



0000176293

## BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

TOM FORESE - CHAIRMAN  
BOB BURNS  
DOUG LITTLE  
ANDY TOBIN  
BOYD W. DUNN

Arizona Corporation Commission

DOCKETED

JAN 05 2017

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DOCKET NO. E-01933A-17

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IN THE MATTER OF TUCSON ELECTRIC  
POWER COMPANY'S APPLICATION FOR  
APPROVAL OF THE BRIGHT TUCSON  
COMMUNITY SOLAR AGREEMENT  
WITH VENTANA MEDICAL SYSTEMS,  
INC.

APPLICATION

E-01933A-17-0004

Tucson Electric Power Company ("TEP"), through undersigned counsel, hereby requests approval of an agreement with Ventana Medical Systems, Inc. ("Ventana") regarding TEP's Bright Tucson Community Solar program ("Bright Tucson Program"). Specifically, Ventana has requested – and TEP has agreed – that Ventana be allowed to acquire a large number of blocks of solar energy from TEP under the Bright Tucson Program at a discounted solar energy premium, and pursuant to TEP's existing Rider R-5 - Electric Service Solar Rider, attached as **Exhibit A**. In support of this Application, TEP states as follows:

1. Ventana is a corporation that develops and manufactures medical diagnostic systems and biopsy based cancer tests in Pima County, Arizona.
2. TEP's Bright Tucson Program was approved by the Arizona Corporation Commission ("Commission") in Decision No. 71835 (August 10, 2010). The Bright Tucson Program was designed to provide customers with access to solar distributed energy without requiring the customer to install solar on their premises. Under the Bright Tucson Program, TEP customers can purchase 150 kWh blocks of solar energy at a \$0.02 per kWh premium ("Solar Energy Premium") over the

1 current base power supply rate. The existing base power supply rate and Solar Energy Premium are  
2 then fixed for twenty (20) years.

3 3. In 2016, Ventana proposed to acquire a large number of blocks if TEP would agree to  
4 a discounted Solar Energy Premium. TEP agreed to move forward with preparation of an agreement  
5 for submission to the Commission for approval.

6 4. Attached as **Exhibit B** is the special contract that reflects the agreement between  
7 Ventana and TEP (the "Agreement"). This Agreement is an extension of the Bright Tucson Program  
8 that has already been approved by the Commission. Moreover, the Commission has previously  
9 approved three similar Bright Tucson Program contracts.<sup>1</sup>

10 Ventana agrees to purchase a large number of blocks (between 6 MW and 10 MW of total  
11 capacity) and, in exchange, TEP agrees to reduce the Solar Energy Premium from \$0.02 to \$0.01,  
12 and, consistent with the existing Rider R-5 - Electric Service Solar Rider, fix the base power supply  
13 rate. The discounted premium applies only to the specific Ventana accounts set forth in the  
14 Agreement. The base power supply rate is at the General Service GS-10 or Large General Service  
15 LGS-13 as set forth in the Agreement at the time of execution.<sup>2</sup>

16 5. TEP believes the reduced Solar Energy Premium is appropriate given Ventana's  
17 commitment to acquire a very large number of blocks, particularly given economies of scale and  
18 reduced administrative costs for those blocks.<sup>3</sup> Moreover, the large, long-term commitment by  
19 Ventana helps ensure that the purpose and benefits of the Bright Tucson Program will be realized.

20 6. TEP submits that it is in the public interest to approve the Agreement because it  
21 facilitates the Bright Tucson Program in general and is consistent with the Commission's previously

22 <sup>1</sup> In Decision No. 72800 (February 2, 2012), the Commission approved a similar reduction in the Solar Energy  
23 Premium from \$0.02 to \$0.01 for La Posada at Park Centre, Inc.; In Decision No. 73652 (February 6, 2013),  
24 the Commission approved a discounted Solar Energy Rate for Pima County; and in Decision No. 74000 (July  
25 30, 2013), the Commission approved a discounted Solar Energy Rate for the City of Tucson.

<sup>2</sup> TEP and Ventana have negotiated that the Solar Energy Premium rate of \$0.01 and base power supply rate  
shall remain fixed notwithstanding any rate changes that may occur to TEP's Rider-5 Electric Service Solar  
Rider (Bright Tucson Community Solar) over the course of the Agreement.

