

# INTERCONNECTION APPLICATION

(LEASED Grid-Tied Systems)



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### SunWatts PV Interconnection Program

IMPORTANT NOTICE: TRICO PLANS TO PROPOSE A NEW NET METERING TARIFF IN THE RATE CASE IT WILL FILE LATER THIS YEAR. TRICO WILL REQUEST THAT THE PROPOSED NEW NET METERING TARIFF APPLY TO INTERCONNECTION APPLICATIONS RECEIVED AFTER FEBRUARY 28, 2015, SUBJECT TO APPROVAL OF THE ARIZONA CORPORATION COMMISSION. IN THE RATE CASE, THE COMMISSION'S UTILITIES DIVISION STAFF AND/OR INTERVENORS MAY PROPOSE DIFFERENT MODIFICATIONS TO THE NET METERING TARIFF WHICH MAY AFFECT YOUR BILL IN OTHER WAYS. THE COMMISSION IS NOT BOUND BY ANY PARTY'S PROPOSAL, AND MAY ACCEPT, REJECT, OR MODIFY ANY PROPOSED RATE CHARGE OR TERM OF SERVICE. FOR FURTHER INFORMATION PLEASE VISIT TRICO'S WEBSITE AT WWW.TRICO.COOP.

Please refer to Trico's website, <u>www.trico.coop</u>, for program updates.

- 1) Customer must be a Trico member, with an active Trico electric service and the Photovoltaic (PV) system must be sited in Trico's service territory.
- 2) A qualifying PV system must be installed by a licensed contractor.
- 3) To enroll in Trico's SunWatts PV Interconnection program, the member/contractor must submit the following documents <a href="PRIOR">PRIOR</a> to system installation (NOTE: <a href="ALL FORMS MUST BE TYPED">ALL FORMS MUST BE TYPED</a> NO HANDWRITTEN FORMS WILL BE ACCEPTED):
  - a. On-Grid PV Interconnection Enrollment Form
  - b. PV System Qualification Form
  - c. System Plans Checklist
  - d. System Quote (required for Purchased Systems only)
  - e. System Diagrams/Drawings
    - i. Site plan
    - ii. 1 Line Diagram
    - iii. 3 Line Diagram
  - f. Required permit(s) application
  - g. Executed Lease Agreement (required for Leased Systems only)
  - h. Interconnection Agreement\*
  - i. Net Metering Tariff\*
  - j. W-9 Form\*

(System changes must be submitted immediately to Trico for review. This also applies at any time after the system has been installed and inspected by Trico.)

- 4) Trico will review the documents listed above for program requirement compliance and will notify the member/contractor of the following:
  - a. If the system complies, the contractor will be emailed, and the system installment may commence.

<sup>\*</sup>These documents must be submitted prior to system interconnection.

- b. If the system does not comply, the application will be denied and the member/contractor will be notified. The member/contractor can re-submit the application with corrections; please note that until the revised application is re-submitted, the installation of the system will be not approved to move forward.
- 5) All systems must be installed and inspected by the member's local jurisdiction within six (6) months of Trico's receipt of the completed enrollment documents listed above. If the system is not installed and inspected within this time period, the member/contractor will need to re-submit all enrollment documents for Trico to review/approve.
- 6) Systems that are installed and inspected by the member's local jurisdiction within six (6) months of Trico's receipt of the completed enrollment documents listed above are required to:
  - a. Test and certify that the system complies with all guidelines and Trico's Interconnection Requirements
  - b. Request that Trico perform its inspection of the PV system installation **PRIOR** to grid interconnection BY SUBMITTING TO Trico the following:
    - i. Copy of approved permits
    - ii. Copy of final drawings containing all revisions of changes made during the installation
- 7) During Trico's inspection of all grid-tied systems, Trico will inspect the PV system to ensure that it is in compliance with Trico's Interconnection Requirements.
  - a. If the PV system passes Trico's final inspection and is in compliance with Trico's Interconnection Requirements, the member is authorized to operate the PV system in parallel with the utility.
  - b. If the PV system does not pass Trico's final inspection and is not in compliance with Trico's Interconnection Requirements, the member/contractor will be responsible for addressing the deficiencies and requesting that Trico re-inspect the PV system.
- 8) The owner of the system is responsible for arranging and paying for annual service inspections as well as normal system repairs to the unit. The owner of the system MUST notify Trico of any changes they intend to make to the system for approval PRIOR to any changes being made.
- 9) It is strongly recommended that the member, at his/her own cost and expense, acquire liability insurance covering the PV system's generation activities and equipment. It is advised that this policy have a combined single limit coverage for injury or death to any person or persons and damage to any property of not less than \$1,000,000.
- 10) Completed SunWatts Enrollment Forms can be mailed/emailed to Trico at:

Trico Electric Cooperative

Attn: SunWatts PO Box 930

Marana, AZ 85653

Questions?

Email: <a href="mailto:sunwatts@trico.coop">sunwatts@trico.coop</a>
Phone: (520) 744-2944, ext. 1524

# PV System Qualification Form

CUSTOMER INFORMATION			
Customer Name:			
Customer Street Address:			
Customer Mailing Address:			
Customer Telephone Number:			
PHOTOVOLTAIC INVERTER INFORMATION	ON		
Madal Numban			
Number of Units:			
AC Output Voltage (please check one):	 120 VAC,	or 120-240 VA0	r
Inverter Warranty:		120 240 VA	
Does the inverter disconnect properly?	_ years		
boes the inverter disconnect property.			
PROTECTION INFORMATION			
Please list the available range of protec	tion settings, which should ir	nclude current pickup values ar	nd time delays.
Under/Over Voltage Protection:	V	. v	•
Under/Over Frequency Protection:	Hz	Hz	
Under/Over Current Protection:	Amps	Amps	
Other Protection:	•	•	
SYSTEM PERFORMANCE & SOLAR ARRA Solar Panel Manufacturer: Solar Panel Operating DC Voltage: Solar Panel Open Circuit DC Voltage: Solar Panel Short Circuit DC Amperes: Solar Panel Power Output DC Wattage: Total Number of Solar Panels:	V V Amps W		
Module Warranty: ye	ears Total System Cost: \$	PV Cost: \$	Labor Cost: \$
PV INSTALLATION INFORMATION The system shall be installed in complia and the latest edition of the National El and IEEE-1547.			
Contractor Name (Please print):			
Contractor License Number:			
Contractor Mailing Address:			
Contractor Telephone Number:			
Contractor Signature:			
DISCONNECT SWITCH Electrician Name (Please print):			
Electrician License Number:			
Electrician Signature:  Flectrician Telephone Number:			
Flectrician Telephone Milmber.			

