7.4 Adjustments: Applicable adjustments shall be made in accordance with the Customer's applicable 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 APS Rate Schedule EPR-2 in effect 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 five (5) 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) days advance written notice given by the Customer, (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 GF for sixty (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 Company  
Attn: Renewables  
Mail Station: 3161  
P.O. Box 53933  
Phoenix, AZ 85072-3933  
Telephone: 602-328-1924

**To Customer:**

Musical Instrument Museum  
Attn: Bill DeWalt  
8550 S Priest Dr.  
Tempe, AZ 85284  
Telephone: 480-481-2460

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 MERCHANTABILITY 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 General Service Rate Schedule E-32
- 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: Beth A. Pope

Name: Beth A. Pope

Title: Section Leader, RCAM

Date Signed: 4/20/09

**CUSTOMER**

Signature: Bill DeWalt

Name: Bill DeWalt

Title: President

Date Signed: 4/27/09



**SERVICE SCHEDULE 1  
TERMS AND CONDITIONS FOR  
STANDARD OFFER AND DIRECT ACCESS SERVICES**

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The following TERMS AND CONDITIONS and any changes authorized by law will apply to Standard Offer and Direct Access services made available by Arizona Public Service Company (Company), under the established rate or rates authorized by law and currently applicable at time of sale.

1. General

- 1.1 Services will be supplied in accordance with these Terms and Conditions and any changes required by law, and such applicable rate or rates as may from time to time be authorized by law. However, in the case of the customer whose service requirements are of unusual size or characteristics, additional or special contract arrangements may be required.
- 1.2 These Terms and Conditions shall be considered a part of all rate schedules, except where specifically changed by a written agreement.
- 1.3 In case of a conflict between any provision of a rate schedule and these Terms and Conditions, the provisions of the rate schedule shall apply.

2. Establishment of Service

- 2.1 Application for Service - Customers requesting service may be required to appear at Company's place of business to produce proof of identity and/or sign Company's standard form of application for service or a contract before service is supplied by Company.
  - 2.1.1 In the absence of a signed application or contract for service, the supplying of Standard Offer and/or Direct Access services by Company and acceptance thereof by the customer shall be deemed to constitute a service agreement by and between Company and the customer for delivery of, acceptance of, and payment for service, subject to Company's applicable rates and rules and regulations.
  - 2.1.2 Where service is requested by two or more individuals, Company shall have the right to collect the full amount owed Company from any one of the applicants.
- 2.2 Service Establishment and Customer Request for Special Service Charge - A service establishment charge of \$25.00 for residential and \$35.00 non-residential plus any applicable tax adjustment will be assessed each time Company is requested to establish, reconnect or re-establish electric service to the customer's delivery point, or to make a special read without a disconnect and calculate a bill for a partial month
  - 2.2.1 The customer will additionally be required to pay a trip charge of \$16.00 when an authorized Company representative travels to the customer's site and is unable to complete the customer's requested services due to lack of access to the point of delivery.
  - 2.2.2 The customer will additionally be required to pay an after-hours charge of \$75.00 if the customer requests service, as defined in A.A.C. R14-2-203.D.3, be established, reconnected, or re-established after 5:00 p.m. on a day other than the day of request.



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2.2.3 The customer will additionally be required to pay a same day connect charge of \$75.00 if the customer requests service, as defined in A.A.C. R14-2-203.D.3, be established, reconnected, or re-established on the same day the request is being made, and Company agrees to work the request on the same day of the request. This will be charged regardless of the time the order may be worked by Company on that day. Company may, where no additional costs are incurred by Company, waive the same day fee.

2.2.4 The customer will additionally be required to pay \$75.00 per crew person per hour when customer requests services that do not meet the definition of service establishment as defined in A.A.C. R14-2-203.D.3 (such as metering equipment installations which include instrument transformers but excluding the cost of meters, maintenance or planned outages, etc.) that require the availability of Company employees after hours, on a weekend day, or on a Company holiday. The number of employees utilized by Company in fulfilling such requests shall be at the sole discretion of Company. Customers will be given notice of estimated charges prior to the work being performed.

Company holidays are New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving, and Christmas Day.

2.2.5 Company may waive the service establishment charge where:

2.2.5.1 No field trip is required because applicant accepts responsibility for energy billed and not yet paid and the change is effective with the last meter read and meter read date billed.

2.2.5.2 Applicant has an active Landlord Automatic Transfer of Service Agreement on file with Company. This service agreement is for property owners that have established credit with Company and provides for continuous service to the landlord between tenants.

2.2.5.3 Where multiple connects are performed during the same site visit, in the same applicant name, at the same address, for the same class of service, Company will assess the Service Establishment Charge once for every two delivery points.

2.3 Direct Access Service Request (DASR) - A Direct Access Service Request charge of \$10.00 plus any applicable tax adjustment will be assessed to the Electric Service Provider (ESP) submitting the DASR each time Company processes a Request (RQ) type DASR as specified in Company's Schedule 10, Terms and Conditions for Direct Access.

2.4 Grounds for Refusal of Service - Company may refuse to connect or reconnect Standard Offer or Direct Access service if any of the following conditions exist:

2.4.1 The applicant has an outstanding amount due with Company for the same class of service and is unwilling to make payment arrangements that are acceptable to Company.

2.4.2 A condition exists which in Company's judgment is unsafe or hazardous.



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- 2.4.3 The applicant has failed to meet the security deposit requirements set forth by Company as specified under Section 2.5 or 2.6 hereof.
- 2.4.4 The applicant is known to be in violation of Company's tariff.
- 2.4.5 The applicant fails to furnish such funds, service, equipment, and/or rights-of-way or easements required to serve the applicant and which have been specified by Company as a condition for providing service.
- 2.4.6 The applicant falsifies his or her identity for the purpose of obtaining service.
- 2.4.7 Service is already being provided at the address for which the applicant is requesting service.
- 2.4.8 Service is requested by an applicant and a prior customer living with the applicant owes a delinquent bill from the same or a prior service address.
- 2.4.9 The applicant is acting as an agent for a prior customer who is deriving benefits of the service and who owes a delinquent bill from the same or a prior service address.
- 2.4.10 The applicant has failed to obtain all required permits and/or inspections indicating that the applicant's facilities comply with local construction and safety codes.

2.5 Residential Establishment of Credit or Security Deposit

- 2.5.1 Establishment of Credit - Company shall not require a security deposit from a new applicant for service if the applicant is able to meet any of the following requirements:
  - 2.5.1.1 The applicant has had service of a comparable nature with Company within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months or disconnected for nonpayment.
  - 2.5.1.2 Company receives an acceptable credit rating, as determined by Company, for the applicant from a credit rating agency utilized by Company.
  - 2.5.1.3 The applicant can produce a letter regarding credit or verification from an electric utility where service of a comparable nature was last received within six (6) months of the current date which states that the applicant had a timely payment history for the prior twelve (12) consecutive months at the time of service discontinuation.
  - 2.5.1.4 In lieu of a security deposit, Company receives deposit guarantee notification from a social or governmental agency acceptable to Company or a surety bond as security for Company in a sum equal to the required deposit.
- 2.5.2 Residential Establishment of Credit or Security Deposit - When credit cannot be established as provided for in Section 2.5.1 hereof or when it is determined that the



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applicant left an unpaid final bill owing to another utility company, the applicant will be required to:

2.5.2.1 Place a cash deposit to secure payment of bills for service as prescribed herein, or

2.5.2.2 Provide a surety bond acceptable to Company in an amount equal to the required security deposit.

2.5.3 Non-residential Establishment of Security Deposit – All non-residential applicants will be required to place a cash deposit to secure payment of bills for service as prescribed herein, unless:

2.5.3.1 The applicant has had service of a comparable nature with Company within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months or disconnected for nonpayment.

2.5.3.2 The applicant provides a non-cash security deposit in the form of a Surety Bond, Irrevocable Letter of Credit, or Assignment of Monies in an amount equal to the required security deposit.

2.6 Establishment or Reestablishment of Security Deposit

2.6.1 Residential - Company may require a residential customer to establish or re-establish a security deposit if the customer becomes delinquent in the payment of two (2) or more bills within a twelve (12) consecutive month period or has been disconnected for non-payment during the last twelve (12) months.

2.6.2 Non-residential - Company may require a non-residential customer to establish or re-establish a security deposit if the customer becomes delinquent in the payment of two (2) or more bills within a twelve (12) consecutive month period or if the customer has been disconnected for non-payment during the last twelve (12) months, or when the customer's financial condition may jeopardize the payment of their bill, as determined by Company based on the results of using a credit scoring worksheet. Company will inform all customers of the Arizona Corporation Commission's complaint process should the customer dispute the deposit based on the financial data.

2.7 Security Deposits – Once it is determined that a security deposit is required, the following will apply:

2.7.1 Security deposits may be required for each service location.

2.7.2 Company reserves the right to increase or decrease security deposit amounts applicable to the services being provided by Company in accordance with this section:



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- 2.7.2.1 If the customer chooses to change from Standard Offer to Direct Access services, the deposit may be decreased by an amount which reflects that portion of the customer's service being provided by a Load Serving ESP. However if the Load Serving ESP is providing ESP Consolidated Billing pursuant to Company's Schedule 10 Section 7, the entire deposit will be credited to the customer's account; or,
- 2.7.2.2 If the customer chooses to change from Direct Access to Standard Offer service, the requested deposit amount may be increased by an amount pursuant to Section 2.5, which reflects that Company is providing bundled electric service.
- 2.7.2.3 If the customer's average consumption increases: by more than ten (10) percent for residential accounts or five (5) percent for nonresidential accounts within a twelve (12) consecutive month period and credit has not been established, an additional security deposit may, at Company's option, be required.
- 2.7.3 Customer security deposits shall not preclude Company from terminating an agreement for service or suspending service for any failure in the performance of customer obligation under the agreement for service.
- 2.7.4 Cash deposits held by Company six (6) months/183 days or longer shall earn interest at the established one year Treasury Constant Maturities rate, effective on the first business day of each year, as published on the Federal Reserve Website. Deposits on inactive accounts are applied to the final bill when all service options become inactive, and the balance, if any, is refunded to the customer of record within thirty (30) days. For refunds resulting from the customer changing from Standard Offer to Direct Access, the difference in the deposit amounts will be applied to the customer's account.
- 2.7.5 If the customer terminates all service with Company, the security deposit may be credited to the customer's final bill.
- 2.7.6 Residential security deposits shall not exceed two (2) times the customer's average monthly bill as estimated by Company for the services being provided by Company.
- 2.7.6.1 Deposits or other instruments of credit will automatically expire or be returned or credited to the customers account after twelve (12) consecutive months of service, provided the customer has not been delinquent more than twice, unless customer has filed bankruptcy in the last 12 months.
- 2.7.7 Nonresidential security deposits shall not exceed two and one-half (2-1/2) times the customer's maximum monthly billing as estimated by Company for the service being provided by Company.
- 2.7.7.1 Deposits and non-cash deposits on file with Company will be reviewed after twenty-four (24) months of service and will be returned provided the customer has not been delinquent more than twice in the payment of bills or disconnected



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for non-payment during the previous twelve (12) consecutive months unless the customer's financial condition warrants extension of the security deposit.

2.8 Line Extensions - Installations requiring Company to extend its facilities in order to establish service will be made in accordance with Company's Schedule #3, Conditions Governing Extensions of Electric Distribution Lines and Services filed with the Arizona Corporation Commission.

3. Rates

3.1 Rate Information - Company shall provide, in accordance with A.A.C. R14-2-204, a copy of any rate schedule applicable to that customer for the requested type of service. In addition, Company shall notify its customers of any changes in Company tariffs affecting those customers.

3.2 Rate Selection - The customer's service characteristics and service requirements determine the selection of applicable rate schedule. If the customer is receiving bundled service, Company will use reasonable care in initially establishing service to the customer under the most advantageous rate schedule applicable to the customer. However, because of varying customer usage patterns and other reasons beyond its reasonable knowledge or control, Company cannot guarantee that the most economic applicable rate will be applied. Company will not make any refunds in any instances where it is determined that the customer would have paid less for service had the customer been billed on an alternate applicable rate or provision of that rate.