<sup>3</sup> By comparison, La Posada at Park Centre, Inc.'s participation in the Bright Tucson Program was for between  
1 MW and 5 MW of total capacity.

1 approved special contracts for the Bright Tucson Program.

2 WHEREFORE, TEP respectfully requests that the Commission approve the Agreement.

3 RESPECTFULLY SUBMITTED this 5<sup>th</sup> day of January, 2017.

4  
5 TUCSON ELECTRIC POWER COMPANY

6 By 

7 Bradley S. Carroll  
8 Tucson Electric Power Company  
9 P.O. Box 711  
10 88 E. Broadway Boulevard -MS HQE 910  
11 Tucson, Arizona 85702

12 and

13 Michael W. Patten  
14 Snell & Wilmer  
15 400 East Van Buren  
16 Phoenix, Arizona 85004

17 Attorneys for Tucson Electric Power Company  
18  
19  
20  
21  
22  
23  
24  
25

1 Original and 13 copies filed  
2 this 5<sup>th</sup> day of January, 2017, with:

3 Docket Control  
4 Arizona Corporation Commission  
5 1200 West Washington Street  
6 Phoenix, Arizona 85007

7 COPY of the foregoing hand delivered  
8 this 5<sup>th</sup> day of January, 2017, to:

9 Dwight D. Nodes, Chief Administrative Law Judge  
10 Hearing Division  
11 Arizona Corporation Commission  
12 1200 West Washington  
13 Phoenix, Arizona 85007

14 Janet Wagner, Interim Chief Counsel  
15 Legal Division  
16 Arizona Corporation Commission  
17 1200 West Washington Street  
18 Phoenix, Arizona 85007

19 Jeff Hatch-Miller, Interim Director  
20 Utilities Division  
21 Arizona Corporation Commission  
22 1200 West Washington Street  
23 Phoenix, Arizona 85007

24 By: Jacklyn Howard  
25

## **Exhibit A**



Tucson Electric Power

Tucson Electric Power Company

Original Sheet No.: 705

Superseding: \_\_\_\_\_

**Rider R-5  
Electric Service Solar Rider  
(Bright Tucson Community Solar™)**

**APPLICABILITY**

Rider-5 is for individually metered Customers who wish to participate in the Bright Tucson Community Solar Program. Under Rider-5, Customers will be able to purchase blocks of electricity from solar generation sources. Participation in Rider-5 is limited in the Company's sole discretion to the amount of solar generation available and subscription will be made on a first come, first served basis. In order to maximize subscription under Rider-5, TEP may limit the amount of solar block energy purchased by individual Customers. Rider-5 available prior to July 1, 2013 is further restricted to Customers being served under one of the following Rates:

- 1) Residential Lifeline Discount, Rate R-06-01
- 2) Residential Electric Service, Rate R-01
- 3) Small General Service, Rate GS-10
- 4) Large General Service, Rate LGS-13
- 5) Municipal Service, Rate PS-40

Rider-5 effective July 1, 2013 is further restricted to Customers being served under one of the following Rates:

- 1) Residential Electric Service, Rate R-01
- 2) Small General Service, Rate GS-10
- 3) Large General Service, Rate LGS-13

Customers being served under self-generation riders or plans may not purchase power under Rider-5 (including, but not limited to Net Metering for Certain Partial Requirements Service Rider-4 and Non-Firm Power Purchase from Renewable Energy Resources and Qualifying Cogeneration Facilities of 100 kilowatts (kW) or Less Capacity Rider-101).

**RATE**

Customers can contract for a portion or up to their average annual usage in solar blocks of 150 kilowatt hours (kWh) each. Transmission and distribution charges will be applied to all energy delivered, including energy delivered under Rider-5. The Customer is responsible for paying (each month) all charges incurred under their applicable rate schedule, and the total solar energy contracted for multiplied by the applicable solar block energy rate. Any demand based charges under the Customer's current Rate will not be affected by elections under Rider-5. No discounts specified in any of the above-listed standard offer tariffs will apply to this Rate.

**TEP STATEMENT OF CHARGES**

For all additional charges and assessments approved by the Arizona Corporation Commission (ACC) see the TEP Statement of Charges which is available on TEP's website at [www.tep.com](http://www.tep.com).