#### **ADDITIONAL INFORMATION:**

The customer must include an electrical one-line and three-line diagram of the PV installation. The electrical one-line and three-line diagrams must show connections, circuit breakers, fuses, etc. between main electrical components such as meter(s), main panel, disconnect switch, PV inverter(s), sub-panel, loads, etc. The customer must also include a detailed map that shows major cross roads and system locations to enable Trico to locate the customer's PV system. A Site Plan must be submitted showing the arrangement of major equipment, including the electric service entrance section and utility meter, locations of PV inverter, interface equipment, and disconnect switch. The licensed electrical or PV contractor should be able to provide the electric one-line diagram, three-line diagram, detailed map and site plan.

### On-Grid PV Interconnection Enrollment Form

#### All ON-GRID member PV systems must meet the following requirements

Please have your licensed contractor complete and sign this form, and submit it to Trico PRIOR to system installation. (Place a checkmark by all items that have been completed)

- 1. The customer's PV system components are certified as meeting the requirements of IEEE-1547-Recommended national standards for interconnection of distributed generation.
- 2. The customer's PV system components are certified as meeting the requirements of UL-1741-Power Conditioning Units for use in distributed generation and covered by a non-prorated manufacturer's warranty of at least two years.
- 3. The customer's PV system design and installation meets all the requirements of the latest edition of the National Electrical Code (NEC), including Article 690, and all grounding, conductor, raceway, overcurrent protection, disconnect and labeling requirements.
- 4. The customer's PV system and installation meets the requirements of all federal, state and local building codes and will be successfully inspected by the building official having jurisdiction. To do so, the installation will be completed in accordance with the requirements of the latest edition of the NEC in effect in the jurisdiction where the installation is being completed, including, without limitation, Sections 200-6, 210-6, 230-70, 240-3, 250-26, 250-50, 250-122, and all of Article 690 pertaining to solar photovoltaic systems, thereof, all as amended and superseded.
- 5. The customer's PV system shall meet all of Trico's and the Arizona Corporation Commission interconnection requirements for self-generation equipment.
- 6. The customer's PV system installation shall meet Trico's Interconnection Requirements for Distributed Generation.
- 7. All customer PV system installations shall be completed in a professional, workmanlike and safe manner.
- 8. The customer has reviewed and signed Attachment A to this On-Grid PV Interconnection Enrollment Form.

Contractor's Name:		
Contractor's Company:		
Contractor's Address:		
Contractor's License Number:	Date:	
Member's Name:		
Marrier de Direct		
Member's Signature:		
Spouses Signature:		
Member's Email:	Date:	

### Attachment A

#### **DISCLAIMER**

## POSSIBLE FUTURE RULES and/or RATE CHANGES AFFECTING YOUR PHOTOVOLTAIC (PV) SYSTEM

The following is a supplement to the On-Grid PV Interconnection Enrollment Form with Trico Electric Cooperative, Inc. (Trico).

- Your PV system is subject to the current rates, rules and regulations established by the Arizona Corporation Commission (Commission). The Commission may alter its rules and regulations and/or change rates in the future. If this occurs, your PV system is subject to those changes and you will be responsible for paying any future increases to electricity rates, charges or service fees from Trico.
- 2. Trico's electricity rates, charges and service fees are determined by the Commission and are subject to change based upon the decision of the Commission. These future adjustments may positively or negatively impact any potential savings or the value of your PV system.
- 3. Any future electricity rate projections which may be presented to you are not produced, analyzed or approved by Trico or the Commission. They are based on projections formulated by external third parties not affiliated with Trico or the Commission.
- 4. Trico plans to propose a new net metering tariff in the rate case it will file later this year. Trico will request that the proposed new Net Metering Tariff apply to Interconnection Applications received after February 28, 2015, subject to approval of the Arizona Corporation Commission. In the rate case, the Commission's Utilities Division Staff and/or intervenors may propose different modifications to the net metering tariff which may affect your bill in other ways. The Commission is not bound by any party's proposal, and may accept, reject, or modify any proposed rate, charge or term of service. For further information, please visit Trico's website at www.trico.coop.

return to Trico.

(Member's Printed Name)

(Member's Signature)

City\_\_\_\_ State\_\_\_ Zip Code\_\_\_\_\_

(Member's Service Address)

By signing below, you acknowledge that you have read and understand the above disclaimer. Please

# PV System Plans Checklist

Please have your licensed contractor complete and sign this form, and submit it to Trico <b>PRIOR</b> to system installation.		
	1.	Completed Interconnection Agreement.
	2.	Copy of plans with the one-line and three-line diagrams that state the following:
		<ul> <li>Disconnect switch complies with the NEC 690-17 and has sign reading: "WARNING – ELECTRIC SHOCK HAZARD – DO NOT TOUCH – TERMINALS ON BOTH THE LINE AND LOAD MAY BE ENERGIZED IN OPEN POSITION" has been installed</li> </ul>
		<ul> <li>Circuit Breakers in the customer's distribution panel shall be labeled "PHOTOVOLTAIC POWER SOURCE" per NEC 705-10 and "BREAKERS ARE BACKFED" per NEC 690-64(b)5.</li> </ul>
		<ul> <li>The solar output meter, to be supplied and installed by the utility, shall be installed between the inverter and system disconnect switch and shall be labeled: "PHOTOVOLTAIC SYSTEM KWH METER." The Trico-accessible, outdoor-mounted, load-break disconnect switch with a visible open can be padlocked in the open position by Trico personnel; Trico personnel will install the following label: "CO-GENERATION SYSTEM UTILITY DISCONNECT SWITCH."</li> </ul>
		<ul> <li>The PV array safety DC disconnect will be marked with PV source ratings per NEC 690.53.</li> <li>(1) Operating Current</li> <li>(2) Operating Voltage</li> <li>(3) Maximum System Voltage</li> <li>(4) Short-circuit Current</li> <li>(5) Labeled "PV ARRAY DC SAFETY DISCONNECT"</li> </ul>
	3.	PLANS indicate the inverter brand, model, and operating characteristics.
	4.	PLANS include the PV module brand and specifications.
	5.	PLANS have an overhead view of the facility (i.e., home) showing the location of the service entrance/utility meter, solar panels, inverter, PV meter, PV safety disconnect and PV (co-generation) system utility disconnect. If the inverter is to be mounted inside a garage, that fact shall be stated on the drawings.
	6.	On rooftop-mounted PV arrays, plans will show that ground-fault protection will be provided.
	7.	Estimated annual <b>kWh</b> system output: (kWh).
Contra	ctor ner N	Name/Company: Signature: Jame:



# Interconnection Agreement (Leased Residential Grid-Tied System)

This Interconnection Agreement ("Agreement") is hereby made and entered into this day of, 20, ("Effective
<b>Date</b> ") by and between Trico Electric Cooperative, Inc., a non-profit corporation organized and existing under the laws of the State of Arizona (" <b>Trico</b> "), (" <b>Lessor</b> "), and (" <b>Member</b> "). Trico, Lessor and Member may be referred to individually herein as a " <b>Party</b> " or collectively as the " <b>Parties</b> ."
referred to individually herein as a "Party" or collectively as the "Parties."
RECITALS
A. Member intends to lease a renewable electricity generation system from Lessor under a separate lease agreement hereto;
B. Lessor will own the system and have title to the RECs (as defined below) associated with such system;
C. Trico is subject to certain state regulatory requirements governing its use of renewable resources to supply energy to its Members, including those provided under the Renewable Energy Standard and Tariff (as defined below); and
D. Member and Lessor desire to participate in Trico's photovoltaic renewable energy program and Trico desires for Member and Lessor to participate in the program under the terms and conditions contained in this Agreement.
NOW, THEREFORE, in consideration of these premises and of the mutual promises herein contained, the Parties hereby agree as follows:
AGREEMENT
<ol> <li>DEFINITIONS         1.1 "Acceptance Test" means an inspection and/or other verification performed by Trico to confirm the Member System has been installed and operates in conformance with the Program reservation for the Member System and the System Qualifications.     </li> </ol>
1.2 "Member System" means theoutput (DC) photovoltaic renewable electricity generation facility located at the Premises.
1.3 "Premises" means Member's facilities located at

- 1.4 "Program" means the Trico Electric Cooperative, Inc. SunWatts Residential and Commercial Program for PV Systems up to 10 kW, as may be amended from time to time.
- 1.5 "Reservation Confirmation Date" means the date the project application for the Member System is approved by Trico under the Program.
- 1.6 "REC" means any and all environmental credits, attributes and benefits, including greenhouse gas or emissions reductions and any associated credits, environmental air quality credits, offsets, allowances and benefits howsoever entitled, actual SO<sub>2</sub>, NOx, CO<sub>2</sub>, CO, Carbon, VOC, mercury, and other emissions avoided, credits towards achieving local, national or international renewable portfolio standards, green tags, and any and all other green energy or other environmental benefits associated with the generation of renewable energy (regardless of how any present or future law or regulation attributes or allocates such characteristics), including those created under the REST.
- 1.7 "Renewable Energy Standard and Tariff" or "REST" means the Arizona Renewable Energy Standard and Tariff codified at A.A.C. R14-2-1801 *et seq.*, as may be amended from time to time.
- 1.8 "System Qualifications" means all equipment, installation and other general requirements pertaining to residential solar electric systems as set forth in the Program.
- 1.9 "Term" shall have the meaning set forth in Section 12.1 below.
- 1.10 "Trico Interconnection Requirements for Distributed Generation" means the document that specifies Trico's requirements for safe and effective interconnection of a distributed generator with Trico's radial electric distribution system, as may be amended from time to time.

#### 2. PROGRAM TIMELINE

Lessor agrees to perform its obligations with respect to the Member System hereunder in an expeditious manner, including, but not limited to, adhering to the Program requirements set forth in the SunWatts Interconnection Application available on the Trico website at <a href="https://www.trico.coop">www.trico.coop</a>. Failure to perform such obligations may result in cancellation of the Member System Program reservation.

#### 3. MEMBER RENEWABLE ENERGY SYSTEM

Lessor owns the Member System and shall be solely responsible for the cost, operation and maintenance of the Member System. The Parties acknowledge and agree that to qualify for participation in the Program; the Member System must comply with all System Qualifications and Program requirements.

#### 4. **SYSTEM INSTALLATION**

The Member System must be installed at the Premises in accordance with the installation requirements set forth in the System Qualifications and the Program, including, without limitation, a proper interconnection with Trico's power grid in accordance with the Trico

Interconnection Requirements for Distributed Generation document. Lessor shall be solely responsible for the installation of the Member System, including selecting a qualified installer and paying all installation costs and expenses.

#### 5. ACCEPTANCE TEST AND INSPECTIONS

Lessor will notify Trico when the installation of the Member System is complete by providing Trico with a copy of the applicable city/county final inspection permit associated with the installation. Following its receipt of such notice and inspection permit, Trico will perform an Acceptance Test on the Member System to verify the installation and system performance are in compliance with the System Qualifications. If Trico determines the Member System is not in compliance with the System Qualifications for any reason, Trico will notify Lessor of such noncompliance. Trico will have no further obligation under this Agreement until all such deficiencies are remedied by Lessor to Trico's reasonable satisfaction and the Member System is in compliance with the System Qualifications. Unless otherwise indicated in the Member System reservation request, Trico shall have the right to conduct periodic inspections of the Member System during the Term upon notice to Member and Lessor. Such inspections may include, without limitation, reading the Member System's solar production meter as necessary to verify compliance with the System Qualifications and/or installing, at Trico's cost, a separate solar production meter. Member and Lessor shall provide Trico with reasonable access to the Member System to conduct any such inspection.