3.3 Optional Rates - Certain optional rate schedules applicable to certain classes of service allow the customer the option to select the rate schedule to be effective initially or after service has been established. Billing under the alternate rate will become effective from the next regularly scheduled meter reading, -after the appropriate metering equipment is installed. No further rate schedule changes, however, may be made within the succeeding twelve-month period. Where the rate schedule or contract pursuant to which the customer is provided service specifies a term, the customer may not exercise its option to select an alternate rate schedule until expiration of that term.

3.4 Direct Access service will be effective upon the next meter read date if DASR is processed fifteen (15) calendar days prior to that read date and the appropriate metering equipment is in place. If a DASR is made less than fifteen (15) days prior to the next regular read date the effective date will be at the next meter read date thereafter. The above timeframes are applicable for customers changing their selection of Electric Service Providers or for customers returning to Standard Offer service.

3.5 Any customer that selects Direct Access service may return to Standard Offer service in accordance with the rules, regulations, and orders of the Commission. However, such customer will not be eligible for Direct Access service for the succeeding twelve (12) month period. If a customer returning to Standard Offer, in accordance with the rules, regulations and orders of the Commission, was not given the required notification in accordance with the rules and regulations of the Commission by their Load Serving ESP of its intent to cease providing competitive services then the above provision will only apply if the customer fails to select another ESP within sixty (60) days of returning to Standard Offer service.



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4. Billing and Collection

4.1 Customer Service Installation and Billing - Service billing periods normally consist of approximately 30 days unless designated otherwise under rate schedules, through contractual agreement, or at Company option.

4.1.1 Company normally meters and bills each site separately; however, at customer's request, adjacent and contiguous sites not separated by private or public property or right of way and operated as one integral unit under the same name and as a part of the same business, will be considered a single site as specified in Company's Schedule 4, Totalized Metering of Multiple Service Entrance Sections at a Single Site for Standard Offer and Direct Access Service.

4.1.2 The customer's service installation will normally be arranged to accept only one type of service at one point of delivery to enable service measurement through one meter. If the customer requires more than one type of service, or total service cannot be measured through one meter according to Company's regular practice, separate meters will be used and separate billing rendered for the service measured by each meter.

4.2 Collection Policy - The following collection policy shall apply to all customer accounts:

4.2.1 All bills rendered by Company are due and payable no later than fifteen (15) calendar days from the billing date. Any payment not received within this time frame will be considered delinquent. All delinquent bills for which payment has not been received shall be subject to the provisions of Company's termination procedure. Company reserves the right to suspend or terminate the customer's service for non-payment of any Arizona Corporation Commission approved charges. All delinquent charges will be subject to a late charge at the rate of eighteen percent (18%) per annum.

4.2.2 If the customer, as defined in A.A.C. R 14-2-201.9, has two or more services with Company and one or more of such services is terminated for any reason leaving an outstanding bill and the customer is unwilling to make payment arrangements that are acceptable to Company, Company shall be entitled to transfer the balance due on the terminated service to any other active account of the customer for the same class of service. The failure of the customer to pay the active account shall result in the suspension or termination of service thereunder.

4.2.3 Unpaid charges incurred prior to the customer selecting Direct Access will not delay the customer's request for Direct Access. These charges remain the responsibility of the customer to pay. Normal collection activity, including discontinuing service, may be followed for failure to pay.

4.3 Responsibility for Payment of Bills

4.3.1 The customer is responsible for the payment of bills until service is ordered discontinued and Company has had reasonable time to secure a final meter reading for those services



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involving energy usage, or if non-metered services are involved until Company has had reasonable time to process the disconnect request.

- 4.3.2 When an error is found to exist in the billing rendered to the customer, Company will correct such an error to recover or refund the difference between the original billing and the correct billing. Such adjusted billings will not be rendered for periods in excess of the applicable statute of limitations from the date the error is discovered.
- 4.3.2.1 Refunds to customers resulting from overbillings will be made promptly upon discovery by Company.
- 4.3.2.2 Corrected charges for underbillings shall be billed to the customer who shall be given an equal length of time such as number of months underbilled to pay the backbill without late payment penalties, unless there is evidence of meter tampering or energy diversion.
- 4.3.2.3 Except as specified below, corrected charges for underbillings shall be limited to three (3) month for residential accounts and six (6) months for non-residential accounts.
- 4.3.2.3.1 Where the account is billed on a special contract or non-metered rate, corrected charges for underbillings shall be billed in accordance with the contract or rate schedule requirements and is not limited to three or six months as applicable.
- 4.3.2.3.2 Where service has been established but no bills have been rendered, corrected charges for underbillings shall go back to the date service was established.
- 4.3.2.3.3 Where there is evidence of meter tampering or energy diversions, corrected charges for underbillings shall go back to the date meter tampering or energy diversions began, as determined by Company.
- 4.3.2.3.4 Where lack of access to the meter (caused by the customer) has resulted in estimated bills, corrected charges for underbillings shall go back to the billing month of the last Company obtained meter read date.
- 4.3.2.4 Company may forgo billing and collection of corrected charges for an underbilling if Company believes the cost of billing and collecting the underbilling would not justify pursuing the underbill.
- 4.3.3 Where Company is responsible for rendering the customer's bill, Company will provide a monthly incentive of \$0.48 per customer to customers who elect to pay their bills using the Company's electronically transmitted payment options AutoPay, SurePay or similar programs.



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4.4 Dishonored Payments - If Company is notified by the customer's financial institution that they will not honor a payment tendered by the customer for payment of any bill, Company may require the customer to make payment in cash, by money order, certified or cashier's check, or other means which guarantee the customer's payment to Company.

4.4.1 The customer will be charged a fee of \$15.00 for each instance where the customer tenders payment of a bill with a payment that is not honored by the customer's financial institution.

4.4.2 The tender of a dishonored payment shall in no way (i) relieve the customer of the obligation to render payment to Company under the original terms of the bill, or (ii) defer Company's right to terminate service for nonpayment of bills.

4.4.3 Where the customer has tendered two (2) or more dishonored payments in the past twelve (12) consecutive months, Company may require the customer to make payment in cash, money order or cashier's check for the next twelve (12) consecutive months.

4.5 Termination Process Charges

4.5.1 Company will require payment of a Field Call Charge of \$15.00 when an authorized Company representative travels to the customer's site to accept payment on a delinquent account, notify of service termination, make payment arrangements or terminate the service. This charge will only be applied for field calls resulting from the termination process.

4.5.2 If a termination is required at the pole, a reconnection charge of \$96.50 will be required; if the termination is in underground equipment, the reconnection charge will be \$115.00.

4.5.3 To avoid termination of service, the customer will make payment in full, including any necessary deposit in accordance with Section 2.5 hereof or make payment arrangements satisfactory to Company.

4.6 On-site Evaluation - Company will require payment of an On-site Evaluation Charge of \$82.00 when an authorized Company field investigator performs an on-site visit to evaluate how the customer may reduce their energy usage. This charge may be assessed regardless of whether the customer actually implements Company suggestions.

5. Service Responsibilities of Company and Customer

5.1 Service Voltage - Company will deliver electric service to the designated point of delivery, as specified in Section 6.3 of this Schedule, at the standard voltages specified in the Electric Service Requirements Manual published by Company and as specified in A.A.C. R14-2-208.F. Company may deliver service for special applications at higher voltages, with prior approval from Company's Engineering Department and in accordance with Company's Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services filed with the Arizona Corporation Commission.



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5.2 Responsibility: Use of Service or Apparatus

- 5.2.1 The customer shall save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from the services being provided by Company or the use thereof on the customer's side of the point of delivery. Company shall have the right to suspend or terminate service in the event Company should learn of service use by the customer under hazardous conditions.
- 5.2.2 The customer shall exercise all reasonable care to prevent loss or damage to Company property installed on the customer's site for the purpose of supplying service to the customer.
- 5.2.3 The customer shall be responsible for payment for loss or damage to Company property on the customer's site arising from neglect, carelessness or misuse and shall reimburse Company for the cost of necessary repairs or replacements.
- 5.2.4 The customer shall be responsible for payment for any equipment damage and/or estimated unmetered usage resulting from unauthorized breaking of seals, interfering with, tampering with, or by-passing the meter.
- 5.2.5 The customer shall be responsible for notifying Company of any failure in Company's equipment.

5.3 Service Interruptions: Limitations on Liability of Company

- 5.3.1 Company shall not be liable to the customer for any damages occasioned by Load Serving ESP's equipment or failure to perform, fluctuations, interruptions or curtailment of electric service, except where due to Company's willful misconduct or gross negligence. Company may, without incurring any liability therefore, suspend the customer's electric service for periods reasonably required to permit Company to accomplish repairs to or changes in any of Company's facilities. The customer needs to protect their own sensitive equipment from harm caused by variations or interruptions in power supply.
- 5.3.2 In the event of a national emergency or local disaster resulting in disruption of normal service, Company may, in the public interest and on behalf of Electric Service Providers or Company, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

- 5.4 Company Access to Customer Sites - Company's authorized agents shall have satisfactory unassisted access to the customer's sites at all reasonable hours to install, inspect, read, repair or remove its meters or to install, operate or maintain other Company property, or to inspect and determine the connected electrical load. If, after six (6) months (not necessarily consecutive) of good faith efforts by Company to deal with the customer, Company in its opinion does not have satisfactory unassisted access to the meter, then Company shall have sufficient cause for termination of service or denial of any rate options where, in Company's opinion, access is required. The remedy for unassisted access will be at Company discretion and may include the



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installation by Company of a specialized meter. If such specialized meter is installed, the customer will be billed the difference between the otherwise applicable meter for their rate and the specialized meter plus the cost incurred to install the specialized meter as a one-time charge and any reoccurring incremental costs. If service is terminated as a result of failure to provide unassisted access, Company verification of unassisted access may be required before service is restored. Written termination notice is required prior to disconnecting service under this schedule.

**5.5 Easements**

5.5.1 All suitable easements or rights-of-way required by Company for any portion of an extension to serve a customer, which is either on sites owned, leased or otherwise controlled by the customer or developer, or other property required for the extension, shall be furnished in Company's name by the customer without cost to or condemnation by Company and in reasonable time to meet proposed service requirements. All easements or rights-of-way granted to, or obtained on behalf of Company shall contain such terms and conditions as are acceptable to Company.

5.5.2 When Company discovers that the customer or the customer's agent is performing work, has constructed facilities, or has allowed vegetation to grow adjacent to or within an easement or right-of-way or Company-owned equipment, and such work, construction, vegetation or facility poses a hazard or is in violation of federal, state, or local laws, ordinances, statutes, rules or regulations, or significantly interferes with Company's safe use, operation or maintenance of, or access to, equipment or facilities, Company shall notify the customer or the customer's agent and shall take whatever actions are necessary to eliminate the hazard, obstruction, interference or violation at the customer's expense. Company will notify the customer in writing of the violations.

5.6 Load Characteristics – The customer shall exercise reasonable care to ensure that the electrical characteristics of its load, such as deviation from sine wave form (a minimum standard is IEEE 519) or unusual short interval fluctuations in demand, shall not impair service to other customers or interfere with operation of telephone, television, or other communication facilities. Customer shall meet power factor requirements as specified on applicable rate schedules.

**6. Metering and Metering Equipment**

6.1 Customer Equipment - The customer shall install and maintain all wiring and equipment beyond the point of delivery except for Company's meters and special equipment. The customer's entire installation must conform to all applicable construction standards and safety codes and the customer must furnish an inspection or permit if required by law or by Company.

6.1.1 The customer shall provide, in accordance with Company's current service standards and/or Electric Service Requirements Manual, at no expense to Company, and close to the point of delivery, a sufficient and suitable space acceptable to Company's agent for the installation, accessibility and maintenance of Company's metering equipment. A current version of the Electric Service Requirements Manual is available on-line at <http://esp.apsc.com/resource/metering.asp>.



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6.1.2 Where a customer requests, and Company approves of, a special meter reading device or communications services or devices to accommodate the customer's needs, the cost for such additional equipment and usage fees shall be the responsibility of the customer.