Filed By: Kentton C. Grant  
Title: Vice President of Finance and Rates  
District: Entire Electric Service Area

Rate: R-5  
Effective: July 1, 2013  
Decision No.: 73912



Tucson Electric Power

**Tucson Electric Power Company**

Original Sheet No.: 705-1  
Superseding: \_\_\_\_\_

RULES AND REGULATIONS

The standard Rules and Regulations of the Company as on file with the ACC shall apply where not inconsistent with this rate.

TAX CLAUSE

To the charges computed under the above rate, including any adjustments, shall be added 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 the Company 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.

TERMS AND CONDITIONS

- 1) Customers may contract for a portion or up to their average annual usage in solar blocks of 150 kWh. If Customer's annual average usage is not available, TEP will apply the appropriate class average. This limit can be reviewed annually at the request of the Customer.
- 2) Each solar block's energy rate will be maintained for twenty years from the date of purchase. For the purposes of the twenty year energy rate, solar blocks will be attributed to the Customer's original service address. Transfer of service under Rider-5 is prohibited. Should the Customer cancel service for any reason, his or her subscription under Rider-5 will expire.
- 3) Customers may add or delete solar blocks once within a twelve month period. Any addition of solar blocks will be at the then offered solar block energy rate.
- 4) Solar blocks will be applied to the actual energy usage each month. Electricity used in excess of the purchased solar blocks will be billed at the Customer's regular energy rate. If electricity usage is below the amount covered by the solar block(s), then the excess kWhs will be rolled forward and credited again the Customer's usage in the following month. The Customer will still be responsible for the full cost of the block(s) each month.

Customers will be credited for the balance of any excess kWhs annually, or on their final bill should the Customer terminate service under Rider-5. Each year, for the bills produced in October (September usage), TEP will credit Customers their excess kWhs after netting and reset their balance to zero. Credit for excess kWhs will be at the energy rate of the oldest solar block.

- 5) All contracted solar block kWhs and associated charges in a billing month will be excluded from the calculation of PPFA and REST charges and/or credits.

Filed By: Kentton C. Grant  
Title: Vice President of Finance and Rates  
District: Entire Electric Service Area

Rate: R-5  
Effective: July 1, 2013  
Decision No.: 73912

## **Exhibit B**



*Execution version*

**BRIGHT TUCSON COMMUNITY SOLAR RIDER AGREEMENT**

**BETWEEN**

**TUCSON ELECTRIC POWER COMPANY**

**AND**

**VENTANA MEDICAL SYSTEMS, INC.**

## BRIGHT TUCSON COMMUNITY SOLAR RIDER AGREEMENT

### 1. PARTIES

The parties to this agreement ("Agreement"), dated November 4, 2016, are TUCSON ELECTRIC POWER COMPANY ("TEP"), an Arizona public service corporation, and VENTANA MEDICAL SYSTEMS, INC. ("Customer"), a Delaware corporation, a retail customer purchasing electric service from TEP.

### 2. BACKGROUND

TEP's Bright Tucson Community Solar Program (the "Program") was approved by the Arizona Corporation Commission ("ACC") on August 10, 2010, in Decision No. 71835, and permits customers to purchase solar power in "blocks" of 150 kilowatt-hours (kWh) per month (the "Solar Blocks") from solar generation facilities, thereby reducing the use of energy from conventional resources.

Subject to approval of this Agreement by the ACC, Customer wishes to participate in the Program through the purchase of between six (6) and ten (10) megawatts of generating capacity ("Purchase Commitment"), but at a lower kWh rate than provided in the approved Program due to its Purchase Commitment, as set forth under the terms and conditions contained in this Agreement.

### 3. TERM, EFFECTIVE DATE AND TERMINATION

#### 3.1 Term and Effective Date

This Agreement shall commence upon ACC's approval of this Agreement and shall continue for a period of twenty (20) years from such date (the "Term"). If the ACC does not issue an order approving this Agreement, the Agreement shall be null and void.

#### 3.2 Termination for Convenience

Subject to Section 3.4 below, either party may terminate this Agreement at any time by providing the other party not less than ninety (90) days prior written notice of such termination. However, TEP shall not terminate this Agreement solely to capture any Renewable Energy Standard and Tariff ("REST") or Purchased Power Fuel Adjustor Clause ("PPFAC") charges in excess of the premium paid by the Customer.