#### 6. OWNERSHIP OF RENEWABLE ENERGY CREDITS

Lessor hereby irrevocably and unconditionally assigns and transfers to Trico any and all RECs derived from the installation and use of the Member System during the Term. The Parties acknowledge and agree that Member has no right, title or interest in or to any RECs resulting from the installation and use of the Member System, whether under this Agreement or otherwise, and, accordingly Member has no right to and will not attempt to sell, trade, assign or otherwise transfer, or permit to be sold, traded, assigned or otherwise transferred, any such RECs. Lessor shall not sell, trade, assign or otherwise transfer, or permit to be sold, traded, assigned or otherwise transferred, any RECs derived from the installation and use of the Member System to any party other than Trico during such time Trico is entitled to receive such RECs hereunder. Upon Trico's request, Lessor shall provide Trico with reasonable documentation evidencing its ownership of such RECs and transfer thereof to Trico.

#### 7. SYSTEM ELECTRIC OUTPUT

The ownership of rights concerning the electrical output of the Member System is addressed in a separate agreement hereto.

#### 8. <u>MEMBER SYSTEM REMOVAL</u>

Neither the Member System nor any components thereof may be removed from the Premises during the Term without prior written notice to Trico.

#### 9. MEMBER AND LESSOR REPRESENTATIONS

Each of Lessor and Member hereby represents and warrants to Trico that the following statements are true and correct as of the Effective Date and will be true and correct at the time of any transfer by Lessor to Trico of any RECs hereunder:

- 9.1 Lessor is the true and lawful owner of, and has good title to, all RECs transferred from Lessor to Trico hereunder, free and clear of all liens and encumbrances;
- 9.2 Neither Member, Lessor, nor, to Member's and Lessor's knowledge, any third party, has sold, traded, assigned or otherwise transferred any RECs due to be transferred from Lessor to Trico hereunder to any party other than Trico;
- 9.3 Each of Member and Lessor has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, including, without limitation, the Lessor's transfer of any RECs to Trico; and
- 9.4 Lessor and Member are in full compliance with all applicable federal, state and local laws, regulations, ordinances and codes governing the production and/or sale of electricity.

#### 10. LIMITATION OF LIABILITY

TRICO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND HEREUNDER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ITS PERFORMANCE HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TRICO MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MEMBER SYSTEM, ITS OPERATION, SAFETY, INSTALLATION OR COMPLIANCE WITH ANY BUILDING OR SAFETY CODES, RULES OR REGULATIONS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRICO HEREBY DISCLAIMS ANY AND ALL LIABILITY ASSOCIATED THEREWITH.

TRICO IS NOT RESPONSIBLE FOR THE PROTECTION OF THE GENERATION SYSTEM, OR AND OTHER PORTION OF THE MEMBER'S ELECTRICAL EQUIPMENT. THE MEMBER IS FULLY AND SOLELY RESPONSIBLE FOR PROTECTING THEIR EQUIPMENT IN A MANNER TO PREVENT ANY FAULTS OR OTHER DISTURBANCES FROM DAMAGING THE GENERATOR AND/OR THE MEMBER'S EQUIPMENT.

TRICO'S ENTIRE LIABILITY ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES STEMMING FROM CLAIMS DIRECTLY ATTRIBUTABLE TO TRICO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL TRICO, ITS EMPLOYEES OR AGENTS BE LIABLE TO LESSOR OR MEMBER FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGE, HOWEVER CAUSED, RESULTING FROM TRICO'S PERFORMANCE HEREUNDER.

#### 11. INDEMNIFICATION

Lessor and Member agree to indemnify, defend and hold harmless Trico, its affiliates and parent, and all their officers, directors, shareholders, employees and agents from and against any and all costs, claims, liability, judgments and expenses of any nature whatsoever, which arise from damage to property or from injury or death which occurs as a result of the lease, purchase, installation, use or maintenance of the Member System. The obligation to indemnify hereunder shall survive termination of this Agreement.

#### 12. TERM AND TERMINATION

- 12.1 <u>Term</u>. This Agreement shall commence on the Effective Date and, unless earlier terminated as provided herein, shall continue for 20 full calendar years after the Member System passes the Acceptance Test (the "Term").
- 12.2 <u>Termination</u>. Trico may terminate this Agreement:
  - i. on thirty (30) days written notice to Lessor in the event Lessor or Member commits a material breach of this Agreement or the Program, and fails to cure the same within such thirty (30) day period;
  - ii. immediately upon written notice to Lessor in the event that Lessor: (a) makes an assignment or any general arrangement for the benefit of creditors; (b) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under the bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such proceeding remains undismissed for thirty (30) days after filing; or (c) otherwise becomes bankrupt or insolvent (however evidenced);
  - iii. unless otherwise agreed by Trico and Lessor, upon written notice to Lessor upon the termination or expiration of Member's lease with Lessor for the Member System;
  - iv. upon (30) days prior written notice to Lessor if the Member System is not in compliance with the System Qualifications (including by passing the Acceptance Test) and Trico does not grant an extension;
  - v. immediately upon Trico's receipt of written notice that the Member System or any components thereof will be removed from the Premises pursuant to Section 8 above; or
  - vi. immediately upon written notice to Lessor in the event the Member System Program reservation is cancelled by Trico under the Program.
- 12.3 <u>Force Majeure</u>. Either Trico or Lessor may terminate the Agreement as provided in Section 13.8 below.
- 12.4 <u>Mutual Agreement</u>. The Agreement may be terminated at any time by mutual written agreement of the Trico and Lessor.
- 12.5 <u>Effect of Termination</u>. In the event of Trico's termination of the Agreement no Party shall have any further obligation to any other Party hereunder and no Party shall have any liability to any other stemming from such termination. Trico shall have the right to remove its meter, if installed.

