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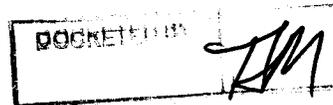
Tel 602-250-2661

Jeffrey.Johnson@aps.com

January 31, 2013

Arizona Corporation Commission
DOCKETED

JAN 8 1 2013



Docket Control
Arizona Corporation Commission
1200 W. Washington
Phoenix, AZ 85007

RE: Arizona Public Service Company Updated Compliance Rate Schedules
Docket No. E-01345A-11-0224

Attached are two revisions to the compliance rate schedules provided pursuant to Decision 73183, May 2012. Rate Rider Schedule E-36 M (Attachment 1) is updated to clarify how the customer account and revenue cycle service charges are billed under this schedule. The adjustment section is also revised to specify that customers billed under Rate Schedule E-32 L will not be subject to the LFCR charges, which is consistent with Adjustment Schedule LFCR.

In addition, the contract attachment to Rate Schedule E-56 R (Attachment 2) was inadvertently omitted from the list of compliance items in this matter. This contract was revised to allow participation for customers that are served under rate schedules that don't have unbundled rates, such as the time-of use-rates GS Schools M and L and for customers that cannot be served with a bidirectional meter.

If you have any questions regarding this information, please contact Chuck Miessner at (602)250-3081.

Sincerely,

Jeffrey W. Johnson

JJ/cd
Attachment

Cc: Terri Ford
Brian Bozzo

Attachment 1

Redlined



**RATE RIDER SCHEDULE E-36 M
CLASSIFIED SERVICE
STATION USE SERVICE MEDIUM**

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 Standard Offer electric service for start-up and/or auxiliary load requirements for generation plants with a power supply capacity requirement of less than 3 MW. Service must be supplied at one point of delivery and measured through one meter unless otherwise specified by individual customer contract. Special metering may be required such as bi-directional metering. This rate schedule may be used in conjunction with other applicable rate schedules; however, service under this schedule is not eligible for Direct Access.

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 or primary voltage when the customer owns the distribution transformer(s).

OPTIONS

- A. Customer may net the kWh output of their generator provided to APS through a purchase power contract or other arrangement against the electricity provided by APS to the Customer for station use. Under this option, only the Customer Accounts Charge and the Revenue Cycle Service Charges in this schedule will ~~not~~ apply.
- B. Company supplies the station use power needs to the customer at the rates and provisions in this rate rider schedule.

RATES

Customers shall be placed on a small or medium pricing tier annually, based on the maximum metered monthly demand, averaged over the summer months May through October, or if such load data is not available, other relevant data determined by the Company. If such average demand is less than or equal to 100 kW the customer will be placed on the small pricing tier, otherwise the customer will be placed on the medium pricing tier. If such average demand is greater than 3 MW the customer will be placed on Rate Schedule E-36 XL.

Small:

Customers placed on the small pricing tier shall be billed according to the rates and provisions in Rate Schedule E-32 XS, except for the unbundled customer accounts and revenue cycle service charges which are specified below.

Medium:

Customers placed on the medium pricing tier shall be billed according to the rates and provisions in Rate Schedule E-32 L, except for the unbundled customer accounts and revenue cycle service charges which are specified below.



**RATE RIDER SCHEDULE E-36 M
CLASSIFIED SERVICE
STATION USE SERVICE MEDIUM**

RATES (cont')

Unbundled Customer Accounts Charge:

For E-32 XS and E-32 L

| | | |
|--------------------------|----------|-------------|
| Self-Contained Meters: | \$ 1.344 | per day, or |
| Instrument-Rated Meters: | \$ 1.322 | per day, or |
| Primary Voltage Meters: | \$ 6.830 | per day |

Revenue Cycle Service Charges:

E-32 XS

Metering:

| | | |
|--------------------------|----------|-------------|
| Self-Contained Meters: | \$ 0.403 | per day, or |
| Instrument-Rated Meters: | \$ 1.055 | per day, or |
| Primary Voltage Meters: | \$ 3.146 | per day |

Meter Reading: \$ 0.068 per day

Billing: \$ 0.075 per day

E-32 L

Metering:

| | | |
|--------------------------|-----------|-------------|
| Self-Contained Meters: | \$ 0.345 | per day, or |
| Instrument-Rated Meters: | \$ 0.904 | per day, or |
| Primary Voltage Meters: | \$ 2.696 | per day, or |
| Transmission | \$ 22.192 | per day |

Meter Reading: \$ 0.058 per day

Billing: \$ 0.064 per day

ADJUSTMENTS

1. The bill is subject to the Renewable Energy Standard as set forth in the Company's Adjustment Schedule REAC-1 pursuant to Arizona Corporation Commission Decision No. 70313.
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, Arizona Corporation Commission Decision No. 69663, Arizona Corporation Commission Decision No. 71448 and 73183.
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 and Arizona Corporation Commission Decision No. 73183.
5. 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.
6. 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, and Arizona Corporation Commission Decision No. 71448.