#### 3.3 Termination for Cause

If either party materially defaults in its performance under this Agreement and fails to cure such default for thirty (30) days after receiving the non-defaulting party's written notice of such default, the non-defaulting party may immediately terminate this Agreement.

#### 3.4 Penalty for Early Termination

If Customer terminates this Agreement for convenience under Section 3.2 herein, Customer shall pay TEP an early termination fee equal to the sum of the avoided REST surcharges plus any net differences in power supply charges that would have been charged to Customer since the Effective Date had this Agreement not been entered into, less the sum of the premiums paid (the "Early Termination Fee"). Power supply charges include base power supply charges and PPFAC charges. The Early Termination Fee will be due thirty (30) days after the date of TEP's invoice thereof following such termination by Customer.

#### 3.5 Program Modifications by ACC

The ACC may modify the Program in a manner that affects Customer, in which case Customer may elect to terminate the Agreement at no cost or penalty to Customer by providing the notice described in this Agreement. Within ten (10) days of receiving notice from TEP that the ACC has modified the Program in manner that affects Customer, Customer must provide a notice its intent to terminate the Agreement ("Notice of Termination") to TEP within ten (10) days of receipt of TEP's notice of the Program modifications. If

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Customer fails to send a Notice of Termination within ten (10) days of TEP's notice, the Customer automatically elects to continue in the Program.

**4.0 FACILITIES**

TEP will provide Customer a list of available solar generating facilities from which Customer may dedicate a minimum of six (6) megawatts and up to ten (10) megawatts of solar energy to be applied to the premises identification numbers ("IDs") listed below. Such allocations are subject to the restrictions set forth in Program Rider-5 which is incorporated herein by reference and available at tep.com. However, subject to prior approval by TEP, there shall be no exclusion on net metered accounts.

All IDs listed below with the rate schedule identification of TE-GS10 will be subject to the Solar Block rate shown as General Service GS-10 and the IDs with the identification of TE-LG13 will be subject to the rate shown as Large General Service LGS-13 below.

TE-LG13; 2405761779; 1910 E INNOVATION PARK DR, BLDG1, ORO VALLEY, AZ, 85737  
 TE-LG13; 8067710129; 1910 E INNOVATION PARK DR, BLDG2-1M, TUCSON, AZ, 85737  
 TE-LG13; 9175773701; 1910 E INNOVATION PARK DR, BLDG2-2M, ORO VALLEY, AZ, 85737  
 TE-LG13; 4374726350; 1910 E INNOVATION PARK DR, BLDG3, ORO VALLEY, AZ, 85737  
 TE-LG13; 2869444632; 1910 E INNOVATION PARK DR, BLDG5, TUCSON, AZ, 85737  
 TE-GS10; 6899585345; 1910 E INNOVATION PARK DR, BLDG8, ORO VALLEY, AZ, 85755  
 TE-GS10; 7119267441; 1910 E INNOVATION PARK DR, PRKG2, TUCSON, AZ, 85737  
 TE-GS10; 0728038622; 2005 E INNOVATION PARK DR, 1, ORO VALLEY, AZ, 85737  
 TE-GS10; 5065686489; 2005 E INNOVATION PARK DR, 2, TUCSON, AZ, 85737  
 TE-GS10; 2696627129; 10739 N TANGERINE FARMS RD, MARANA, AZ, 85653

**5.0 RATE**

The applicable rate(s) shown below will be applied to the Solar Blocks contracted herein. Transmission and distribution charges will be applied to all energy delivered, including energy delivered under Program Rider-5. The Customer is responsible for paying (each month) all charges incurred under its applicable rate schedule(s), and for the total number of Solar Blocks contracted for, multiplied by the applicable Solar Block Energy Rate. Any demand based charges under the Customer's current Pricing Plan will not be affected by elections under Program Rider-5 or this Agreement.

Rate Schedule	Base Power Contract Rate	Solar Energy Premium	Solar Block Energy Rate
General Service GS-10	\$0.033274	\$0.010000	\$0.043274
Large General Service LGS-13	\$0.033227	\$0.010000	\$0.043227

- Delivery Services - Energy provided by TEP will reflect the current rates approved by the ACC, as they may change from time to time.
- The Solar Energy Premium will be fixed for the Term of this Agreement.
- Other Charges - Other applicable charges, including ACC assessments, state and local taxes, etc., are in addition to the Solar Block Energy Rate stated above.