#### 13. MISCELLANEOUS

- 13.1 <u>Modification, Waiver and Severability</u>. This Agreement may not be modified or supplemented except by written instrument signed by the Parties. No waiver of any default or breach hereof shall be deemed a waiver of any other default or breach thereof. If any part of this Agreement is declared void and/or unenforceable, such part shall be deemed severed from this Agreement which shall otherwise remain in full force and effect.
- 13.2 <u>Assignment</u>. This Agreement and the rights, duties, and obligations hereunder may not be assigned or delegated by the Lessor without the prior written consent of Trico.
- 13.3 <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of Arizona without regard to the choice of law provisions thereof. Venue for any dispute arising hereunder shall be any court of competent jurisdiction located in Pima County, Arizona.
- 13.4 <u>Entire Agreement</u>. This Agreement is the final integration of the agreement between the Parties with respect to the matters covered by it and supersedes any prior understanding or agreements, oral or written, with respect thereto.
- 13.5 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.
- 13.6 <u>Titles and Captions</u>. Titles or captions contained in this Agreement are inserted for convenience and for reference only and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.
- 13.7 <u>Expenses and Attorney's Fees</u>. In any action between the Parties to enforce any of the terms of this Agreement, the prevailing Party or Parties shall be entitled to recover expenses, including reasonable attorney's fees.
- 13.8 <u>Force Majeure</u>. No Party shall be liable to any other Party for failure to perform its obligations hereunder to the extent such failure results from causes beyond its reasonable control, including strikes, climatic conditions, acts of God, or governmental laws, regulations, orders or requirements (each a "*Force Majeure Event*"). Provided, if any Force Majeure Event claimed by a Party continues for an uninterrupted period of more than one hundred and eighty (180) days, then the other Party may, at any time following the end of such period, terminate this Agreement immediately upon written notice to the affected Party or Parties, without further obligation to any Party, except as to payment of any costs and liabilities incurred before the effective date of such termination or otherwise expressly set forth herein.
- 13.9 <u>Member Sale of Premises</u>. In the event Member sells or otherwise transfers the Premises, Member's successor-in-interest shall expressly assume all of Member's obligations hereunder in writing by executing an assignment and Assumption Agreement in the form of <u>Attachment A</u> attached hereto and incorporated herein (the "**Assignment Agreement**"), and this Agreement shall not

be affected, nor shall Trico's rights hereunder be disturbed in any way, including, without limitation, Trico's continued right to all RECs assigned pursuant to Section 6 hereunder. Member shall provide Trico with an executed Assignment Agreement at the time of the sale or transfer of the Premises. Any failure to comply with this provision shall be considered a material breach of the Agreement.

- 13.10 <u>Compliance with Law</u>. Member shall comply with all applicable federal, state and local laws, regulations, ordinances and codes at all times in performing under this Agreement.
- 13.11 <u>Survival</u>. After expiration or termination of this Agreement, those provisions which specifically provide for survival beyond expiration or termination, and all provisions, regarding warranty, limitation of liability and indemnity shall survive indefinitely or until the expiration of the time period specified elsewhere in this Agreement with respect to the provision in question.
- 13.12 <u>No Third-Party Beneficiaries</u>. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- 13.13 <u>Notices</u>. All notices under this Agreement shall be in writing and shall be given by personal service (including receipted confirmed facsimile), or by certified or registered mail, return receipt requested, or by recognized overnight courier service, to the Parties at the addresses set forth below. All notices shall be deemed given upon the actual receipt thereof.
- 13.14 Non-Discrimination Statement. Trico is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint\_filing\_ cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Trico:	Trico Electric Cooperative, Inc. 8600 W. Tangerine Road Marana, Arizona 85658 Fax: (520) 682-4887 Attn: SunWatts
Lessor:	
	Phone:
Member:	
	Phone:

[signatures on following page]

#### **ACCEPTED AND AGREED** as of the Effective Date.

TRICO ELECTRIC COOPERATIVE, INC.  By:
Title: Director, Key Accounts & Sustainable Energy Programs
LESSOR
By:
Print Name:
MEMBER
By:
Print Name:

# ATTACHMENT A FORM OF ASSIGNMENT & ASSUMPTION AGREEEMENT

(see attached)

#### **ASSIGNMENT AND ASSUMPTION AGREEMENT**

By:	By:
TRICO ELECTRIC COOPERATIVE, INC.	LESSOR
By: Name:	By: Name:
ASSIGNEE	ASSIGNER
ACCEPTED AND AGREED as of the Effective D	Pate.
instrument signed by the Parties. This Assignmer not be assigned or delegated by Assignee or Ass	ay not be modified or supplemented except by written nt and the rights, duties, and obligations hereunder may signer without the prior written consent of the Trico. This ounterparts, all of which taken together shall constitute
Assignee the Agreement and all of Assigner's rigeffective upon the sale of the Premises. Assigner from Assigner, and assumes all of Assigner's obsale of the Premises. Trico and Lessor hereby contains the premise of the Premises.	Premises, Assigner hereby assigns and transfers to ght, interest, obligations and liabilities thereunder, ee hereby accepts the assignment of the Agreement oligations and liabilities thereunder, effective upon the onsent to such assignment and assumption of the Agreement or Trico's rights thereunder, including, credits assigned thereunder.
AG	GREEMENT
NOW, THEREFORE, in consideration of contained, the Parties hereby agree as follows:	these premises and of the mutual promises herein
	aser of the Premises assume Assigner's obligations Premises by Assigner to Assignee, the Parties desire to ent.
dated, 20 (the "A	greement"). The Agreement pertains to the Member t (the "Premises") that
	Agreement with Trico and ("Lessor")
·	RECITALS
("Effective Date"), is made between and among	ment (the "Assignment") dated as of 20
	. /

# **Net Metering Tariff Application**

You <u>MUST</u> sign up to participate in the Trico Net Metering Tariff. Please review the Net Metering Tariff attached, which can also be found on Trico's website at <u>www.trico.coop</u>, complete the information below and return it with your application if you would like to take service under this Tariff. If you do not qualify, Trico will respond to your application by sending you a notification, which will include information regarding the reason you did not qualify.

IMPORTANT NOTICE: Trico plans to propose a new net metering tariff in the rate case it will file later this year. Trico will request that the proposed new Net Metering Tariff apply to Interconnection Applications received after February 28, 2015, subject to approval of the Arizona Corporation Commission. In the rate case, the Commission's Utilities Division Staff and/or intervenors may propose different modifications to the net metering tariff which may affect your bill in other ways. The Commission is not bound by any party's proposal, and may accept, reject, or modify any proposed rate, charge or term of service. For further information, please visit Trico's website at <a href="https://www.trico.coop">www.trico.coop</a>.