**6.2 Company Equipment**

6.2.1 A Meter Service Provider (MSP) or its authorized agents may remove Company's metering equipment pursuant to Company's Schedule 10. Meters not returned to Company or returned damaged will result in charge to the MSP of the replacement costs, plus an administration fee of fifteen percent (15%), less five (5) years depreciation.

6.2.2 Company will lease lock ring keys to MSP's and/or their agents authorized to remove Company meters pursuant to the terms and conditions of Company's Schedule 10 at a refundable charge of \$70.00 per key. The charge will not be refunded if a key is lost, stolen, or damaged. If Company must replace ten percent (10%) of the issued keys within any twelve (12) month period due to loss by the MSP's agent, Company may, rather than leasing additional lock ring keys, require the MSP to arrange for a joint meeting. All lock ring keys must be returned to Company within five (5) working days if the MSP and/or its authorized agents are:

- 1) No longer permitted to remove Company meters pursuant to conditions of Company's Schedule 10;
- 2) No longer authorized by the Arizona Corporation Commission to provide services; or
- 3) The ESP Agreement has been terminated.

6.2.3 If the MSP, the customer, and/or its' agent request a joint site meeting for removal of Company metering and associated equipment and/or lock ring, a base charge will be assessed of \$62.00 per site. Company may assess an additional charge of \$53.00 per hour for joint site meetings that exceed thirty (30) minutes. If Company must temporarily replace the MSP's meter and/or associated metering equipment during emergency situations or to restore power to a customer, the above charges may apply.

**6.3 Service Connections - Company is not required to install and maintain any lines and equipment on the customer's side of the point of delivery except its meter.**

6.3.1 For overhead service, the point of delivery shall be where Company's service conductors terminate at the customer's weatherhead or bus rider.

6.3.2 For underground service, the point of delivery shall be where Company's service conductors terminate in the customer's or development's service equipment. The customer shall furnish, install and maintain any risers, raceways and/or termination cabinet necessary for the installation of Company's underground service conductors.

6.3.3 For special applications where service is provided at voltages higher than the standard voltages specified in the Electric Service Requirements Manual, Company and customer shall mutually agree upon the designated point of delivery.



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- 6.3.4 For the mutual protection of the customer and Company, only authorized employees or agents of Company or the Load Serving ESP are permitted to make and energize the connection between Company's service wires and the customer's service entrance conductors. Such employees carry Company issued identification which they will show on request.
- 6.4 Measuring Customer Service - All the energy sold to the customer will be measured by commercially acceptable measuring devices by Company (or the Meter Reading Service Provider (MRSP) pursuant to the terms and conditions of Company's Schedule 10). Where energy and, if applicable, demand is estimated by Company, estimation will be in accordance with Company's bill estimation procedures approved by the Arizona Corporation Commission. Where it is impractical to meter loads, such as street lighting, security lighting, or special installations, consumption will be determined by Company.
- 6.4.1 For Standard Offer customers, or where Company is the MRSP, the readings of the meter will be conclusive as to the amount of electric power supplied to the customer unless there is evidence of meter tampering or energy diversion, or unless a test reveals the meter is in error by more than plus or minus three percent (3%).
- 6.4.2 If there is evidence of meter tampering or energy diversion, the customer will be billed for the estimated energy and, if applicable, demand, for the period in which the energy diversion took place. Additionally, where there is evidence of meter tampering, energy diversion, or by-passing the meter, the customer will also be charged the cost of the investigation as determined by Company.
- 6.4.3 If after testing, a meter is found to be more than three percent (3%) in error, either fast or slow, proper correction shall be made of previous readings and adjusted bills shall be rendered or adjusted billing information will be provided to the MRSP.
- 6.4.3.1 Customer will be billed, in accordance with Section 4.3.2, for the estimated energy and demand that would have registered had the meter been operating properly.
- 6.4.4 Where Company is the MRSP, Company will, at the request of the customer or the ESP, reread the customer's meter within ten (10) working days after such request by the customer. The cost of such rereads is \$16.50 and may be charged to the customer or the ESP, provided that the original reading was not in error.
- 6.4.5 Where the ESP is the MSP or MRSP, and the ESP and/or its' agent fails to provide the meter data to Company pursuant to Company's Schedule 10 Section 8.16, Meter Reading Data Obligations, Company may, at its option, obtain the data, or may estimate the billing determinants. The charge for such reread is \$16.50 and may be charged to the ESP.
- 6.5 Meter Testing - Company tests its meters regularly in accordance with a meter testing and maintenance program as approved by the Arizona Corporation Commission. Company will, however, individually test a Company owned/maintained meter upon customer or ESP request. If



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the meter is found to be within the plus or minus three percent (3%) limit, Company may charge the customer or the ESP \$30.00 for the meter test if the meter is removed from the site and tested in the meter shop, and \$50.00 if the meter remains on site and is tested in the field.

**6.6 Master Metering**

6.6.1 Mobile Home Parks - Company shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is individually metered by Company.

6.6.2 Residential Apartment Complexes - Company shall refuse service to all new construction of apartment complexes and condominiums which are master metered. This section is not applicable to Senior Care/Nursing Centers registered with the State of Arizona with independent living units which provide packaged services such as housing, food, and nursing care.

6.6.3 Multi-Unit Residential High Rise Developments (developments consisting of apartments, condominiums or townhouse developments built with four or more floors, usually using elevators for accessing floors) - Company will allow master metering for high rise residential units where the residential units are privately owned, provided the building will be served by a centralized heating, ventilation and/or air conditioning system, and each residential unit shall be individually sub-metered and responsible for energy consumption of that unit.

6.6.3.1 Sub-metering shall be provided and maintained by the builder or homeowners association.

6.6.3.2 Responsibility and methodology for determining each unit's energy billing shall be clearly specified in the original bylaws of the homeowners association, a copy of which must be provided to Company prior to Company providing the initial extension.

**7. Termination of Service**

7.1 With Notice - Company may without liability for injury or damage, and without making a personal visit to the site, disconnect service to any customer for any of the reasons stated below, provided Company has met the notice requirements established by the Arizona Corporation Commission:

7.1.1 A customer violation of any of the applicable rules of the Arizona Corporation Commission or Company tariffs.

7.1.2 Failure of the customer to pay a delinquent bill for services provided by Company.

7.1.3 The customer's breach of a written contract for service.

7.1.4 Failure of the customer to comply with Company's deposit requirements.



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- 7.1.5 Failure of the customer to provide Company with satisfactory and unassisted access to Company's equipment.
- 7.1.6 When necessary to comply with an order of any governmental agency having jurisdiction.
- 7.1.7 Failure of a prior customer to pay a delinquent bill for utility services where the prior customer continues to reside on the premises.
- 7.1.8 Failure to provide or retain rights-of-way or easements necessary to serve the customer.
- 7.1.9 Company learns of the existence of any condition in Section 2.4, Grounds For Refusal of Service.
- 7.2 Without Notice - Company may without liability for injury or damage disconnect service to any customer without advance notice under any of the following conditions:
  - 7.2.1 The existence of an obvious hazard to the health or safety of persons or property.
  - 7.2.2 Company has evidence of meter tampering or fraud.
  - 7.2.3 Company has evidence of unauthorized resale or use of electric service.
  - 7.2.4 Failure of the customer to comply with the curtailment procedures imposed by Company during a supply shortage.
- 7.3 Restoration of Service - Company shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of Company.
- 8. Removal of Facilities - Upon termination of service, Company may without liability for injury or damage, dismantle and remove its facilities installed for the purpose of supplying service to the customer, and Company shall be under no further obligation to serve the customer. If, however, Company has not removed its facilities within one (1) year after the termination of service, Company shall thereafter give the customer thirty (30) days written notice before removing its facilities, or else waive any reestablishment charge within the next year for the same service to the same customer at the same location.

For purposes of this Section notice to the customer shall be deemed given at the time such notice is deposited in the U.S. Postal Service, first class mail, postage prepaid, to the customer at his/her last known address.
- 9. Successors and Assigns - Agreements for Service shall be binding upon and for the benefit of the successors and assigns of the customer and Company, but no assignments by the customer shall be effective until the customer's assignee agrees in writing to be bound and until such assignment is accepted in writing by Company.
- 10. Warranty - THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WARRANTIES REGARDING

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ARIZONA PUBLIC SERVICE COMPANY  
Phoenix, Arizona  
Filed by: David J. Rumolo  
Title: Manager, Regulation and Pricing  
Original Effective Date: December 1951

A.C.C. No. 5690  
Canceling A.C.C. No. 5686  
Service Schedule 1  
Revision No. 33  
Effective: October 8, 2007



**SERVICE SCHEDULE 1  
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MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), NOT SPECIFIED HEREIN OR IN THE APPLICABLE RULES OF THE ARIZONA CORPORATION COMMISSION CONCERNING THE SALE AND DELIVERY OF SERVICES BY COMPANY TO THE CUSTOMER. THESE TERMS AND CONDITIONS AND THE APPLICABLE RULES OF THE ARIZONA CORPORATION COMMISSION STATE THE ENTIRE OBLIGATION OF COMPANY IN CONNECTION WITH SUCH SALES AND DELIVERIES.

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ARIZONA PUBLIC SERVICE COMPANY  
Phoenix, Arizona  
Filed by: David J. Rumolo  
Title: Manager, Regulation and Pricing  
Original Effective Date: December 1951

A.C.C. No. 5690  
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**SERVICE SCHEDULE 2**  
**TERMS AND CONDITIONS FOR ENERGY PURCHASES**  
**FROM QUALIFIED COGENERATION AND SMALL POWER**  
**PRODUCTION FACILITIES**

The following TERMS AND CONDITIONS and any changes authorized by law, regulation, rule or order of applicable governmental authority will apply to the purchase of electric energy under the established rate or rates authorized by law and currently applicable at time of purchase; and these TERMS AND CONDITIONS shall be considered a part of all of Company's rate schedules for purchases except where specifically changed by written agreement.

1. DEFINITIONS

- 1.1 Point Of Interconnection - The point where Company's service conductors are connected to Customer's service conductors.
- 1.2 Qualifying Facility (QF) - Any cogeneration or small power production facility that meets the criteria for size, fuel use, efficiency, and ownership as promulgated in 18 CFR, Chapter I, Part 292, Subpart B of the Federal Energy Regulatory Commission's Regulations.
- 1.3 Purchase Agreement - The agreement entered into between Customer and Company detailing the provisions for the purchase of electric energy by Company from Customer's QF, and the sale, if any, of power by Company to Customer.
- 1.4 Cogeneration Facility - Any facility that sequentially produces electricity, steam or forms of useful energy (e.g., heat) from the same fuel source and which are used for industrial, commercial, heating, or cooling purposes.
- 1.5 Small Power Production Facility - A facility that uses primarily biomass, waste, or renewable resources, including wind, solar, and water to produce electric power.

2. CUSTOMER'S OBLIGATIONS

- 2.1 Customer agrees not to commence interconnected operation of its QF with Company's system, until the installation has been inspected by an authorized Company representative and final written approval is received from Company to commence interconnected operation. Customer shall give reasonable notice to Company when initial startup is to begin. Company shall have the right to have a representative present during initial energizing and testing of Customer's system.
- 2.2 Customer shall own and be fully responsible for the costs of designing, installing, operating and maintaining:
  - 2.2.1 The QF in accordance with the requirements of all applicable electric codes, laws and governmental agencies having jurisdiction.
  - 2.2.2 Control and protective devices to protect its facilities from abnormal operating conditions such as, but not limited to, electrical overloading, abnormal voltages, and fault currents. Such protective devices shall promptly disconnect the QF from Company's system in the event of a power outage on Company's system.



