

Tucson Electric Power (TEP) Requirements

RELATIONSHIP OF HOMEOWNER TO TEP ACCOUNT OWNER

1. TEP requires that the Electric Account owner is also on title of the home.
2. IF the TEP account owner is NOT the Homeowner, there are only 2 acceptable relations between the Homeowner and the TEP account owner:
 - a. Spouses
 - b. Tenant (Renter)
3. IF the relationship between the TEP account owner and the Homeowner is different than either a spouse or tenant then this project CANNOT be submitted for solar sale.

HOW TO COMPLETE THE DOCUMENTS

1. TEP requires that following documents are WET SIGNED:
 - a. SHORT FORM INTERCONNECTION AGREEMENT (3 pages)
 - b. TEP CONSUMER ACKNOWLEDGEMENT (2 pages)
2. The TEP documents are frequently updated, and so the "REV date" at the bottom right corner of each document MUST be visible when you upload the signed document to PODIO.
3. TEP requires a FULL copy of the utility is included with each customer application.



CONSUMER ACKNOWLEDGEMENT

Financing, Sale or Lease Agreements for Distributed Energy Generation Systems

Adherence to A.R.S. § 44-1763

Consumers buying, financing or leasing a solar distributed energy generation system (“System”) must receive certain disclosures from the manufacturer and solar installers regarding warranties, payment obligations, performance data and major System components as set forth in **A.R.S. § 44-1763**.

As part of the installer’s interconnection application process for the purchase or lease of a System, consumers must acknowledge below that they have had the opportunity to review their contract documentation to ensure that it contains all the required information set forth on the attached Table 1, **A.R.S. § 44-1763** Contract Requirements.

TEP will reject interconnection applications which do not include a signed copy of this acknowledgement.

I, CONSUMER:

- **Have read the attached Table 1, A.R.S. § 44-1763 Contracts Requirements**
- **Have been given the opportunity to review the contract documentation for the purchase or lease of my System to ensure that it contains all the required information set forth on the attached Table 1, A.R.S. § 44-1763 Contract Requirements.**

Consumer Signature _____

Consumer Printed Name: _____

Address: _____

City/State/Zip: _____

TEP Account #: _____

Date: _____

TABLE 1.

A.R.S. § 44-1763 CONTRACT REQUIREMENTS

Financing, Sale or Lease Agreements for Distributed Energy Generation Systems

An agreement governing the financing, sale or lease of a distributed energy generation System to any person or a political subdivision of this state must include:

<ul style="list-style-type: none">• No blank spaces affecting the timing, value or obligations of the agreement at the time of installation.
<ul style="list-style-type: none">• At least ten-point type
<ul style="list-style-type: none">• The right to rescind the contract for a period of not less than three (3) business days after the contract is signed by the buyer or lessee and before the distributed energy generation system is installed.
<ul style="list-style-type: none">• A description of the make and model of the System's major components, or a guarantee of the energy production that the System will provide over the life of the Contract.
<ul style="list-style-type: none">• For purchases, a breakdown of the following (if applicable):<ul style="list-style-type: none">○ Total purchase price or cost of the lifetime of the Contract○ Any interest, installation fee, doc prep fees, service fees or other costs to be paid
<ul style="list-style-type: none">• For financed or leased Systems, a breakdown of the following (if applicable):<ul style="list-style-type: none">○ Total number of payments○ Payment frequency○ The amount of each payment○ Payment due date
<ul style="list-style-type: none">• The current and applicable tax incentives, rebates or other state or federal incentives, and any conditions or requirements needed to obtain these incentives.
<ul style="list-style-type: none">• The current tax obligations, including the assessed value and property tax assessments, as applicable and calculated in the year the contract was signed, transaction privilege taxes, and any obligations for transfer tax credits or tax incentives.
<ul style="list-style-type: none">• How warranty or maintenance information obligations may be sold to or transferred to a 3rd-party.
<ul style="list-style-type: none">• A written warranty statement that includes responsibilities assumed or disclaimed and performance data of the System and components.
<ul style="list-style-type: none">• Any restrictions on the ability to modify or transfer ownership of the System, including whether any modification or transfer is subject to review or approval by a third party, and such third party's full contact information
<ul style="list-style-type: none">• Any third-party review requirements in the event of a modification or transfer of ownership of the real property to which the System is or will be affixed, including such third-party's full contact information
<ul style="list-style-type: none">• A summary of the total financing, operating, maintenance and construction costs of the System costs of System.
<ul style="list-style-type: none">• The contact information of the entity that may assume the obligation of maintenance, or warranty, should it be transferred.
<ul style="list-style-type: none">• If the agreement contains an estimate of the buyer's or lessee's future utility charges based on projected utility rates after the installation, it must also provide an estimate of utility charges during the same period with at least a plus or minus 5% range from current utility costs.
<ul style="list-style-type: none">• A statement that utility rates, structures, and projected savings are subject to change. Also, that any tax incentives may change or be terminated by executive, legislative or regulatory action.

Short Form Interconnection Agreement Terms & Conditions

CUSTOMER, hereby certifies to TUCSON ELECTRIC POWER COMPANY (“TEP”), PO Box 711, Mailstop HQE502 Tucson, Arizona 85702 that the information provided in the Interconnection Application (“Application”) is true and complete. Customer agrees to and acknowledges the following Terms & Conditions (“Agreement”).

CUSTOMER NAME AND SIGNATURE.