Please print:				
Name:				
Service Address:				
City:	State:	AZ	Zip Code:	
Account Number:				
By signing below, you are indicated Cooperative, Inc. Net Metering further understand that if your be subject to the provisions of Commission, upon the effective	Tariff and wish to ap Interconnection Ap any New Net Meter	oply to take oplication wring Tariff, a	service under this tar as received after <u>Feb</u> s approved by the Ar	iff at this time. You ruary 28, 2015, you will
Signature			Date	

Please mail or email your completed application to the following location:

Trico Electric Cooperative Attn: SunWatts PO Box 930 Marana, AZ 85653

OR

Sunwatts@trico.coop

#### **ELECTRIC RATES**

TRICO ELECTRIC COOPERATIVE, INC.

8600 W. Tangerine Road Marana, Arizona 85653 Filed By: Vincent Nitido

Title: General Manager/CEO

Effective Date: September 1, 2015

STANDARD OFFER TARIFF

#### NET METERING TARIFF SCHEDULE NM

#### **Availability**

Net Metering service is available to all customers of Trico Electric Cooperative, Inc. (Cooperative) with a qualifying Net Metering Facility. Participation under this schedule is subject to availability of enhanced metering and billing system upgrades. The electric energy generated by or on behalf of the customer from a qualifying Net Metering Facility and delivered to the Cooperative's distribution facilities may be used to offset electric energy provided by the Cooperative during the applicable billing period.

Net Metering Facility means a facility for the production of electricity that:

- a. Is operated by or on behalf of the customer and is located on the customer's premises;
- b. Is intended primarily to provide part or all of the customer's requirements for electricity;
- c. Uses Renewable Resources, a Fuel Cell or CHP (as defined below);
- d. Has a generating capacity less than or equal to 125% of the customer's total connected load, or in the absence of customer load data, capacity less than or equal to the customer's electric service drop capacity; and
- e. Is interconnected with and can operate in parallel and in phase with the Cooperative's existing distribution system.

Service under this tariff is available provided the rated capacity of the customer's Net Metering Facility does not exceed the Cooperative's service capacity. The customer shall comply with all of the Cooperative's interconnection standards. The customer is also required to sign and complete a net metering application prior to being provided Net Metering Service.

Net Metering Facilities with generation capacity that exceeds 1,000 kilowatts, which are interconnected presently, or desire to become interconnected, may, at Arizona Electric Power Cooperative's option, be subject to the negotiated terms and conditions set forth in multilateral contracts among the customer, Arizona Electric Power Cooperative, Southwest Transmission Cooperative and the Cooperative.

#### Metering

Metering installed for the service provided under this tariff shall be capable of registering and accumulating the kilowatt-hours (kWh) of electricity flowing in both directions in a billing period.

#### NET METERING TARIFF SCHEDULE NM

#### **Monthly Billing**

If the kWh energy supplied by the Cooperative exceeds the kWh energy that are generated by the customer's Net Metering Facility and delivered back to the Cooperative during the billing period, the customer shall be billed for the net kWh energy supplied by the Cooperative in accordance with the rates and charges under the customer's Standard Rate Schedule.

If the kWh energy generated by the customer's Net Metering Facility and delivered back to the Cooperative exceeds the kWh energy supplied by the Cooperative in the billing period, the customer shall be credited during subsequent billing periods for the excess kWh energy generated. The Cooperative shall apply the credit by using the excess kWh energy generated during the billing period to reduce the kWh energy supplied (not kW or kVA demand or customer charges) and billed by the Cooperative during the subsequent billing periods.

Customers taking service under time-of-use rates who are to receive credit in a subsequent billing period for excess kWh energy generated shall receive such credit during the following billing periods during the on- or off- peak periods corresponding to the on- or off- peak periods in which the kWh energy were generated by the customer.

Each Calendar Year, for the customer bills produced in October (September usage) or in the last billing period that the customer discontinues service under this tariff, the Cooperative shall issue a check or billing credit to customers with Net Metering Facilities for the balance of any credit due in excess of amounts owed by the customer to the Cooperative for Non-Firm Power. The payment for any remaining credits shall be at the Cooperative's Annual Average Avoided Cost. The Cooperative's Annual Average Avoided Cost shall be set at \$0.03662 per kWh. Any payment for Firm Power will be pursuant to a separate contract.

#### **Administrative Charge**

In order to determine accurate billing and usage, net metering customers will need to have interval meter data available (minimum data collection of every half hour). This information is needed to ensure accurate billing and to calculate the net kWh energy billed or credited to the customer's account. The following table shows the incremental costs for the increased data collection applicable to all rate classes.

Administrative Charge	Monthly Rate
Monthly Data Cost	\$3.38

#### NET METERING TARIFF SCHEDULE NM

#### **Definitions**

- 1. <u>Annual Average Avoided Cost:</u> Defined as the average annual wholesale fuel and energy costs per kWh energy purchased from the Cooperative's wholesale power supplier during the calendar year. The Cooperative's Annual Average Avoided Cost shall be set at \$0.03662 per kWh.
- 2. <u>Calendar Year</u>: The Calendar Year is defined as October 1 through September 30, for the purpose of determining the billing credit for the balance of any credit due in excess of amounts owed by the customer to the Cooperative.
- 3. <u>Renewable Resource:</u> Means natural resources that can be replenished by natural processes, including biomass, biogas, geothermal, hydroelectric, solar or wind.
- 4. <u>Combined Heat and Power or CHP:</u> Means a system that generates electricity and useful thermal energy in a single, integrated system such that the useful power output of the facility plus one-half the useful thermal energy output during any 12-month period must be no less than 42.5 percent of the total energy input of fuel to the facility (also known as cogeneration).
- 5. <u>Fuel Cell:</u> Means a device that converts the chemical energy of a fuel directly into electricity without intermediate combustion or thermal cycles. The source of the chemical reaction must be from Renewable Resources
- 6. <u>Non-Firm Power:</u> 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.
- 7. <u>Firm Power:</u> Electric power available from the customer's facilities, upon demand, at all times with an expected or demonstrated reliability that is covered by a separate multiparty purchase agreement among the customer, the Cooperative, Arizona Electric Power Cooperative and Southwest Transmission Cooperative.
- 8. <u>Time Periods:</u> Mountain Standard Time shall be used in the application of this rate schedule. Onpeak and off-peak time periods will be determined by the applicable Standard Rate Schedule.
- 9. Standard Rate Schedule: Any of the Cooperative's retail rate schedules with metered kWh charges.