**6.0 TERMS AND CONDITIONS**

- 6.1 The solar energy credited to each designated premise ID listed above must be allocated in 150 kWh monthly blocks. TEP will determine, in its sole discretion, the expected annual output of the solar generating facility and the number of Solar Blocks available to Customer on an annual basis. TEP reserves the right to reduce the number of Solar Blocks available to Customer based on the actual solar output of the solar generating facilities.

*Execution version*

- 6.2 For the purposes of the twenty (20) year Solar Block Energy Rate, Solar Blocks will be attributed to the Customer's premises IDs listed above only.
- 6.3 Solar Blocks will be applied to the actual energy usage each month. Electricity used in excess of the purchased Solar Blocks will be billed at the applicable standard offer energy rate. If electricity usage is below the amount covered by the Solar Block(s), then the excess kWhs will be rolled forward and credited against the Customer's usage in the following month(s). Customer shall still be responsible for the full monthly cost of the contracted Solar Blocks identified herein.
- 6.4 Each year, for the bills produced in October (September usage), TEP will credit any excess kWhs after netting and reset the balance to zero. Credit for excess kWhs will be at the energy rate of the Solar Blocks included herein.
- 6.5 All contracted Solar Block kWhs and associated charges in a billing month will be excluded from the calculation of PPFAC and REST charges and/or credits.

**7.0 MISCELLANEOUS**

**7.1 Entire Agreement, Amendment**

This Agreement constitutes the entire understanding and commitment of the parties hereto with respect to the subject matter hereto and shall supersede all prior offers, negotiations and agreements. No amendment or modification of this Agreement shall be valid and binding unless made in writing and signed by an authorized representative of TEP and Customer.

**7.2 Governing Law**

This Agreement shall be interpreted, governed by and construed under the laws of the State of Arizona, without regard to the conflict of laws provision thereof, and is subject to the jurisdiction of the ACC. Subject to Section 7.3 of this Agreement, TEP's Tariffs and Rules and Regulations (as may be amended from time to time), are incorporated by reference herein.

**7.3 Conflicts**

To the extent of any conflict between the provisions of this Agreement and any of TEP's Riders, Tariffs, or Rules and Regulations, the provisions of this Agreement shall control.

**8.0 SIGNATURES**

The parties indicate their understanding of an agreement to all of the above terms and conditions by signing where designated below.

[signature pages to follow]

*Execution version*

IN WITNESS WHEREOF, TEP and Customer have duly executed and delivered this Agreement as of the date set forth above.

TUCSON ELECTRIC POWER COMPANY

By: \_\_\_\_\_

Name: Carmine Tilghman

Title: Senior Director  
Energy Supply, Renewable Energy

VENTANA MEDICAL SYSTEMS, INC.

By: \_\_\_\_\_

Name: Ann Costello

Title: President

DocuSigned by:  
VMFI Legal Approval  
By: Kimberly Ryan  
Kimberly Ryan  
Date: 08 December 2016

## Certificate Of Completion

Envelope Id: 6A263CEB81954B8390684EDE07FFB417  
 Subject: Please DocuSign this document: Bright Tucson - Ventana and TEP Solar Agreement  
 Source Envelope:  
 Document Pages: 5  
 Certificate Pages: 3  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
 Anadine Lopez  
 1 DNA Way  
 South San Francisco, CA 94080  
 anadine.lopez@roche.com  
 IP Address: 74.202.188.254

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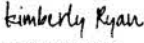
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 Holder: Anadine Lopez  
 anadine.lopez@roche.com

Location: DocuSign

## Signer Events

Kimberly Ryan  
 kimberly.ryan.kr1@roche.com  
 Genentech - Roche SAP CLM integration  
 Security Level: Email, Account Authentication  
 (None)

## Signature

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 F781D71F5A3F476


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 Signed: 12/8/2016 12:39:00 PM

Electronic Record and Signature Disclosure:  
 Accepted: 7/26/2016 5:52:08 PM  
 ID: c7d578d5-a365-47b5-b3ba-7f451ac55c16

Ann Costello  
 ann.costello@roche.com  
 President

DocuSigned by:  
  
 C59000FB133748A

Using IP Address: 206.53.226.251

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 Viewed: 12/8/2016 12:55:30 PM  
 Signed: 12/9/2016 4:59:25 AM