**RATE RIDER SCHEDULE E-36 M
CLASSIFIED SERVICE
STATION USE SERVICE MEDIUM**

ADJUSTMENTS (cont')

7. The bill is subject to the Lost Fixed Cost Recovery mechanism as set forth in the Company's Adjustment Schedule LFCR pursuant to Arizona Corporation Commission Decision No. 73183, except for customers served under rate Schedule E-32 L.-
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.

INTERCONNECTION REQUIREMENTS

The customer must meet all interconnection requirements as determined by the Company. The customer is responsible for all costs associated with interconnection of the customer's generation facility to the Company's system.

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.

Non-Redlined



**RATE RIDER SCHEDULE E-36 M
CLASSIFIED SERVICE
STATION USE SERVICE MEDIUM**

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TYPE OF SERVICE

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OPTIONS

- A. Customer may net the kWh output of their generator provided to APS through a purchase power contract or other arrangement against the electricity provided by APS to the Customer for station use. Under this option, only the Customer Accounts Charge and the Revenue Cycle Service Charges in this schedule will apply.
- B. Company supplies the station use power needs to the customer at the rates and provisions in this rate rider schedule.

RATES

Customers shall be placed on a small or medium pricing tier annually, based on the maximum metered monthly demand, averaged over the summer months May through October, or if such load data is not available, other relevant data determined by the Company. If such average demand is less than or equal to 100 kW the customer will be placed on the small pricing tier, otherwise the customer will be placed on the medium pricing tier. If such average demand is greater than 3 MW the customer will be placed on Rate Schedule E-36 XL.

Small:

Customers placed on the small pricing tier shall be billed according to the rates and provisions in Rate Schedule E-32 XS, except for the unbundled customer accounts and revenue cycle service charges which are specified below.

Medium:

Customers placed on the medium pricing tier shall be billed according to the rates and provisions in Rate Schedule E-32 L, except for the unbundled customer accounts and revenue cycle service charges which are specified below.



**RATE RIDER SCHEDULE E-36 M
CLASSIFIED SERVICE
STATION USE SERVICE MEDIUM**

RATES (cont')

Unbundled Customer Accounts Charge:

For E-32 XS and E-32 L

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| Primary Voltage Meters: | \$ 3.146 | per day |
| Meter Reading: | \$ 0.068 | per day |
| Billing: | \$ 0.075 | per day |

E-32 L

Metering:

| | | |
|--------------------------|-----------|-------------|
| Self-Contained Meters: | \$ 0.345 | per day, or |
| Instrument-Rated Meters: | \$ 0.904 | per day, or |
| Primary Voltage Meters: | \$ 2.696 | per day, or |
| Transmission | \$ 22.192 | per day |
| Meter Reading: | \$ 0.058 | per day |
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**RATE RIDER SCHEDULE E-36 M
CLASSIFIED SERVICE
STATION USE SERVICE MEDIUM**

ADJUSTMENTS (cont')

7. The bill is subject to the Lost Fixed Cost Recovery mechanism as set forth in the Company's Adjustment Schedule LFCR pursuant to Arizona Corporation Commission Decision No. 73183, except for customers served under rate Schedule E-32 L.
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.

INTERCONNECTION REQUIREMENTS

The customer must meet all interconnection requirements as determined by the Company. The customer is responsible for all costs associated with interconnection of the customer's generation facility to the Company's system.

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.

Attachment 2

**ARIZONA PUBLIC SERVICE COMPANY
E-56 R COMMERCIAL ELECTRIC SUPPLY/PURCHASE AGREEMENT**

1. PARTIES

This Agreement for the purchase of electric power and energy from Customer's Generating Facility (GF) and/or the sale of power and energy to the Customer is entered into as of the ___ day of ___, 20___, by and between ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation ("APS" or "Company") and _____ ("Customer"), collectively ("the Parties").

2. RECITALS

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

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

3. AGREEMENT

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

4. SALES TO CUSTOMER

- 4.1 APS shall sell, and Customer shall purchase and pay for, all electric power delivered and accepted by Customer in accordance with the terms of this Agreement, including but not limited to the Terms and Conditions for the Standard Offer and Direct Access Services ("Schedule 1") and the standard APS retail Rate Schedule E- and Rate Schedule E-56 R 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 E-

56 R and acknowledges that the ACC may approve, reject, or modify the terms and conditions of Rate Schedule E-56 R. If the terms and conditions of Rate Schedule E-56 R are changed or modified, the Customer will have the option of taking service under the Rate Schedule E-56 R as modified, or under another applicable rate schedule offered by APS.

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

5. DETERMINATION OF SUPPLEMENTAL SERVICE

Supplemental service shall be defined as demand and energy contracted 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 appropriate monthly charge for Standby Service shall be based on 7.3.1 and 7.3.2, whichever is applicable. If the applicable rate schedule has unbundled charges, the monthly charge for standby service shall equal the sum of the sections 7.3.1 and 7.3.2:

7.3.1 If the applicable rate schedule has unbundled charges, the monthly charge for standby

service shall equal both:

7.3.1.1 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, and-

7.3.1.2 The unbundled delivery energy charge (if applicable) multiplied by the kWh measured on the Generator Meter during the Customer's billing month.