Form (Rev. August 2013)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return)		
ge 2.			
pa .	Check appropriate box for federal tax classification:		Exemptions (see instructions):
<b>s</b> or	☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐	Trust/estate	
ype			Exempt payee code (if any)
Print or type Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner	ship) •	Exemption from FATCA reporting code (if any)
F i	Other (see instructions) >		
_ iji	Address (number, street, and apt. or suite no.)	Requester's name	and address (optional)
Špe			
See (	City, state, and ZIP code		
S			
	List account number(s) here (optional)		
Pa		, ii Social so	curity number
	ryour TIN in the appropriate box. The TIN provided must match the name given on the "Name' oid backup withholding. For individuals, this is your social security number (SSN). However, for		
reside	ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other	•	-     -
	es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> on page 3.	et a	
	. If the account is in more than one name, see the chart on page 4 for guidelines on whose	Employe	r identification number
	oer to enter.		
			-
Par	t II Certification		
Unde	er penalties of perjury, I certify that:		
1. Th	ne number shown on this form is my correct taxpayer identification number (or I am waiting for	a number to be is	sued to me), and
Se	am not subject to backup withholding because: (a) I am exempt from backup withholding, or (bervice (IRS) that I am subject to backup withholding as a result of a failure to report all interest to longer subject to backup withholding, and		
3. I a	am a U.S. citizen or other U.S. person (defined below), and		
4. Th	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is correct.	
becar intere	fication instructions. You must cross out item 2 above if you have been notified by the IRS the use you have failed to report all interest and dividends on your tax return. For real estate transtest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to rally, payments other than interest and dividends, you are not required to sign the certification.	actions, item 2 do o an individual reti	es not apply. For mortgage irement arrangement (IRA), and

#### General Instructions

Signature of

U.S. person >

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

instructions on page 3.

Sign

Here

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

Date >

- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),  $\,$ 
  - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### **Specific Instructions**

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

#### **Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
  - 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4---A foreign government or any of its political subdivisions, agencies, or instrumentalities
  - 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7---A futures commission merchant registered with the Commodity Futures Trading Commission
  - 8-A real estate investment trust
- 9---An entity registered at all times during the tax year under the Investment Company Act of 1940
  - 10—A common trust fund operated by a bank under section 584(a)
  - 11-A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
  - 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
  - B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of
  - I—A common trust fund as defined in section 584(a)
  - J-A bank as defined in section 581
  - K-A broker
  - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
  - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at <a href="https://www.ssa.gov/">www.ssa.gov/</a>. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at <a href="https://www.irs.gov/businesses">www.irs.gov/businesses</a> and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- ${\bf 3.}$  Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

<sup>&</sup>lt;sup>2</sup>However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

#### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account '
Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under	The grantor-trustee ¹ The actual owner ¹
state law	
Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
Grantor trust filing under Optional     Form 1099 Filing Method 1 (see     Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>&</sup>lt;sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: <code>spam@uce.gov</code> or contact them at <code>www.ftc.gov/idtheft</code> or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>&</sup>lt;sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

<sup>\*</sup>Note. Grantor also must provide a Form W-9 to trustee of trust.

# Summary of Interconnection Requirements

Trico Electric Cooperative, Inc., Single-Phase 120 V or 120/240 V PV Interconnection Requirements

#### 1.0 GENERATION REQUIREMENTS

1.1 The following renewable energy generation system interconnection requirements summary ("Interconnection Requirements Summary") for Trico Electric Cooperative, Inc., (Trico) are the minimum requirements to ensure proper interface of single-phase 120 V of 120/240 V, renewable energy generation system ("System") with Trico. These minimum requirements are based on the IEEE Recommended Practice for Utility Interface of Residential and Intermediate Photovoltaic Systems (American National Standard Institute/Institute of Electrical & Electronic Engineers Standard 929). The customer is responsible for complying with Trico's Rules, Regulations and Line Extension Policy approve by the Arizona Corporation Commission and all other applicable technical standards, safety codes, Article 690 of the National Electric Code, equipment manufacturers' specifications related to the design, installation, operation and maintenance of the customer's entire electrical installation including the System, not specifically mentioned in this document. The System and its Components must be Listed and Tested by a National Recognized Testing Laboratory (NRTL) to Underwriters Laboratory (UL) Standard 1741.

#### 2.0 AGREEMENT PROCESS

- 2.1 The customer shall contact Trico and request the Interconnection Requirements for Distributed Generation.
- 2.2 The customer shall review the Interconnection Requirements and return the signed and completed Interconnection Agreement to Trico.

  Trico will verify that the customer's System appears to be in compliance with the Interconnection Requirements.
- 2.3 Trico will approve the Interconnection Agreement only if the customer has submitted the correct information/documentation and the customer as signed the Interconnection Agreement. Trico will notify the customer permission to proceed with the System. The customer shall not proceed with the System installation until Trico approves the Interconnection Agreement and contacts the customer.
- 2.4 The customer shall install a Trico-accessible, outdoor-mounted, load-break disconnect switch with a visible open that is capable of being padlocked in the open position by Trico personnel. The disconnect switch shall be mounted in proximity to the service entrance. It shall be properly grounded and clearly labeled "CO-GENERATION SYSTEM UTILITY DISCONNECT SWITCH" (label provided and installed by Trico). The disconnect switch shall be installed on the alternating current (AC) circuit between the utility and the inverter. The purpose of the disconnect switch is for Trico, or other personnel, to disconnect the System from Trico to eliminate all potential sources of back-feed onto Trico's system when it is necessary to safely work on local area power lines or equipment. The customer understands that Trico has the right to padlock the disconnect switch in the open position at any time without notice to the customer. The customer also understand not to tamper with or remove the padlock if the disconnect switch is padlocked in the open position by Trico. The disconnect switch must be installed by a licensed electrician and inspected as set forth in this document.
- 2.5 The customer shall obtain all permits and inspections required by town, city, county, and state agencies for the installation of the System and submit to Trico the original permits and proof of inspections for Trico's examination. The System shall be certified to meet the ANSI/IEEE Standards by a licensed engineer and installed by a qualified licensed contractor.
- 2.6 After the System has been installed and has been inspected and approved by the town, city, county, or state inspectors, the customer shall contact Trico. Trico will inspect the installation to confirm it complies with the Interconnection Requirements. Trico recommends the licensed contractor be on site when Trico inspects the installation to answer any questions that Trico may have.
- 2.7 After the customer has complied with the foregoing provisions, Trico has inspected the installation and has confirmed that it meets the Interconnection Requirements; Trico then authorizes the customer to operate the System in parallel with Trico's distribution system. Note: Trico will not approve interconnection until steps 2.1 through 2.6 are complete. Trico will send copies of all completed and approved documents to the customer.