Genentech - Roche SAP CLM integration  
 Security Level: Email, Account Authentication  
 (None)

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Donald Pearson  
 donald.pearson@roche.com  
 Security Level: Email, Account Authentication  
 (None)

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

**COPIED**

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**Carbon Copy Events**

Ted Burhans  
tburhans@tep.com

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

**Status****COPIED****Timestamp**

Sent: 12/9/2016 4:59:27 AM

**Notary Events****Envelope Summary Events**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

**Status**

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

**Timestamp****Timestamps**

12/9/2016 4:59:27 AM  
12/9/2016 4:59:27 AM  
12/9/2016 4:59:27 AM  
12/9/2016 4:59:27 AM

**Electronic Record and Signature Disclosure**

By checking the 'I Agree' box:

- I expressly consent to use and rely on Electronic Documents and signatures and,
- I understand my signature will have the same binding effect as if I was providing a handwritten signature.



*Execution version*

**BRIGHT TUCSON COMMUNITY SOLAR RIDER AGREEMENT**

**BETWEEN**

**TUCSON ELECTRIC POWER COMPANY**

**AND**

**VENTANA MEDICAL SYSTEMS, INC.**

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All IDs listed below with the rate schedule identification of TE-GS10 will be subject to the Solar Block rate shown as General Service GS-10 and the IDs with the identification of TE-LG13 will be subject to the rate shown as Large General Service LGS-13 below.

TE-LG13; 2405761779; 1910 E INNOVATION PARK DR, BLDG1, ORO VALLEY, AZ, 85737  
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 TE-GS10; 7119267441; 1910 E INNOVATION PARK DR, PRKG2, TUCSON, AZ, 85737  
 TE-GS10; 0728038622; 2005 E INNOVATION PARK DR, 1, ORO VALLEY, AZ, 85737  
 TE-GS10; 5065686489; 2005 E INNOVATION PARK DR, 2, TUCSON, AZ, 85737  
 TE-GS10; 2696627129; 10739 N TANGERINE FARMS RD, MARANA, AZ, 85653

#### 5.0 RATE

The applicable rate(s) shown below will be applied to the Solar Blocks contracted herein. Transmission and distribution charges will be applied to all energy delivered, including energy delivered under Program Rider-5. The Customer is responsible for paying (each month) all charges incurred under its applicable rate schedule(s), and for the total number of Solar Blocks contracted for, multiplied by the applicable Solar Block Energy Rate. Any demand based charges under the Customer's current Pricing Plan will not be affected by elections under Program Rider-5 or this Agreement.

Rate Schedule	Base Power Contract Rate	Solar Energy Premium	Solar Block Energy Rate
General Service GS-10	\$0.033274	\$0.010000	\$0.043274
Large General Service LGS-13	\$0.033227	\$0.010000	\$0.043227

- Delivery Services - Energy provided by TEP will reflect the current rates approved by the ACC, as they may change from time to time.
- The Solar Energy Premium will be fixed for the Term of this Agreement.
- Other Charges - Other applicable charges, including ACC assessments, state and local taxes, etc., are in addition to the Solar Block Energy Rate stated above.

#### 6.0 TERMS AND CONDITIONS

- 6.1 The solar energy credited to each designated premise ID listed above must be allocated in 150 kWh monthly blocks. TEP will determine, in its sole discretion, the expected annual output of the solar generating facility and the number of Solar Blocks available to Customer on an annual basis. TEP reserves the right to reduce the number of Solar Blocks available to Customer based on the actual solar output of the solar generating facilities.

***Execution version***

- 6.2 For the purposes of the twenty (20) year Solar Block Energy Rate, Solar Blocks will be attributed to the Customer's premises IDs listed above only.
- 6.3 Solar Blocks will be applied to the actual energy usage each month. Electricity used in excess of the purchased Solar Blocks will be billed at the applicable standard offer energy rate. If electricity usage is below the amount covered by the Solar Block(s), then the excess kWhs will be rolled forward and credited against the Customer's usage in the following month(s). Customer shall still be responsible for the full monthly cost of the contracted Solar Blocks identified herein.
- 6.4 Each year, for the bills produced in October (September usage), TEP will credit any excess kWhs after netting and reset the balance to zero. Credit for excess kWhs will be at the energy rate of the Solar Blocks included herein.
- 6.5 All contracted Solar Block kWhs and associated charges in a billing month will be excluded from the calculation of PPFAC and REST charges and/or credits.