~~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.~~

7.3.23 If the applicable rate schedule does not have unbundled charges, standby service shall be based on the demand charge in the applicable rate schedule less the unbundled transmission charge in Rate Schedule E-32 L, the result multiplied by the 15 minute integrated kW measured on the Generator Meter during the Customer's monthly peak demand.

7.4 Adjustments: Applicable adjustments shall be made in accordance with the Customer's applicable rate schedule.

8. PURCHASES FROM CUSTOMER

8.1 If the Customer is served through a bi-directional meter, ~~t~~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.

8.2 ~~If the Customer cannot be served through a bidirectional meter, -t~~ the Company will not record or pay the Customer for any- energy that the GF produces in excess of the Customer's load at any point in time.-

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 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: [Insert Dept Name] ~~Energy Delivery Renewable MGMT~~
Mail Station: XXXX3108
P.O. Box 53933
Phoenix, AZ 85072-3933
Telephone: 602-XXX-XXXX371-6160

To Customer:

Attn:

Telephone: _____

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

18. CONFLICTS

In accordance with Section 10 of APS Service Schedule 2

19. SUCCESSORS AND ASSIGNS

In accordance with Section 11 of APS Service Schedule 2

20. DEPOSITS

In accordance with Section 2 of APS Service Schedule 1

21. GENERAL PROVISIONS

- 21.1 In the event that either Party shall successfully bring suit to compel performance or for breach of this Agreement, that Party shall be entitled to recover reasonable attorney's fees in addition to the amount of judgment and costs.
- 21.2 A waiver of any default of the other Party or any other matter arising in connection with this Agreement, at any time by either Party, shall not be construed a waiver of any subsequent default or matter.
- 21.3 THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OR 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)
- 22.2 Guidelines for Electric Curtailment (Service Schedule 5)
- 22.3 APS Partial Requirements Special Contract - Solar Rate Schedule E-56 R
- 22.4 APS Rate Schedule E- _____
- 22.5 APS Purchase Rates for Qualified Facilities Under 100 kW for Partial Requirements Service Rate Schedule EPR-2.

Customer name
Resv #

23. EXECUTION

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

ARIZONA PUBLIC SERVICE COMPANY

Signature: _____
Name: _____
Title: _____
Date Signed: _____

CUSTOMER

Signature: _____
Name: _____
Title: _____
Date Signed: _____

**ARIZONA PUBLIC SERVICE COMPANY
E-56 R COMMERCIAL ELECTRIC SUPPLY/PURCHASE AGREEMENT**

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- 7.3 **Standby Service:** The appropriate monthly charge for Standby Service shall be based on 7.3.1 or 7.3.2, whichever is applicable.
 - 7.3.1 If the applicable rate schedule has unbundled charges, the monthly charge for standby service shall equal both:

7.3.1.1 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, and

7.3.1.2 The unbundled delivery energy charge (if applicable) multiplied by the kWh measured on the Generator Meter during the Customer's billing month.

7.3.2 If the applicable rate schedule does not have unbundled charges, standby service shall be based on the demand charge in the applicable rate schedule less the unbundled transmission charge in Rate Schedule E-32 L, the result multiplied by the 15 minute integrated kW measured on the Generator Meter during the Customer's monthly peak demand.

7.4 Adjustments: Applicable adjustments shall be made in accordance with the Customer's applicable rate schedule.

8. PURCHASES FROM CUSTOMER

8.1 If the Customer is served through a bi-directional meter, 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.

8.2 If the Customer cannot be served through a bidirectional meter, the Company will not record or pay the Customer for any energy that the GF produces in excess of the Customer's load at any point in time.

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 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: [Insert Dept Name]
Mail Station: XXXX
P.O. Box 53933
Phoenix, AZ 85072-3933
Telephone: 602-XXX-XXXX

To Customer:

Attn: _____

Telephone: _____

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

18. CONFLICTS

In accordance with Section 10 of APS Service Schedule 2

19. SUCCESSORS AND ASSIGNS

In accordance with Section 11 of APS Service Schedule 2

20. DEPOSITS

In accordance with Section 2 of APS Service Schedule 1

21. GENERAL PROVISIONS

- 21.1 In the event that either Party shall successfully bring suit to compel performance or for breach of this Agreement, that Party shall be entitled to recover reasonable attorney's fees in addition to the amount of judgment and costs.
- 21.2 A waiver of any default of the other Party or any other matter arising in connection with this Agreement, at any time by either Party, shall not be construed a waiver of any subsequent default or matter.
- 21.3 THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OR 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)
- 22.2 Guidelines for Electric Curtailment (Service Schedule 5)
- 22.3 APS Partial Requirements Special Contract - Solar Rate Schedule E-56 R
- 22.4 APS Rate Schedule E- _____
- 22.5 APS Purchase Rates for Qualified Facilities Under 100 kW for Partial Requirements Service Rate Schedule EPR-2.

Customer name
Resv #

23. EXECUTION

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

ARIZONA PUBLIC SERVICE COMPANY

Signature: _____

Name: _____

Title: _____

Date Signed: _____

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date Signed: _____