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- 2.2.3 A gang operated load break disconnect switch, capable of being locked in a visibly open position that will completely isolate the QF from Company's system. Such disconnect switch shall be installed in a place easily accessible to Company's personnel. Company shall have the right to lock open the disconnect switch without notice to Customer when interconnected operation of the QF with Company's system could adversely affect Company's system or endanger life or property.
- 2.2.4 Interconnection facilities on Customer's premises as may be required to deliver power from Customer's QF to Company's system at the agreed Point Of Interconnection.
- 2.3 Electric sales to Company must be single or three phase, 60 Hertz, at one standard voltage (12,500; 2400/4160; 480; 277/480; 120/240 or 120/208 volts as may be selected by Customer subject to availability at the premises). Customer's facilities shall also maintain a minimum ninety percent (90%) leading to ninety percent (90%) lagging power factor as measured at the Point Of Interconnection.
- 2.4 The electrical output of Customer's QF shall not contain harmonic content which may cause disturbances on or damage to Company's electrical system, or other party's systems, such as but not limited to communication systems.
- 2.5 Customer shall operate and maintain the QF in accordance with those practices and methods, as they are changed from time-to-time, that are commonly used in prudent engineering and electric utility operations and shall operate the QF lawfully and in a safe, dependable and efficient manner.
- 2.6 Customer shall submit to Company written equipment specifications and detailed plans to Company for the installation and operations of its QF, interconnection facilities, control and protective devices and facilities to accommodate Company's meter(s) for review and advance written approval prior to their actual installation. After Company's approval Customer shall not change or modify equipment specifications, plans, control and protective devices, metering and in general the QF's system configuration. If Customer desires to make such changes or modifications, Customer shall resubmit to Company plans describing said changes or modifications for approval by Company. No such change or modification may be made without the prior written approval of Company.
- 2.7 In the event it is necessary for Company to install interconnection facilities on its system (including, but not limited to control or protective devices, or any other facilities) in order to receive or continue to receive or to deliver electric power under the terms of the Purchase Agreement, Company shall inform Customer of the cost thereof in advance of incurring the costs of such facilities and Customer shall reimburse Company for the costs incurred by Company in connection with such facilities to the extent that said costs exceed those normally incurred by Company with respect to those customers which it serves who do not have self generation facilities.
- 2.8 If Customer utilizes the Company's system to facilitate start-up of its QF, the voltage flicker level shall not exceed Company standards.



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3. METERING PROVISIONS

- 3.1 Customer shall provide and install at no expense to Company, and in accordance with Company's service standards, meter sockets and metering cabinets in a suitable location to be determined by Company's representatives.
- 3.2 Company shall furnish, own, install and maintain all meters that register the sales of power to, and the purchases of energy from Customer. The responsibility for the costs of providing and maintaining the required meters shall be as outlined in the applicable Rate for Purchase, or as specified in the Purchase Agreement.
- 3.3 The readings of all said meters will be conclusive as to the amount of electric power and energy supplied to the QF and/or purchased by Company unless, upon test, the meters are found to be in error by more than three percent (3%). The expense of any meter test requested by Customer will be borne by Customer unless such test shows the meter(s) to be in error by more than three percent (3%).

4. MUTUAL UNDERSTANDINGS

- 4.1 Company shall be allowed to install on Customer's premises any instrumentation equipment for research purposes. Such equipment shall be owned, furnished, installed and maintained by Company.
- 4.2 Company's approvals given pursuant to the Purchase Agreement shall not be construed as any warranty or representation to Customer or any third party regarding the safety, durability, reliability, performance or fitness of Customer's generation and service facilities, its control or protective devices or the design, construction, installation or operation thereof.
- 4.3 Company (including its employees, agents, and representatives) shall have the right to enter Customer's premises at all reasonable times to (a) inspect Customer's QF, protective devices and to read or test instrumentation equipment that Company may install, provided that as reasonably possible, notice is given to Customer prior to entering its premises; (b) maintain Company equipment relative to the purchase of electric energy from Customer; (c) read or test the meters; and (d) disconnect the QF without notice if, in Company's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or Company's facilities or other customers' or third parties' property and facilities from damage or interference caused by Customer's QF, or improperly operating protective devices.
- 4.4 All suitable easements or rights-of-way (required by Company in order to accommodate inter-connection of Company's system with the QF), which are either on premises owned, leased or otherwise controlled by Customer, or upon other property, shall be furnished in Company's name by Customer without cost to or condemnation by Company and in reasonable time to meet the requirements of the Purchase Agreement. All easements or rights-of-way obtained on behalf of Company shall contain such terms and conditions as are acceptable to Company.



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- 4.5 Company is not obligated to pay for electric energy or capacity from Customer during any periods when such purchases would result in costs greater than those which Company would otherwise incur had Company generated said energy itself or purchased the energy from another source. Company will give reasonable notice to Customer when such periods exist, so that Customer can discontinue deliveries of energy to Company or elect to continue to sell to Company at a rate, lower than the standard purchase rate, estimated to be the avoided system cost for the period during which such situations exist.
- 4.6 Company will not install and maintain any lines or equipment on Customer's side of the Point Of Interconnection except its meter (and possibly some research equipment). For the mutual protection of Customer and Company, only authorized employees of Company are permitted to make and energize the interconnection between Company's system and that of Customer's QF. Such employees carry credentials which they will show to Customer upon request.
- 4.7 The particular rate for purchases applicable to a QF may be dependent on the system configuration of its facilities. Because of the varied and diverse requirements and operating characteristics associated with such facilities, it will be the QF's responsibility to evaluate and determine which system configuration and attendant purchase rate is most appropriate. Company will cooperate with Customer by providing suitable information to enable the Customer to assess the options available; provided, however, that no such information or assistance shall be deemed a representation or warranty by Company with respect to the contents of such information or any particular option available to Customer.
- 4.8 Service billing periods normally consist of approximately 30 days unless designated otherwise under rate schedules or at Company's option.
- 4.9 The interconnection of Company's system with that of Customer will normally be arranged to accept only one type of standard service at one Point Of Interconnection. However, if Customer's QF requires a special type of service (e.g., supplemental, back-up, maintenance or interruptible power in addition to its normal service), or its sales to Company are at a different voltage level than that of its purchases from Company, such service(s) will be provided pursuant to the specific terms outlining such requirements in the Purchase Agreement, applicable rate schedules, and/or other supplemental or special terms and conditions governing such service.
- 4.10 Each premises owned or controlled by Customer which is served by Company under the Purchase Agreement shall be metered and billed separately. As used herein, the term "premises" shall be deemed to mean a single tract of land owned or controlled by Customer, or separate adjacent or contiguous tracts of land owned or controlled by Customer, operated by it as one tract under the same name or as part of the same business, and not separated by any private or public lands or rights-of-way owned or controlled by third parties.
- 4.11 All bills rendered for Company services provided to Customer under the provisions of the Purchase Agreement are due and payable upon presentation and are past due fifteen calendar days after mailing of bill. Company reserves the right to suspend or terminate Customer's service for non-payment of service bills past due, for non-payment of interconnection charges, and for non-payment of meter test charges. Past-due service bill amounts, past-due interconnection charges and past-due meter test charges, are subject to an additional charge at the rate of 1-1/2% per month during the period of delinquency.



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5. SERVICE RENDERED UNDER SPECIAL AGREEMENT

Purchases will be made from Customer's QF in accordance with the Purchase Agreement, these terms and conditions and any changes required by law, regulation, rule, or order of applicable governmental authority, and such applicable rate or rates as may from time to time be authorized by law. However, in the case of QF's, whose requirements are of unusual size or characteristics, additional or special rate and contract arrangements may be required.

6. REGULATORY AUTHORITY

The rates, terms and other contract provisions governing electric power sold to Customer and the rates or other contract provisions for purchases by Company from Customer are subject to the jurisdiction of the Corporation Commission (ACC) and nothing contained herein shall be construed as affecting or limiting in any way the right of Company (a) to make unilateral filings of changed rates, terms and other contract provisions, which shall be effective when filed, or within a specified number of days thereafter as specified therein, such rates or other contract provisions specified in such filing to be subject to modification if required by a final decision of the ACC, or (b) to unilaterally make application to the ACC for changes in such rates or other contract provisions, following a hearing and decision as permitted by law and the ACC's rules and regulations.

7. INDEMNITY AND INSURANCE

Each Party hereby agrees to indemnify the other Party, its officers, agents, and employees against all loss, damages, expenses and liability to third persons for injury to or death of person or injury to or loss of property, proximately caused by the indemnifying Party's construction, ownership, operation, or maintenance of, or by failure of, any of such Party's works or facilities used in connection with the Purchase Agreement. The indemnifying Party shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying Party shall also pay all costs and expenses that may be incurred by the other Party in enforcing this indemnity.

8. UNCONTROLLABLE FORCES

No Party shall be considered to be in default in the performance of any of its obligations under the Purchase Agreement (other than obligations of said Party to pay sums to be paid by it hereunder, and other costs and expenses) when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall be any cause beyond the control of the Party affected, including but not restricted to failure of or threat of failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, strikes, labor or material shortage, sabotage, restraint by court order or public authority, and action or non-action by or inability to obtain the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.



**SERVICE SCHEDULE 2**  
**TERMS AND CONDITIONS FOR ENERGY PURCHASES**  
**FROM QUALIFIED COGENERATION AND SMALL POWER**  
**PRODUCTION FACILITIES**

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9. NOTICES

Any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party to the other may be so given by certified or registered mail, addressed to the Party or personally delivered to the Party at the place designated in the applicable section of the Purchase Agreement. Changes in such designation may be made by notice similarly given.

10. CONFLICTS

10.1 In case of an inconsistency or conflict between any provision of the Purchase Agreement, a rate schedule and/or these terms and conditions, the inconsistency shall be resolved by giving priority to the Purchase Agreement, the rate and then the terms and conditions in said respective order.

11. SUCCESSORS AND ASSIGNS

Purchase Agreement shall be binding upon and for the benefit of the successors and assigns of Customer and Company, but no assignment by Customer shall be binding until accepted in writing by Company (which acceptance shall not be unreasonably withheld) and until the assignee in writing assumes the obligations of Customer under the Agreement.



## SERVICE SCHEDULE 5 GUIDELINES FOR ELECTRIC CURTAILMENT

1. Company shall have no liability of obligation for claims arising out of the procedures for curtailment or interruption of electric service effected by it in accordance with such guidelines or such supplemental, amendatory or implementary guidelines or regulations as may hereafter be established and as provided by law.
2. Company shall endeavor to identify any electric customer(s) who might be classified as having either essential or critical loads. In the event that any customer of Company is dissatisfied by the classification of Customer by Company, or with the amount of such customer's load (if any) classified by the Company as critical or essential, the Customer may bring the matter to either the Company or the Commission and request a determination in regard thereto. However, until such redetermination is made by the Commission or the Company, customer's original classification for purposes of electric curtailment under this Schedule shall be unaffected.
3. Company shall endeavor to, as circumstances permit and as further discussed in the Company's detailed Electric Load and Curtailment Plan, to notify County emergency personnel, or similar local authorities, of existing or developing situations involving the curtailment or interruption of APS customers pursuant to this Schedule #5.

#### 4. DEFINITIONS

- 4.1 Essential Loads – Loads necessary to serve facilities used to protect the health and safety of the public, such as: hospitals, 911 Centers, national defense installations, sewage facilities and domestic water facilities. Loads necessary to serve 911 Centers, police stations, and fire stations, which do not have independent back-up generation and require APS' electric service for operation of essential emergency equipment.
- 4.2 Critical Loads – That portion of the electric load of nonresidential customers, which in the event of 100 percent curtailment of service, would cause excessive damage to equipment or material being processed, or where such interruption would create grave hazards to employees or the public.
- 4.3 Major Use Customers/Others (With Notice) – Those customers having relatively large loads (over 1000 kW) or a substantial number of employees or other special circumstances that make it appropriate to schedule blackouts or curtailments different from typical customers. Customers who qualify as Major Use/Others (With Notice) can take 100 percent curtailment when sufficient notice is provided. These loads will be interrupted after the required notification period. "Sufficient", "required", and "appropriate" notice is that notice that APS, after consultation with the affected customer, has determined will allow the customer to curtail in a safe and efficient manner. Such notice necessarily varies from customer to customer.
- 4.4 Others (With or Without Notice) – All customers not meeting the above definitions. These customers will be interrupted (with or without notice) if voluntary curtailment measures are not sufficient to alleviate the situation.

#### 5. GUIDELINES TO BE APPLICABLE IN EVENT OF INTERRUPTION OR CURTAILMENT OF ELECTRIC SERVICE BY COMPANY TO ITS CUSTOMERS DUE TO POWER SUPPLY INTERRUPTIONS, FUEL SHORTAGE OR TRANSMISSION EMERGENCY PURSUANT TO CORPORATION COMMISSION RULE R14-2-208, PROVISION OF SERVICE, PARAGRAPH E.