**7.0 MISCELLANEOUS**

**7.1 Entire Agreement, Amendment**

This Agreement constitutes the entire understanding and commitment of the parties hereto with respect to the subject matter hereto and shall supersede all prior offers, negotiations and agreements. No amendment or modification of this Agreement shall be valid and binding unless made in writing and signed by an authorized representative of TEP and Customer.

**7.2 Governing Law**

This Agreement shall be interpreted, governed by and construed under the laws of the State of Arizona, without regard to the conflict of laws provision thereof, and is subject to the jurisdiction of the ACC. Subject to Section 7.3 of this Agreement, TEP's Tariffs and Rules and Regulations (as may be amended from time to time), are incorporated by reference herein.

**7.3 Conflicts**

To the extent of any conflict between the provisions of this Agreement and any of TEP's Riders, Tariffs, or Rules and Regulations, the provisions of this Agreement shall control.

**8.0 SIGNATURES**


The parties indicate their understanding of an agreement to all of the above terms and conditions by signing where designated below.

[signature pages to follow]

*Execution version*

IN WITNESS WHEREOF, TEP and Customer have duly executed and delivered this Agreement as of the date set forth above.

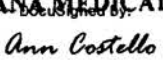
**TUCSON ELECTRIC POWER COMPANY**

By: 

**Name:** Carmine Tilghman

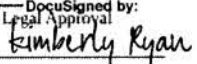
**Title:** Senior Director  
Energy Supply, Renewable Energy

**VENTANA MEDICAL SYSTEMS, INC.**

By:   
C59000FB133748A...

**Name:** Ann Costello

**Title:** President

DocuSigned by:  
VM Legal Approval  
By:   
Kimberly Ryan  
E781D71F543F476...  
Date: 08 December 2016

## Certificate Of Completion

Envelope Id: 6A263CEB81954B8390684EDE07FFB417  
 Subject: Please DocuSign this document: Bright Tucson - Ventana and TEP Solar Agreement  
 Source Envelope:  
 Document Pages: 5  
 Certificate Pages: 3  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
 Anadine Lopez  
 1 DNA Way  
 South San Francisco, CA 94080  
 anadine.lopez@roche.com  
 IP Address: 74.202.188.254

## Record Tracking

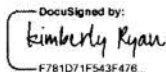
Status: Original  
 12/8/2016 10:37:09 AM  
 Holder: Anadine Lopez  
 anadine.lopez@roche.com

Location: DocuSign

## Signer Events

Kimberly Ryan  
 kimberly.ryan.kr1@roche.com  
 Genentech - Roche SAP CLM integration  
 Security Level: Email, Account Authentication  
 (None)

## Signature

DocuSigned by:  
  
 F7B1D71F543F478


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 Signed: 12/8/2016 12:39:00 PM

Electronic Record and Signature Disclosure:  
 Accepted: 7/26/2016 5:52:08 PM  
 ID: c7d578d5-a365-47b5-b3ba-7f451ac55c16

Ann Costello  
 ann.costello@roche.com  
 President

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 C59000FB133748A

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 Signed: 12/9/2016 4:59:25 AM

Genentech - Roche SAP CLM integration  
 Security Level: Email, Account Authentication  
 (None)

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Donald Pearson  
 donald.pearson@roche.com  
 Security Level: Email, Account Authentication  
 (None)

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

**COPIED**

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**Carbon Copy Events**

Ted Burhans

tburhans@tep.com

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign  
ID:

**Status****COPIED****Timestamp**

Sent: 12/9/2016 4:59:27 AM

**Notary Events****Envelope Summary Events**

Envelope Sent

Certified Delivered

Signing Complete

Completed

**Status**

Hashed/Encrypted

Security Checked

Security Checked

Security Checked

**Timestamp****Timestamps**

12/9/2016 4:59:27 AM

12/9/2016 4:59:27 AM

12/9/2016 4:59:27 AM

12/9/2016 4:59:27 AM

**Electronic Record and Signature Disclosure**

By checking the 'I Agree' box:

- I expressly consent to use and rely on Electronic Documents and signatures and,
- I understand my signature will have the same binding effect as if I was providing a handwritten signature.