#### 3.0 POWER QUALITY REQUIREMENTS

- 3.1 Power quality at the customer's meter must be within published national voltage (e.g. ANSI/IEEE Standard C84.1) and harmonic (e.g. ANSI/IEEE Standard 519) standards. The System must operate in synchronism with Trico's electric distribution system at 60 Hz. The System shall not inject direct current (DC) in Trico's alternation current (AC) system. In addition to these standards, the customer's System shall not cause any noticeable interference with telephone, radio, computer or other communication systems of Trico or any of Trico's other customers. If the customer's power quality does not meet these standards or the System interferes with the power quality of other Trico customers, Trico reserves the right to disconnect the System from its electric distribution system.
- 3.2 Trico's flicker standard is defined as: Any system or load shall not affect the voltage of other Trico customers to such an extent that the disturbance is perceived and irritating to other customers. This is approximately a 2-3 volt dip on a 120 volt basis for a very short period of time.

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#### 4.0 PROTECTION REQUIREMENTS

- 4.1 The inspections in sections 2.4, 2.5, 2.6 and 2.7 are intended to ensure that the System shall automatically disconnect from Trico's distribution system is Trico or other personnel open an upstream breaker, fuse or switch to de-energize the utility power source. Without automatic disconnection, the System could potentially back-feed and energize Trico's distribution power lines. This condition is called "islanding" and is extremely dangerous because Trico or other personnel will have assumed that they have isolated Trico's power source and could potentially be electrocuted by the customer's System back-feeding Trico's system. It is the customer's responsibility to ensure that the System will automatically disconnect from Trico's distribution system under these conditions. The customer is liable for any damages or injuries should this condition occur. Trico recommends that the customer secure liability insurance to protect them from potential financial risk.
- 4.2 Trico transmission and distribution protective devised will automatically trip open due to temporary or permanent faults (lightning strikes, etc.) and may automatically re-close. It's the customer's responsibility to ensure that the System has automatically disconnected from the utility before a Trico distribution or transmission protective device automatically recloses onto the System out of synchronism. Trico is not responsible for any damage caused by its protective device automatically opening, or reclosing on the customer's System out of synchronism.
- 4.3 The following minimum protection is required by Trico to prevent the System from islanding. The System must automatically disconnect from the utility within two seconds (120 cycles) after the voltage deviates outside a voltage range of 88-100 percent of nominal 120/240 volts. The System must automatically disconnect from the utility within 0.1 second (6 cycles) after the frequency deviates outside the frequency range of 59.3-60.5 Hz. After the System has disconnected form the utility, it shall remain disconnected until voltage and frequency is within the normal voltage and frequency ranges for a minimum of 60 seconds.
- 4.4 In addition to the minimum protection required by Trico, it is the customer's responsibility to ensure that all additional personnel safety and equipment protection devised required by all other applicable technical standards, safety codes and equipment manufacturers' specifications are properly installed and operational. Trico is not responsible for the protection of the customer's System.

#### 5.0 INSPECTIONS

- 5.1 The customer shall furnish, install, operate and maintain in good working order and repair without cost to Trico: the said System, in compliance with the plans and specifications as furnished and/or defined by the Interconnection Agreement.
- 5.2 Trico may conduct an inspection at least once per year or as needed at no cost to the customer. The customer will provide Trico personnel with reasonable access to the System to conduct inspections. The inspections will consist, at minimum, of a visual inspection of required equipment and a test to certify that he System will disconnect properly from the utility when the utility power is disconnected.

#### 6.0 EQUIPMENT PROVIDED BY THE CUSTOMER

6.1 The System provided by the customer shall be in compliance with Trico's Rules, Regulations and Line Extension Policies and Tariffs as approved by the Arizona Corporation Commission.

#### 7.0 SURVEYS AND RESEARCH

7.1 Trico may install service equipment and metering for surveys and research, at Trico's cost, on the customer's premises providing notification, plans and specifications or such revisions to the customer's plan and specifications.

#### 8.0 INDEMINIFCATION

8.1 The customer hereby agrees to indemnify and hold harmless Trico, its directors, officers, employees, agents, and representatives and its indemnitors against and from any and all loss, damage, demands, claims or actions, including but not limited to any expenses, costs and attorneys' fees, for or on account of injury, bodily or otherwise, to or death of any persons, or damage to or destruction of property belonging to Trico or others, in any manner resulting from, or arising out of, any operations by the customer's facilities.

Trico hereby agrees to indemnify and hold harmless the customers, its directors, officers, employees, agents and representatives and its indemnitors against and from any and all loss, damage, demands, claims, or actions, including but not limited to any expenses, costs and attorneys' fees, for or on account of injury, bodily or otherwise, to or death of any persons, or damage to or destruction of property belonging to Trico or others, in any manner resulting from, or arising out of any operations by Trico or its facilities.

#### 9.0 LIMITATION OF LIABILITY

9.1 TRICO SHALL NOT BE LIABLE FOR ANY ACTIONS OR OMISSIONS IN ITS PERFORMANCE OF THESE INTERCONNECTION REQUIREMENTS UNLESS CAUSED BY TRICO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT THALL TRICO, ITS OFFICERS, DIRECTORS, EMPLOYEES OR ANGENTS BE LIABLE TO THE CUSTOMER FOR LOSS OF PROFITS OR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE, HOWEVER CAUSED, RESULTING FROM TRICO'S PERFORMANCE HEREUNDER.

<sup>\*</sup>Please see Trico Electric Cooperative, Inc. Interconnection Requirements for Distributed Generation document for complete interconnection requirements