##### 5.1 Operating Procedures Prior to Customer Load Curtailment

- 5.1.1 The following items shall be pursued concurrently.

ARIZONA PUBLIC SERVICE COMPANY  
Phoenix, Arizona  
Filed by: David J. Rumolo  
Title: Manager, Regulation and Pricing  
Original Effective Date: July 26, 1982

A.C.C. No. 5624  
Canceling A.C.C. No. 5448  
Service Schedule 5  
Revision No. 6  
Effective: April 1, 2005



## SERVICE SCHEDULE 5 GUIDELINES FOR ELECTRIC CURTAILMENT

- 5.1.1.1 Reschedule maintenance of transmission components and generating units, where practical.
- 5.1.1.2 Utilize spinning reserve.
- 5.1.1.3 Discontinue all non-firm wholesale sales during any period of involuntary curtailment or when an involuntary curtailment is anticipated.
- 5.1.1.4 Do not enter into any new wholesale sales during any period of involuntary curtailment or when an involuntary curtailment is anticipated.
- 5.1.1.5 Start all standby units.
- 5.1.1.6 Contact other utilities and/or agencies for emergency assistance.
- 5.1.1.7 Invoke emergency and short-term contractual schedules with other utilities and/or agencies.
- 5.1.1.8 Reduce system voltage, where practical.
- 5.1.1.9 Reduce non-essential Company uses such as flood lighting, sign lighting, display lighting, office lighting, electric cooling and heating, etc., where practical.
- 5.1.1.10 Provide information through the media or other appropriate medians to the public which will contain instructions on how customers can assist Company in case of an emergency power outage.

### 5.2 Voluntary Customer Load Curtailment

#### 5.2.1 Public Appeal

- 5.2.1.1 An advisory message procedure will be used when Company has advance indications that it will not be able to meet future peak loads. These messages will request voluntary load reduction during specific hours on specific days.
- 5.2.1.2 An emergency bulletin procedure will be used for instant notification to the public in the event there is no advance indication of a power shortage. These bulletins will request the immediate voluntary cooperation of all customers in reducing electric loads.
  - 5.2.1.2.1 These bulletins will request all customers to reduce the use of all electrically operated equipment and devices, where possible.
  - 5.2.1.2.2 Company will have a prepared statement to read which will give current information on the Power Supply Interruption, Fuels Shortage or Transmission Emergency.



## SERVICE SCHEDULE 5 GUIDELINES FOR ELECTRIC CURTAILMENT

### 5.3 Contractually Interruptible Load

5.3.1 Company shall invoke contractual interruption provisions to the extent appropriate.

5.3.2 Company shall interrupt non-firm wholesale customer(s) as appropriate.

### 5.4 Involuntary Customer Load Curtailment

5.4.1 If the load reduction realized from application of the voluntary curtailment procedures is not sufficient to alleviate the power shortage, Company will reduce voltage if and to the extent practical and in accordance with normal applicable electric utility operation standards.

5.4.2 If further load reduction is required, load will be reduced as follows:

5.4.2.1 Circuits not classified with "Major Use/Others With Notice, Critical or Essential" customers will be interrupted on a rotating basis. The frequency and duration of such interruptions will be dependent upon the magnitude and nature of the power shortage. The frequency and duration of such interruptions shall also consider the circumstances of Major Use Customers.

5.4.2.2 Accurate records will be kept to ensure that these circuits are rotated in an equitable and technically feasible manner.

5.4.2.3 Circuits classified as "Major Use/Others" will be interrupted upon the giving of appropriate notice.

5.4.2.4 Customers on circuits which serve critical loads will be required to curtail the non-critical portion of their loads. Thereafter, circuits which serve critical loads will be identified and will not be interrupted unless an area must be dropped to maintain stability of the electric system. However, loads otherwise classifiable as critical may be curtailed if they possess back-up generation sufficient to meet their entire load requirement. If a customer having a critical load refuses or fails to curtail his electric consumption down to the critical load, he shall thereupon not be considered to have a critical load for purposes of this Schedule.

5.4.2.5 Circuits which serve essential loads will be identified and will not be interrupted unless an area must be dropped to maintain stability of the electric system. However, loads otherwise classifiable as essential may be curtailed if they possess back-up generation sufficient to meet their entire load requirement.

### 5.5 Sudden Shortages of Power

In the event that time does not allow for the implementation of the Electric Curtailment Guidelines, Company may resort to its emergency operations procedures, with or without notice.



**SERVICE SCHEDULE 5  
GUIDELINES FOR ELECTRIC CURTAILMENT**

5.6 Automatic Load Shedding

In the event that there is a major electrical disturbance threatening the interconnected Southwest system with blackout conditions, emergency devices such as under frequency load shedding, transfer tripping, etc., will be utilized to maintain the optimum system stability.

6. ELECTRIC CURTAILMENT OF FIRM WHOLESALE CUSTOMERS

6.1 The term "firm wholesale customer" shall be defined as those APS customers who purchase, on a firm basis, electricity from the Company for purposes of resale.

6.2 In any given instance where a curtailment of wholesale power deliveries is involved, and subject to any required approvals of the Federal Energy Regulatory Commission or contractual provisions to the contrary, Company shall notify its firm wholesale customers, requesting that they curtail electric service to their retail customers during the period that Company's system is affected by power shortages. In the event that Company is unable to obtain the cooperation of a firm wholesale customer, it may seek an order from appropriate governmental authority requiring the firm wholesale customer to accept a reduction of electricity deliveries proportionate to the curtailment being effected on Company's system.

7. ELECTRIC LOAD AND CURTAILMENT PLAN

A detailed electric load and curtailment plan shall be kept on file with the Arizona Corporation Commission. This plan shall contain specific procedures for implementation of the above, along with the name(s) and telephone number(s) of the appropriate Company personnel to contact in the event implementation of the plan becomes necessary. This plan shall be updated at least annually, and its amendments thereto shall become effective upon submission to the Arizona Corporation Commission.

7.1 Company shall contact the Director, Utilities Division, or their designee, as soon as practical for any curtailment pursuant to this Schedule #5.



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

**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 customers 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. 70130.



**RATE SCHEDULE E-32  
GENERAL SERVICE**

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 sites served.

APPLICATION

This rate schedule is applicable to all Standard Offer and Direct Access electric service required when such service is supplied at one point of delivery and measured through one meter. Rate selection is subject to paragraphs 3.2 through 3.5 of the Company's Schedule 1, Terms and Conditions for Standard Offer and Direct Access Services.

This schedule is not applicable to breakdown, standby, supplemental, residential or resale service nor to service for which Rate Schedule E-34 is applicable.

TYPE OF SERVICE

The type of service provided under this schedule will be single or three phase, 60 Hertz, at one standard voltage as may be selected by customer subject to availability at the customer's site. Three phase service is furnished under the Company's Schedule 3 (Conditions Governing Extensions of Electric Distribution Lines and Services). Three phase service is not furnished for motors of an individual rated capacity of less than 7-1/2 HP, except for existing facilities or where total aggregate HP of all connected three phase motors exceeds 12 HP. Three phase service is required for motors of an individual rated capacity of more than 7-1/2 HP. Service under this schedule is generally provided at secondary voltage, primary voltage when the customer owns the distribution transformer(s), or transmission voltage.

RATES

The bill shall be computed at the following rates or the minimum rates, whichever is greater, plus any adjustments incorporated in this rate schedule:

FOR MONTHLY MAXIMUM DEMANDS OF 20 kW OR LESS

Bundled Standard Offer Service

Basic Service Charge:

For service through Self-Contained Meters:	\$ 0.575	per day, or
For service through Instrument-Rated Meters:	\$ 1.134	per day, or
For service at Primary Voltage:	\$ 2.926	per day, or
For service at Transmission Voltage:	\$22.422	per day



**RATE SCHEDULE E-32  
GENERAL SERVICE**

RATES (cont)

FOR MONTHLY MAXIMUM DEMANDS OF 20 kW OR LESS (cont)

Bundled Standard Offer Service (cont)

Energy Charge:

May – October Billing Cycles (Summer)	November – April Billing Cycles (Winter)
For Secondary Service: \$0.11438 per kWh for the first 5,000 kWh, plus \$0.06254 per kWh for all additional kWh, or	For Secondary Service: \$0.09929 per kWh for the first 5,000 kWh, plus \$0.04745 per kWh for all additional kWh, or
For Primary Service: \$0.11160 per kWh for the first 5,000 kWh, plus \$0.05976 per kWh for all additional kWh	For Primary Service: \$0.09651 per kWh for the first 5,000 kWh, plus \$0.04467 per kWh for all additional kWh

Bundled Standard Offer Service consists of the following Unbundled Components:

Unbundled Components

Basic Service Charge:	\$ 0.108	per day
Revenue Cycle Service Charges:		
Metering:		
Self-Contained Meters:	\$ 0.345	per day, or
Instrument-Rated Meters:	\$ 0.904	per day, or
Primary:	\$ 2.696	per day, or
Transmission:	\$22.192	per day

These daily metering charges apply to typical installations. Customers requiring specialized facilities are subject to additional metering charges that reflect the additional cost of the installation, (for example, a customer taking service at 230 kV). Adjustments to unbundled metering components will result in an adjustment to the bundled Basic Service Charge.

Meter Reading:	\$ 0.058	per day
Billing:	\$ 0.064	per day
System Benefits Charge:	\$ 0.00185	per kWh
Transmission Charge:	\$ 0.00424	per kWh



**RATE SCHEDULE E-32  
GENERAL SERVICE**

RATES (cont)

FOR MONTHLY MAXIMUM DEMANDS OF 20 kW OR LESS (cont)

Unbundled Components (cont)

Delivery Charge:

May – October Billing Cycles (Summer)	November – April Billing Cycles (Winter)
For Secondary Service: \$0.03462 per kWh for the first 5,000 kWh, plus \$0.01045 per kWh for all additional kWh, or	For Secondary Service: \$0.03455 per kWh for the first 5,000 kWh, plus \$0.01038 per kWh for all additional kWh, or
For Primary Service: \$0.03184 per kWh for the first 5,000 kWh, plus \$0.00767 per kWh for all additional kWh	For Primary Service: \$0.03177 per kWh for the first 5,000 kWh, plus \$0.00760 per kWh for all additional kWh

Generation Charge:

May – October Billing Cycles (Summer)	November – April Billing Cycles (Winter)
\$0.07367 per kWh for the first 5,000 kWh, plus \$0.04600 per kWh for all additional kWh	\$0.05865 per kWh for the first 5,000 kWh, plus \$0.03098 per kWh for all additional kWh

FOR MONTHLY MAXIMUM DEMANDS GREATER THAN 20 kW

Bundled Standard Offer Service

Basic Service Charge:

For service through Self-Contained Meters:	\$ 0.575	per day, or
For service through Instrument-Rated Meters:	\$ 1.134	per day, or
For service at Primary Voltage:	\$ 2.926	per day, or
For service at Transmission Voltage:	\$22.422	per day

Demand Charge:

Secondary Service:	\$ 8.477per kW for the first 100 kW, plus \$ 4.509per kW for all additional kW, or
Primary Service:	\$ 7.865per kW for the first 100 kW, plus \$ 3.897per kW for all additional kW, or
Transmission Service:	\$ 6.132per kW for the first 100 kW, plus \$ 2.164per kW for all additional kW



**RATE SCHEDULE E-32  
GENERAL SERVICE**

RATES (cont)

FOR MONTHLY MAXIMUM DEMANDS GREATER THAN 20 KW (cont)

Bundled Components (cont)

Energy Charge:

May – October Billing Cycles (Summer)	November – April Billing Cycles (Winter)
\$0.09115 per kWh for the first 200 kWh per kW, plus \$0.05330 per kWh for all additional kWh	\$0.07613 per kWh for the first 200 kWh per kW, plus \$0.03828 per kWh for all additional kWh

Bundled Standard Offer Service consists of the following Unbundled Components:

Unbundled Components

Basic Service Charge:	\$ 0.108	per day
Revenue Cycle Service Charges:		
Metering:		
Self-Contained Meters:	\$ 0.345	per day, or
Instrument-Rated Meters:	\$ 0.904	per day, or
Primary:	\$ 2.696	per day, or
Transmission:	\$22.192	per day

These daily metering charges apply to typical installations. Customers requiring specialized facilities are subject to additional metering charges that reflect the additional cost of the installation, (for example, a customer taking service at 230 Kv). Adjustments to unbundled metering components will result in an adjustment to the bundled Basic Service Charge.