Print Name:	
Signature:	
Installation Street Address:	
City, State, Zip:	
Phone:	
Email:	

TERMS & CONDITIONS

1. **APPLICABILITY.** This Agreement is applicable to “Generating Facilities” as determined by TEP in its sole discretion pursuant to the interconnection screening requirements set forth in the Distributed Generation (“DG”) Interconnection Requirements (“DGIRs”), as amended from time to time (available at tep.com/doc/dgir/pdf) which conform to the Interconnection Document adopted by the Arizona Corporation Commission (“Commission”) in Decision No. 69674 (June 28, 2007). Capitalized terms shall have the meaning set forth in the DGIRs. In the event of a discrepancy between the DGIRs and this Agreement, this Agreement shall control. TEP has the right to verify the size of the Generating Facility and require additional information, engineering review, studies, or modifications to the Generating Facility in order to approve or deny the Application, or send the Application for further study.
 - Nameplate rating of 10 kW AC or less (“Super Fast Track”) in compliance with screens (e) and (f) of the DGIRs
 - Nameplate rating of greater than 10 kW to 300 kW AC or less (“Fast Track”) in compliance with screens (a)-(i) of the DGIRs

2. **EFFECTIVE DATE AND TERMINATION.** This Agreement becomes effective as of the date of the Application approval letter from TEP (“Effective Date”) and shall remain in effect unless and until:
 - It is terminated by mutual agreements of the parties;
 - It is replaced by another Interconnection Agreement with mutual consent of the parties;
 - It is terminated by either party pursuant to a breach or default of the Agreement; or
 - The Customer terminates its electric Utility service with TEP and/or vacates or abandons the property on which the Generating Facility is located, or the Generating Facility, without mutual agreement of the parties, except in the case of the sale of the property.

This Agreement shall also terminate and be of no further force and effect in the event the Generating Facility fails any of the screens in Section 4.2 of the DGIRs, in which case the Application may be denied, or processed pursuant to the study track set forth in the DGIRs. This Agreement shall become null and void if the Application is not approved.

3. **COMPLIANCE.** The Generating Facility shall at all times meet and comply with the system qualification requirements for grid-connected Generating Facilities as set forth in the DGIRs. (Hard copy available upon request or at tep.com). Customer shall be fully responsible to operate, maintain and repair the Generating Facility in compliance with TEP standards and the DGIRs.

4. **NO CHANGES; ADDITIONAL INFORMATION.** Customer cannot remove, deviate from or otherwise modify or change the equipment specifications or location of the Generating Facility in the approved Application. TEP has the right to request additional information to determine whether to approve an application. TEP has the right to amend this agreement if the Generating Facility negatively affects safety or reliability. It is recognized that certain Applications may require minor modifications to the Generating Facility or the Application while they are being reviewed by the Utility. Such minor modifications to a pending Application shall not require that it be considered incomplete and treated as a new or separate Application.

5. **COMPLETION; AUTOMATIC TERMINATION.** Customer agrees that installation of the Generating Facility shall be completed within one hundred eighty (180) calendar days after the Effective Date of this Agreement. Consistent with the DGIRs, TEP will automatically terminate this Agreement, and cancel the Application in the event that completion of the Generating Facility exceeds one hundred eighty (180) calendar days unless, through no fault of the Customer or the Customer's installer, the interconnection is delayed by a third party or TEP. In that circumstance, the Customer will have 270 days to complete their interconnection.

6. **SERVICE REQUIREMENTS.** Customer understands that the installation shall at all times comply with all applicable TEP service requirements (including, but not limited to, SR-1.22 & SR-1.23, which are available at tep.com) which mandate, among other things, the installation of a DG production meter socket and a required DG disconnect. Customer must ensure that this equipment is installed within ten (10) feet of the existing service entrance and revenue meter, and in a location where TEP personnel will have easy and unrestricted accessibility at all times. Labeling must comply with all TEP service requirements. See tep.com.

7. **DG DISCONNECT SWITCH.** Customer agrees that TEP shall have the right to lock open and tag the DG Disconnect Switch without notice to protect the integrity of TEP System or TEP determines that interconnected operation of the Generating Facility could adversely affect the TEP System or endanger life or property.

8. **METERING AND METER CHARGE. For solar photovoltaic systems only** - TEP requires installation of a TEP-supplied DG production meter and bi-directional kW/kWh digital revenue meter in place of the existing revenue meter. TEP will charge a monthly incremental meter charge for net metering, per TEP Statement of Charges R-4 based, unless the Customer elects below to pay the one-time option (indicate one).

Residential incremental meter charge of

- \$2.05 monthly (default option) or
- \$142.95 one-time fee _____ **CUSTOMER INITIALS**

Non-Residential Small General Service incremental meter charge of

- \$0.35 monthly charge (default option) or
- \$23.74 one-time fee _____ **CUSTOMER INITIALS**

9. DISCLAIMER REGARDING POSSIBLE FUTURE RULES / and or RATE CHANGES AFFECTING MY GENERATING FACILITY.

- a. The Generating Facility is subject to the current rates, rules and regulations established by the Commission. The Commission may alter its rules and regulations and/or change rates in the future. If this occurs, the Generating Facility is subject to those changes including the Customer being responsible for paying any future applicable increases to electricity rates, charges or service fees from TEP.
- b. TEP's electricity rates, charges and service fees are determined by the Commission and are subject to changes based upon the decisions of the Commission. These future adjustments may positively or negatively impact any potential savings or the value of the Generating Facility.
- c. The Commission has ordered that DG customers that have submitted an interconnection application prior to the effective date of the decision in Phase II of the TEP rate case (Docket Nos. E-01933A-15-0322 and E-01933A-15-0239), will be grandfathered on their current rate design and continue to receive full retail rate net metering for twenty years from the date they first interconnect their system to TEP's electric system.
- d. Any future electricity rate projections which have been presented to Customer are not produced, analyzed or approved by TEP or the Commission. They are based on projections formulated by external third parties not affiliated with TEP or the Commission.

_____ **CUSTOMER INITIALS**