Meter Reading:	\$ 0.058	per day
Billing:	\$ 0.064	per day
System Benefits Charge:	\$ 0.00185	per kWh
Transmission Charge:	\$ 1.585	per kW
Delivery Charge:		
Secondary Service:	\$ 6.892	per kW for the first 100 kW, plus
	\$ 2.924	per kW for all additional kW, plus
	\$ 0.00010	per kWh, or
Primary Service:	\$ 6.280	per kW for the first 100 kW, plus
	\$ 2.312	per kW for all additional kW, plus
	\$ 0.00010	per kWh, or



**RATE SCHEDULE E-32  
GENERAL SERVICE**

RATES (cont)

FOR MONTHLY MAXIMUM DEMANDS GREATER THAN 20 KW (cont)

Unbundled Components Delivery Charges (cont)

Transmission Service:	\$ 4.547	per kW for the first 100 kW, plus
	\$ 0.579	per kW for all additional kW, plus
	\$ 0.00010	per kWh

Generation Charge:

May – October Billing Cycles (Summer)	November – April Billing Cycles (Winter)
\$0.08920 per kWh for the first 200 kWh per kW, plus \$0.05135 per kWh for all additional kWh	\$0.07418 per kWh for the first 200 kWh per kW, plus \$0.03633 per kWh for all additional kWh

DIRECT ACCESS

The bill for Direct Access customers under this rate schedule will consist of the applicable Unbundled Components Basic Service Charge, System Benefits Charge, and Delivery Charge, plus any applicable adjustments incorporated in this schedule. Direct Access customers must acquire and pay for generation, transmission, and revenue cycle services from a competitive third party supplier. If any revenue cycle services are not available from a third party supplier and must be obtained from the Company, the applicable Unbundled Components Revenue Cycle Service Charges will be applied to the customer's bill.

MINIMUM

The bill for Standard Offer and Direct Access customers will not be less than the applicable Bundled Standard Offer Service Basic Service charge plus \$1.910 for each kW of either: (1) the highest kW established during the twelve (12) months ending with the current month; or (2) the minimum kW specified in an agreement for service, whichever is the greater.

POWER FACTOR

The customer deviation from phase balance shall not be greater than ten percent (10%) at any time. Customers receiving service at voltage levels below 69 kV shall maintain a power factor of 90% lagging but in no event leading unless agreed to by Company. Service voltage levels at 69 kV or above shall maintain a power factor of ± 95% at all times. In situations where Company suspects that a customer's load has a non-confirming power factor, Company may install at its cost, the appropriate metering to monitor such loads. If the customer's power factor is found to be non-confirming, the customer will be required to pay the cost of installation and removal of VAR metering and recording equipment.

Customers found to have a non-confirming power factor, or other detrimental conditions shall be required to remedy problems, or pay for facilities/equipment that Company must install on its system to correct for problems caused by the customer's load. Until such time as the customer remedies the problem to Company satisfaction, kVa may be substituted for kW in determining the applicable charge for billing purposes for each month in which such failure occurs.



DETERMINATION OF KW

For billing purposes, including determination of Monthly Maximum Demands, the kW used in this rate schedule shall be based on the average kW supplied during the 15-minute period of maximum use during the month as determined from readings of the Company's meter.

ADJUSTMENTS

1. The Environmental Portfolio Surcharge shall be applied to every retail electric service as set forth in the Company's Adjustment Schedule EPS-1 or successor schedules as approved by the Arizona Corporation Commission.
2. The bill is subject to the Power Supply Adjustment factor as set forth in the Company's Adjustment Schedule PSA-1 pursuant to Arizona Corporation Commission Decision No. 67744 and Arizona Corporation Commission Decision No. 69663.
3. The bill is subject to the Transmission Cost Adjustment factor as set forth in the Company's Adjustment Schedule TCA-1 pursuant to Arizona Corporation Commission Decision No. 67744.
4. The bill is subject to the Environmental Improvement Surcharge as set forth in the Company's Adjustment Schedule EIS pursuant to Arizona Corporation Commission Decision No. 69663.
5. The bill is subject to the Competition Rules Compliance Charge as set forth in the Company's Adjustment Schedule CRCC-1 pursuant to Arizona Corporation Commission Decision No. 67744.
6. Direct Access customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge as set forth in the Company's Adjustment Schedule RCDAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.
7. The bill is subject to the Demand Side Management Adjustment charge as set forth in the Company's Adjustment Schedule DSMAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.
8. The bill is subject to the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of APS and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

CONTRACT PERIOD

For customers with monthly maximum demands less than 2,000 kW, any applicable contract period will be set forth in the Company's standard agreement for service. For customers with monthly maximum demands of 2,000 kW or greater, and at the Company's option, the contract period will be three (3) years or longer where additional distribution construction is required to serve the customer or, if no additional distribution construction is required, the contract period will be one (1) year or longer.

TERMS AND CONDITIONS

Service under this rate schedule is subject to the Company's Schedule 1, Terms and Conditions for Standard Offer and Direct Access Services and the Company's Schedule 10, Terms and Conditions for Direct Access. These schedules have provisions that may affect the customer's bill. In addition, service may be subject to special terms and conditions as provided for in a customer contract or service agreement.



**SCHEDULE EPR-2  
CLASSIFIED SERVICE  
PURCHASE RATES FOR QUALIFIED FACILITIES  
100 KW OR LESS FOR PARTIAL REQUIREMENTS**

AVAILABILITY

This rate schedule is available in all territory served by the Company.

APPLICATION

This rate schedule is applicable to all cogeneration and small power production facilities with a nameplate continuous AC output power rating of 100 kW or less where the facility's generator(s) and load are located at the same premise and that otherwise meet qualifying status pursuant to Arizona Corporation Commission's Decision No. 52345 on cogeneration and small power production facilities. Applicable only to qualifying facilities (QF's) electing to configure their systems as to require partial requirements service from the Company in order to meet their electric requirements.

TYPE OF SERVICE

Electric sales to the Company must be single or three phase, 60 Hertz, at one standard voltage as may be selected by the customer (subject to availability at the premises). The qualifying facility will have the option to sell energy to the Company at a voltage level different than that for purchases from the Company; however, the QF will be responsible for all incremental costs incurred to accommodate such an arrangement.

PAYMENT FOR PURCHASES FROM AND SALES TO THE CUSTOMER

Power sales and special services supplied by the Company to the customer in order to meet its supplemental or interruptible electric requirements will be priced at the applicable retail rate or rates.

The Company will pay the customer for any energy purchased as calculated on the standard purchase rate (see below).

MONTHLY PURCHASE RATE

Rate for pricing of energy, net of that for the customer's own use, that is delivered to the Company:

	Cents per kWh			
	Non-Firm Power		Firm Power	
	On-Peak <sup>1/</sup>	Off-Peak <sup>2/</sup>	On-Peak <sup>1/</sup>	Off-Peak <sup>2/</sup>
Summer Billing Cycles (May - October)	6.486	4.531	7.630	5.330
Winter Billing Cycles (November - April)	6.384	4.905	7.510	5.770

<sup>1/</sup> On-Peak Periods: 9 a.m. to 9 p.m., weekdays or as reflected in the customer's otherwise applicable retail rate schedule

<sup>2/</sup> Off-Peak Periods: All other hours

These rates are based on the Company's estimated avoided energy costs and will be updated annually.



**SCHEDULE EPR-2  
CLASSIFIED SERVICE  
PURCHASE RATES FOR QUALIFIED FACILITIES  
100 KW OR LESS FOR PARTIAL REQUIREMENTS**

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CONTRACT PERIOD

As provided for in any Supply /Purchase Agreement.

DEFINITIONS

1. Partial Requirements Service - Electric service provided to a customer that has an interconnected generation system configuration whereby the output from its electric generator(s) first supplies its own electric requirements and any excess energy (over and above its own requirements at any point in time) is then provided to the Company. The Company supplies the customer's supplemental electric requirements (those not met by their own generation facilities). This configuration may also be referred to as the "parallel mode" of operation.
2. Special Service(s) - The electric service(s) specified in this section that will be provided by the Company in addition to or in lieu of normal service(s).
3. Non-Firm Power - Electric power which is supplied by the Customer's generator at the Customer's option, where no firm guarantee is provided, and the power can be interrupted by the Customer at any time.
4. Firm Power - Power available, upon demand, at all times (except for forced outages) during the period covered by the Purchase Agreement from the customer's facilities with an expected or demonstrated reliability which is greater than or equal to the average reliability of the Company's firm power sources.
5. Time Periods - Mountain Standard Time shall be used in the application of this rate schedule. Because of potential differences of the timing devices, there may be a variation of up to 15 minutes in timing for the pricing periods.

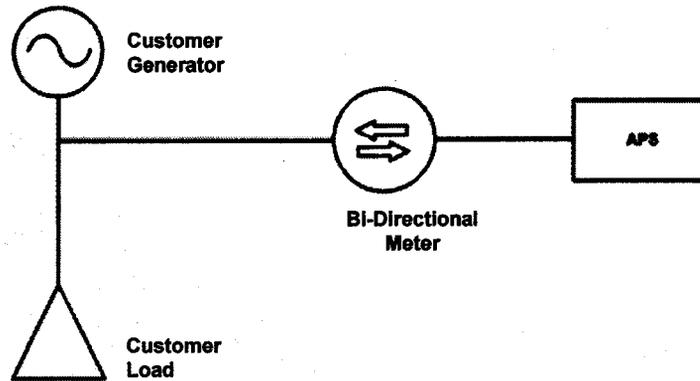
TERMS AND CONDITIONS

Service under this rate schedule is subject to the Company's Schedule 1, Terms and Conditions for Standard Offer and Direct Access Services, Schedule 2, Terms and Conditions for Energy Purchases from Qualified Cogeneration or Small Power Production Facilities, and the Company's Interconnection requirements for Distributed Generation. This schedule has provisions that may affect the customer's bill. In addition, service may be subject to special terms and conditions as provided for in a customer interconnection or Supply/Purchase agreement.



**SCHEDULE EPR-2  
CLASSIFIED SERVICE  
PURCHASE RATES FOR QUALIFIED FACILITIES  
100 KW OR LESS FOR PARTIAL REQUIREMENTS**

METERING CONFIGURATION





A subsidiary of Pinnacle West Capital Corporation

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October 3, 2008

Mr. Jim Johnson  
Musical Instrument Museum  
14275 Wicks Blvd.  
San Leandro, CA 94577

RE: APS Renewable Energy Incentive Program Reservation #3623

Dear Mr. Johnson:

We are pleased to confirm your reservation has been approved. The next step in the process will be to review and execute the Credit Purchase Agreement that will be delivered in the next week. This agreement must be executed and returned within 60 days of the date of issuance.

Please also review APS's Interconnection Requirements for Distributed Generation ([http://www.aps.com/\\_files/SolarRenewable/DistGenInterconnReq.pdf](http://www.aps.com/_files/SolarRenewable/DistGenInterconnReq.pdf)). Appendix A of these requirements contains the formal Interconnection Application. Upon completion, please submit to the address listed above. APS recommends that you wait to receive written confirmation that the interconnection application has been approved before proceeding with the installation of the system.

It is important to note that a final determination of conformance to APS's Interconnection Requirements will not be made until the PV System has passed the interconnection inspection conducted by an APS authorized representative. **Your photovoltaic system cannot be paralleled with APS prior to receive written permission from an authorized representative of APS.**

We would like you to also be aware of APS's access requirements to your system. APS requires unobstructed, 24 hour access to the APS billing meter, AC utility disconnect switch, and the system kWh output meter. Generally, your installer will work through any access questions with APS during the design phase.

Please let us know if you have any questions. We look forward to working with you.

Sincerely,

Tony J. Tewelis  
APS Renewable Energy  
(602) 250-3829  
[tony.tewelis@aps.com](mailto:tony.tewelis@aps.com)

cc: Michael Maley  
Patti Diaz

February 25, 2009

Brian Flaherty  
DRI Commercial  
14275 Wicks Blvd.  
San Leandro, CA 92614

RE: MIM - Estimated Peak Electrical Load  
MCE Project No. RS420000

Dear Mr. Flaherty:

We have updated the estimated peak electrical load for the Musical Instrument Museum project located at 4725 E. Mayo Blvd. in Phoenix, Arizona. When we first sent this information to you in early October 2008, we were not far enough into the design process to have actual load information. At this time, however, we have 95% of the building's load (interior/exterior) designed and circuited and are now able to provide you with a more accurate number.

Our load calculations indicate that the peak (maximum) electrical load for the museum will be:

UTIL SES-1:	1,377.8 kW
<u>UTIL SES-2:</u>	<u>2,080.5 kW</u>
TOTAL LOAD:	3,458.3 kW

Note that not all gallery exhibit power and lighting loads have been finalized at this time, although the majority have been. In addition, the Gift Shop has not yet been designed. We have included estimated loads for these two items in the above numbers.

Please contact me if you require further information.

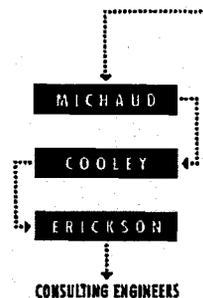
Sincerely,

MICHAUD COOLEY ERICKSON



Deborah A. Zimmerman  
Electrical Project Engineer

Copy: Paul Whitenack - RSP  
Joe Schmid - Ryan  
Don Wagner - DDE



1200 METROPOLITAN CENTRE  
333 SOUTH SEVENTH ST  
MINNEAPOLIS, MN 55402  
FAX: 612-339-4354  
TEL: 612-339-4841

PRINCIPALS:

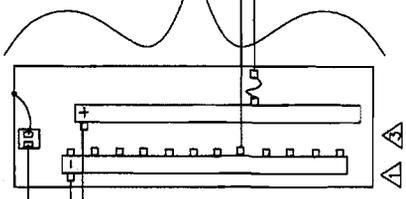
DEANA RAFFERTY  
DOUGLAS C. COOLEY  
JOSEPH A. TENNYSON



REV.	DESCRIPTION	DATE
2	Changes made as per APC request	02-23-09
3	Changes made as per APC request	03-12-09

**Combiner Box (Typical 122)**

AMTech Inc.  
 12) circuit  
 15a. 600vDC fuses  
 100a capacity NEMA 4X

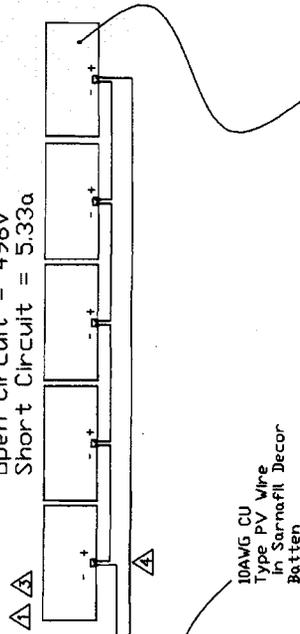


See 3-Line Diagram  
 for continuation to  
 (1) of (3) poles of  
 100a PHOTOVOLTAIC  
 DC DISCONNECT

**1900 watt Photovoltaic Array (Typical 136)**

680 panels wired (5) in series (typical 136 strings)  
 MPPT Voltage = 395v  
 MPPT Amperage = 4.8a

Open Circuit = 496v  
 Short Circuit = 5.33a



10AWG CU  
 Type PV Wire  
 In Sarnafil Decor  
 Bottom

Single Lumeto  
 PowerPly 380W

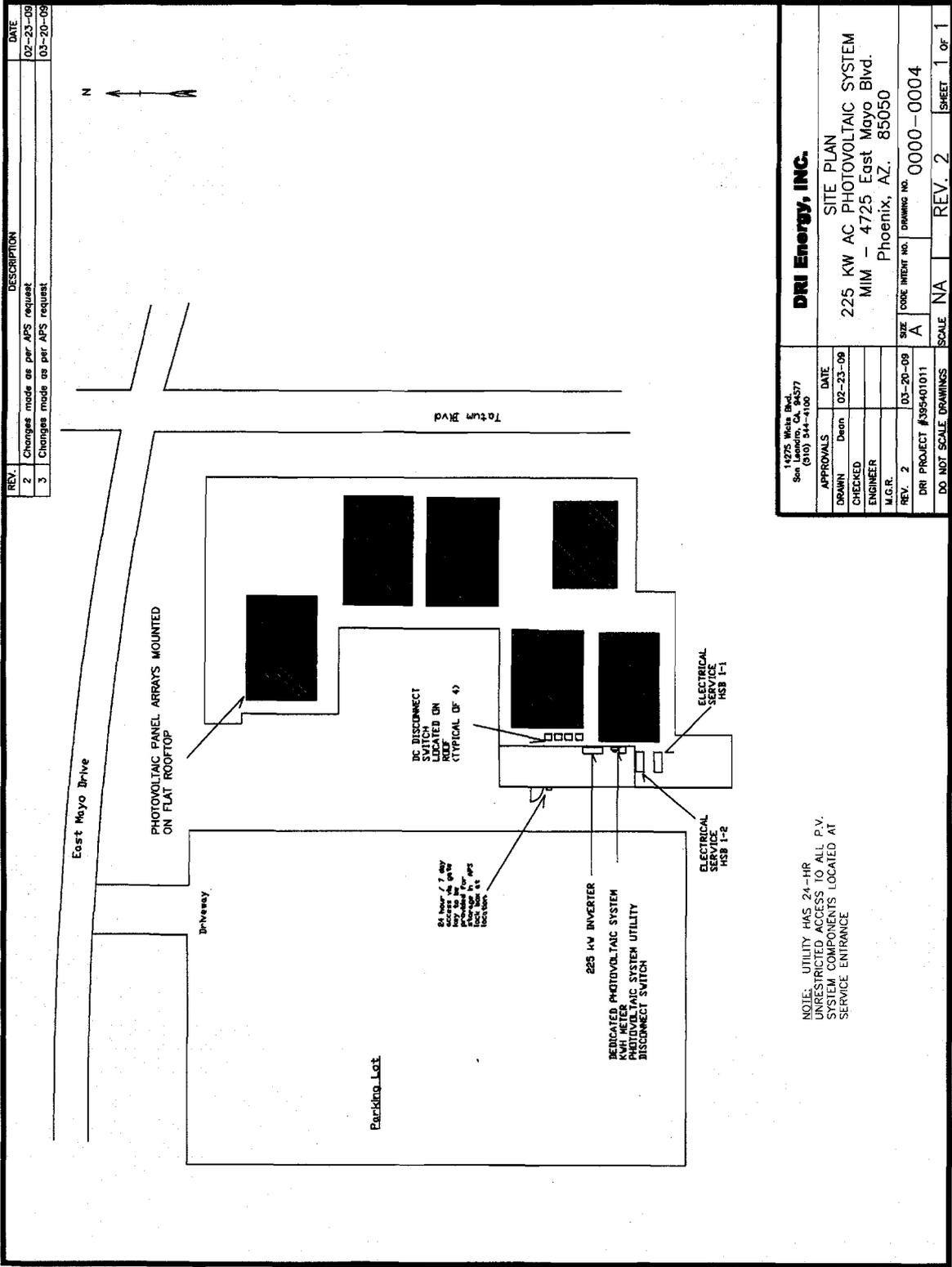
M/N LPP380A  
 STC Watts = 380W  
 MPPT Voltage = 79v  
 MPPT Amperage = 4.8a  
 Open Circuit = 98.9v  
 Short Circuit = 5.33a

**NOTES: [TYPICAL]**

- ⚠ EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE NEC AND ALL APPLICABLE REQUIREMENTS OF THE LOCAL AUTHORITY HAVING JURISDICTION.
- ⚠ GROUND WIRE IS NOT REQUIRED AT THE MODULES DUE TO NO EXPOSED CONDUCTIVE MATERIAL USED IN MANUFACTURING. MODULES ARE BUILDING INTEGRATED AND DO NOT REQUIRE A METAL RACK SYSTEM.
- ⚠ FOLLOW MANUFACTURERS SUGGESTED INSTALLATION PRACTICES AND WIRING SPECIFICATIONS.
- ⚠ WIRES SHALL BE RATED AND LABELED "SUNLIGHT RESISTANT" WHERE EXPOSED TO AMBIENT CONDITIONS.

14275 Wicka Blvd. San Leandro, CA 94577 (910) 544-4100		<b>DRI Energy, INC.</b>	
APPROVALS	DATE	248,400 WATT DC PHOTOVOLTAIC ARRAY WIRING DIAGRAM	
DRAWN: Deon	02-23-09	SIZE	CODE SHEET NO. 0000-0003
CHECKED:		A	
ENGINEER:		SCALE	NA
M.G.R.		REV.	3
REV. 3	03-12-09	SHEET	1 OF 1
DO NOT SCALE DRAWINGS			

REV.	DESCRIPTION	DATE
2	Changes made as per APS request	02-23-09
3	Changes made as per APS request	03-20-09



Tatum Blvd

East Mayo Drive

PHOTOVOLTAIC PANEL ARRAYS MOUNTED ON FLAT ROOFTOP

DC DISCONNECT SWITCH LOCATED ON ROOF (TYPICAL OF 4)

ELECTRICAL SERVICE HSB 1-1

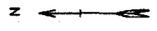
ELECTRICAL SERVICE HSB 1-2

265 kW INVERTER  
DEDICATED PHOTOVOLTAIC SYSTEM  
PHOTOVOLTAIC SYSTEM UTILITY  
DISCONNECT SWITCH

84 hour 24 hr access to all P.V. system components provided for maintenance.

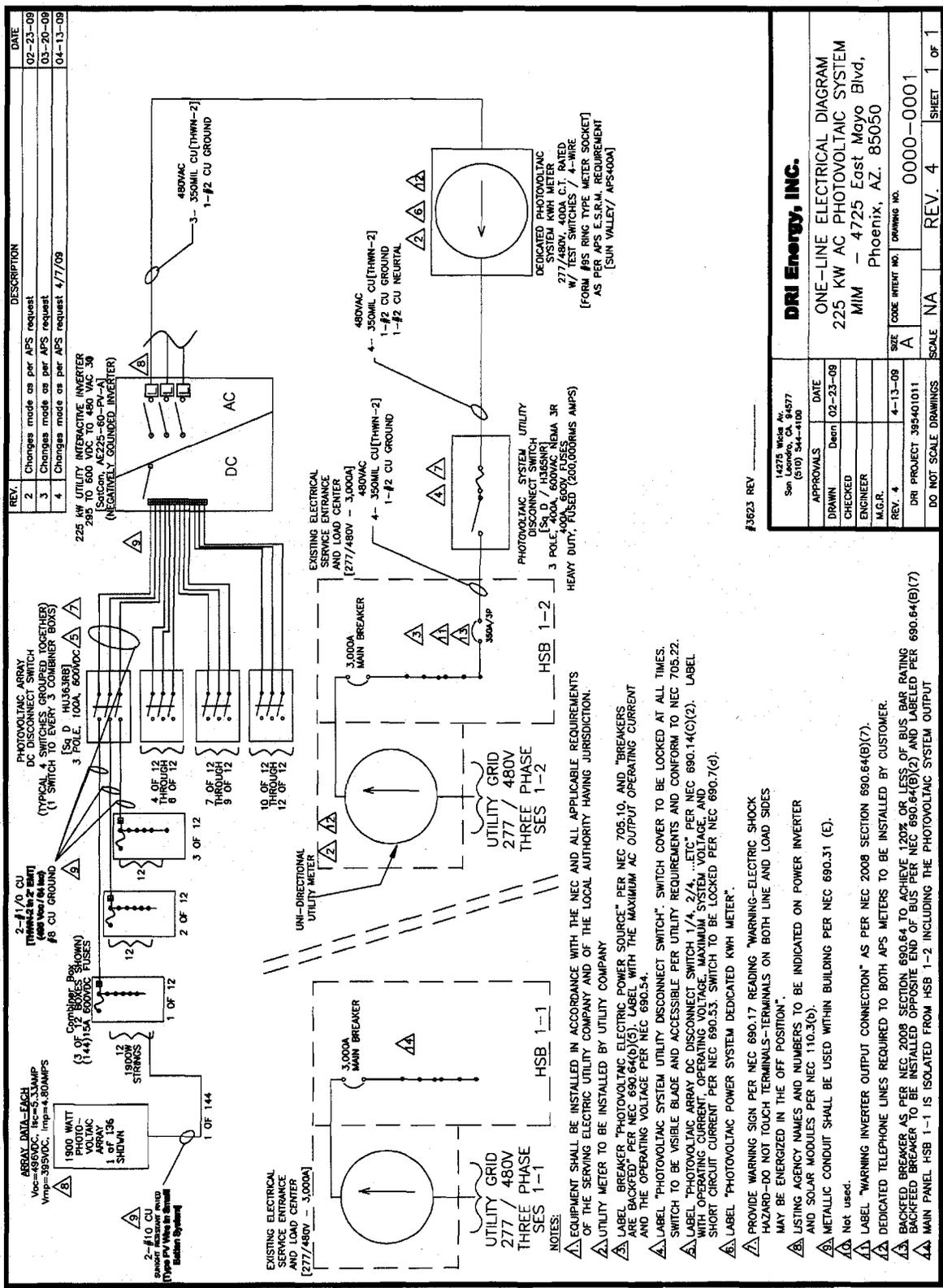
Backdrop Lot

Driveway



14725 Meira Blvd. San Leandro, CA 94577 (910) 344-4100		<b>DRI Energy, Inc.</b>	
APPROVALS	DATE	SITE PLAN	
DRAWN	Devin	225 KW AC PHOTOVOLTAIC SYSTEM	
CHECKED		MIM - 4725 East Mayo Blvd.	
ENGINEER		Phoenix, AZ. 85050	
M.G.R.		CODE	INVENT NO.
REV. 2	03-20-09	A	0000-0004
DRI PROJECT #395401011		SCALE	NA
DO NOT SCALE DRAWINGS		REV. 2	SHEET 1 of 1

NOTE: UTILITY HAS 24-HR UNRESTRICTED ACCESS TO ALL P.V. SYSTEM COMPONENTS LOCATED AT SERVICE ENTRANCE

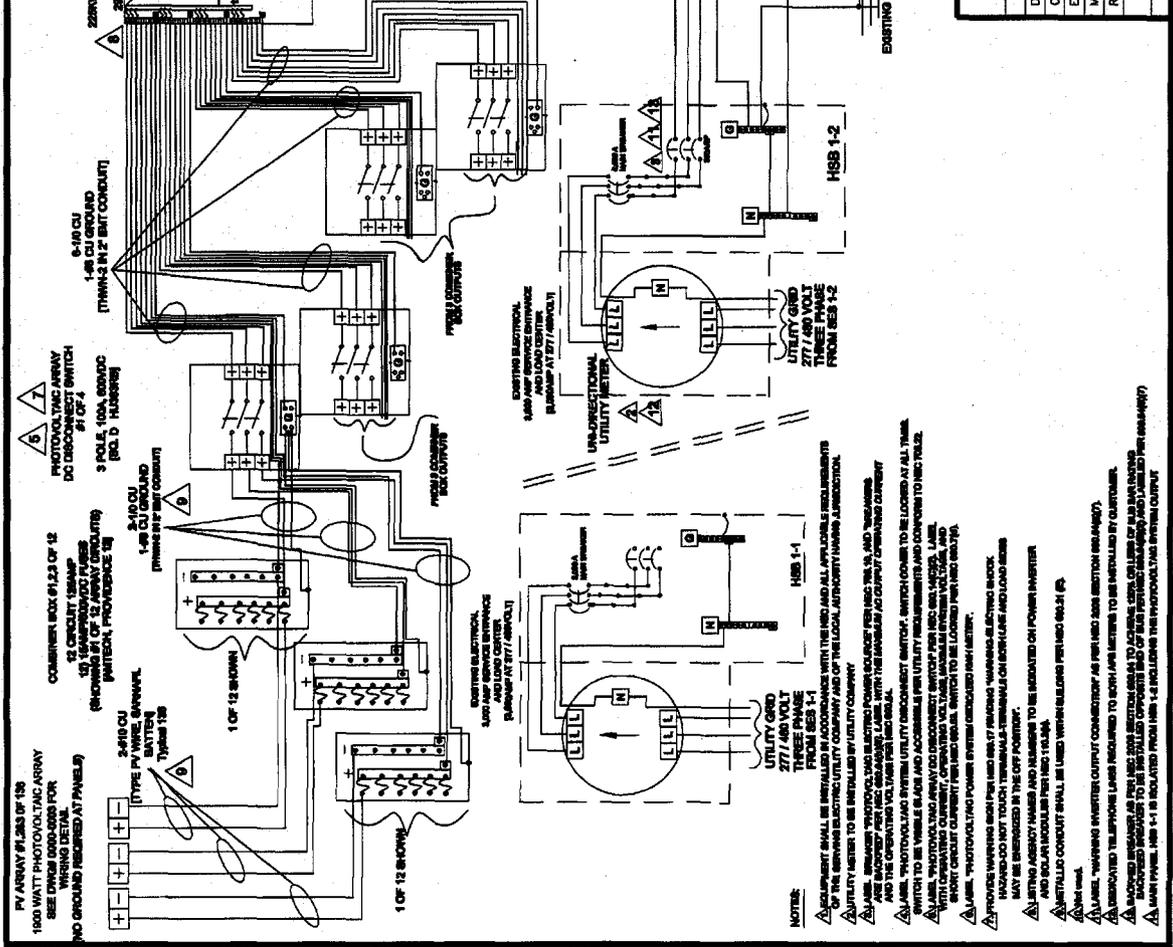


#3923 REV

<b>DRI Energy, INC.</b> 14275 Wickes Av. San Leandro, CA 94577 (916) 544-4100	
APPROVALS	DATE
DRAWN	02-23-09
CHECKED	
ENGINEER	
M.G.R.	
REV. 4	4-13-09
DRI PROJECT 395401011 DO NOT SCALE DRAWINGS	
SCALE	NA
REV.	4
DRAWING NO.	0000-0001
SHEET	1 of 1

**ONE-LINE ELECTRICAL DIAGRAM**  
**225 KW AC PHOTOVOLTAIC SYSTEM**  
 MIM - 4725 East Mayo Blvd,  
 Phoenix, AZ, 85050

REV.	DESCRIPTION:	DATE
1	CHANGES MADE AS PER APS REQUEST	02/26/09
2	CHANGES MADE AS PER APS REQUEST	03/20/09
3	CHANGES MADE AS PER APS REQUEST	04/13/09
4	CHANGES MADE AS PER APS REQUEST 4-7-09	



**NOTE:**

- 1. ALL PHOTOVOLTAIC SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE REGULATIONS OF THE NATIONAL ELECTRICAL UTILITY COMPANY AND OF THE LOCAL AUTHORITY HAVING JURISDICTION.
- 2. ALL PHOTOVOLTAIC SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE REGULATIONS OF THE NATIONAL ELECTRICAL UTILITY COMPANY AND OF THE LOCAL AUTHORITY HAVING JURISDICTION.
- 3. ALL PHOTOVOLTAIC SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE REGULATIONS OF THE NATIONAL ELECTRICAL UTILITY COMPANY AND OF THE LOCAL AUTHORITY HAVING JURISDICTION.
- 4. ALL PHOTOVOLTAIC SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE REGULATIONS OF THE NATIONAL ELECTRICAL UTILITY COMPANY AND OF THE LOCAL AUTHORITY HAVING JURISDICTION.
- 5. ALL PHOTOVOLTAIC SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE REGULATIONS OF THE NATIONAL ELECTRICAL UTILITY COMPANY AND OF THE LOCAL AUTHORITY HAVING JURISDICTION.
- 6. ALL PHOTOVOLTAIC SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE REGULATIONS OF THE NATIONAL ELECTRICAL UTILITY COMPANY AND OF THE LOCAL AUTHORITY HAVING JURISDICTION.
- 7. ALL PHOTOVOLTAIC SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE REGULATIONS OF THE NATIONAL ELECTRICAL UTILITY COMPANY AND OF THE LOCAL AUTHORITY HAVING JURISDICTION.
- 8. ALL PHOTOVOLTAIC SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE REGULATIONS OF THE NATIONAL ELECTRICAL UTILITY COMPANY AND OF THE LOCAL AUTHORITY HAVING JURISDICTION.
- 9. ALL PHOTOVOLTAIC SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE REGULATIONS OF THE NATIONAL ELECTRICAL UTILITY COMPANY AND OF THE LOCAL AUTHORITY HAVING JURISDICTION.
- 10. ALL PHOTOVOLTAIC SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE REGULATIONS OF THE NATIONAL ELECTRICAL UTILITY COMPANY AND OF THE LOCAL AUTHORITY HAVING JURISDICTION.

<b>DRI Energy, Inc.</b>	
THREE-LINE ELECTRICAL DIAGRAM	
225 KW AC PHOTOVOLTAIC SYSTEM	
MIM - 4725 EAST MAYO BLVD.	
PHOENIX, AZ. 85050	
APPROVALS	DATE
DRAWN	02-26-09
CHECKED	
ENGINEER	
M.G.R.	
REV. 4	04-13-09
DRI JOB # 39540101	SIZE CODE INTENT NO. DRAWING NO.
DO NOT SCALE DRAWINGS	SCALE NA REV. 4 SHEET 1 OF 1

INTERCONNECTION REQUIREMENTS FOR DISTRIBUTED GENERATION

**INTERCONNECTION APPLICATION FOR STATIC INVERTERS**

**SITE AND CUSTOMER INFORMATION** (Complete all items)

Customer Full Name(s) Bill DeWalt

Company Name (if applicable) Musical Instrument Museum (MIM)

Generating Facility Address 4725 East Mayo, Phoenix, AZ. 85050

Customer Mailing Address 8550 S. Priest Drive, Tempe, AZ. 85284

Telephone (day) 480-481-2460 E-Mail Bill.DeWalt@themim.org

APS Account Number New Account APS Meter No N/A  
Account Number Not Assigned

**STATIC INVERTER INFORMATION**

A. Manufacturer SATCON Model No. AE-225-60-PV-A

B. Nameplate continuous power output (AC) rating kW 225kW

No. of Units 1 Total System Nameplate AC kW 225kW

C. Listed to UL1741? (Yes or No) Yes

**PROPOSED OPERATION** (Answer all questions)

A. (1) Specify whether the inverter will be programmed to operate in parallel with the utility, or in backup ("battery charger") mode:

Parallel mode

Backup mode

(2) If the inverter will operate in parallel with the utility, specify which one of the following options you desire:

Net metering in accordance with the EPR-5 rate

Sell excess energy back to APS in accordance with the EPR-2 rate

None of the above Note: Max PV output is less than minimum building load

B. Provide the anticipated project startup date: June-July 2009

INTERCONNECTION REQUIREMENTS FOR DISTRIBUTED GENERATION

INTERCONNECTION APPLICATION FOR STATIC INVERTERS (cont'd)

- C. Is an electrical permit and/or inspection required by the Authority Having Jurisdiction? (Yes or No) Yes
- D. Is access to the Utility Disconnect Switch and Electric Meter by APS personnel in any way restricted or impeded (e.g. fences, locks, gates, walls, animals, etc.)? (Yes or No) Yes, however APS will be provided thier own key for the lock box
- E. If the interconnection process is to be coordinated by a Party other than the Customer, complete the following:

Name: Brian Flaherty Company: DRI Commercial Corporation

Mailing Address: 14275 Wicks Blvd., San Leandro, CA. 94577

Phone: (510) 544-4100 E-mail: bflaherty@dricompanies.com

F. Customer Signature

Bill DeWalt

Date 2/11/09