

VERSION [4.2]  
MARCH 5, 2019



## INTERCONNECTION APPLICATION

### OWNED GRID-TIED SYSTEMS



PO Box 930 • Marana, Arizona 85653-0930 • (520) 744-2944, ext. 1524 • [www.trico.coop](http://www.trico.coop)

*Trico is an equal opportunity provider and employer*



# SunWatts PV Interconnection Program

**IMPORTANT NOTICE:** AT ITS OPEN MEETING HELD FEBRUARY 8, 2017, the ARIZONA CORPORATION COMMISSION (ACC) APPROVED NEW RATES AND CHARGES FOR TRICO IN DECISION NO. 75976. THE ACC ALSO ADOPTED MODIFICATIONS TO THE COMPENSATION RATE FOR SOLAR ENERGY GENERATED OVER AND ABOVE WHAT IS USED BY RESIDEE TIAL MEMBERS. FOR MEMBERS WHO SUBMIT ROOFTOP SOLAR APPLICATIONS **AFTER FEBRUARY 24, 2017**, SOLAR GENERATED IN EXCESS OF THE MEMBER'S OWN NEEDS WILL BE PURCHASED BY TRICO AT THE THEN CURRENT EXPORT RATE. **TO FIND CURRENT TARIFFS PLEASE VISIT TRICO'S WEBSITE AT [WWW.TRICO.COOP](http://WWW.TRICO.COOP).**

Please refer to Trico's website, [www.trico.coop](http://www.trico.coop), 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 **PRIOR** to system installation (**NOTE: ALL FORMS MUST BE TYPED. NO HANDWRITTEN FORMS WILL BE ACCEPTED**):
  - a. PV System Qualification Form
  - b. On-Grid PV Interconnection Enrollment Form
  - c. Attachment A Disclaimer Acknowledgement
  - d. DG Energy Export Tariff Application
  - e. Required permit (s) or permit (s) application
  - f. System Diagrams/Drawings
    - i. Site plan
    - ii. 1 Line Diagram
    - iii. 3 Line Diagram
    - iv. Equipment spec sheets
  - g. Executed Lease Agreement (required for Leased Systems only)
  - h. System Quote (required for Purchased Systems only)
  - i. Interconnection Agreement\*

\*This document must be submitted prior to system interconnection.

**(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) The application must include a site plan, electrical one-line and three-line diagram of the PV installation. Copy of plans should contain or state the following:
  - a. **Contain the model number of the service panel. If the Main Service panel is a pedestal or not known, the following photos should be included with the application:**
    - i. Main Service Panel with cover
    - ii. Main Service Panel with cover removed full panel should be visible
    - iii. If available, a photo of diagram within the Main Service Panel
  - b. Indicate the inverter brand, model, and operating characteristics.
  - c. Include the PV module brand and specifications.
  - d. Site plan must be submitted showing the 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.
  - e. On rooftop-mounted PV arrays, plans will show that ground-fault protection will be provided.
  - f. 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
  - g. 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.
  - h. 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."
  - i. Cut sheets/Spec sheets should be included for Inverter, Solar Panel, and Main Service Panel.
- 5) Trico will review the documents listed above for program requirement compliance and will notify the contractor of the following:
  - a. If the system complies, the contractor will be emailed, and the system installment may commence.
  - b. If the system does not comply, the application will be denied and the contractor will be notified. The 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.
- 6) 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.

- 7) 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
  
- 8) 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. **Should Trico be required to re-inspect the PV system, the Trico Member will be charged a \$50 return trip charge for each additional trip in accordance with the Trico Schedule of Special Charges Tariff.**
  
- 9) 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.**
  
- 10) 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.
  
- 11) Completed SunWatts Enrollment Forms can be mailed/emailed to Trico at:  
Trico Electric Cooperative  
Attn: SunWatts  
PO Box 930  
Marana, AZ 85653  
  
Questions?  
Email: [sunwatts@trico.coop](mailto:sunwatts@trico.coop)  
Phone: (520) 744-2944, ext. 1524

# PV System Qualification Form

## MEMBER INFORMATION

Member Name (account holder): \_\_\_\_\_  
Co-Applicant's Name: \_\_\_\_\_  
Member Service Address: \_\_\_\_\_  
Member Account Number: \_\_\_\_\_  
Member Email: \_\_\_\_\_  
Member Telephone Number: \_\_\_\_\_

## PHOTOVOLTAIC INVERTER INFORMATION

Manufacturer:	A. _____	B. _____	C. _____
Model Number:	A. _____	B. _____	C. _____
Nameplate rating (kW-AC)	A. _____	B. _____	C. _____
Number of Units:	A. _____	B. _____	C. _____

## SYSTEM PERFORMANCE & SOLAR ARRAY DATA

Solar Panel Manufacturer: \_\_\_\_\_  
Solar Panel DC Wattage: \_\_\_\_\_  
Total Number of Solar Panels: \_\_\_\_\_  
Total Size of System DC: \_\_\_\_\_  
Estimated Annual kWh Output: \_\_\_\_\_  
Total System Cost: \$ \_\_\_\_\_ PV Cost: \$ \_\_\_\_\_ Labor Cost: \$ \_\_\_\_\_  
The Main Service Panel will be upgraded/modified: Yes No

## CONTRACTOR INFORMATION

Contractor Name (as listed with AZROC): \_\_\_\_\_  
Contractor's Company (as listed with AZROC): \_\_\_\_\_  
Contractor License Number: \_\_\_\_\_  
Contractor Mailing Address: \_\_\_\_\_  
Contractor Telephone Number: \_\_\_\_\_  
Contractor Signature: \_\_\_\_\_  
  
Electrician Name (Please print): \_\_\_\_\_  
Electrician License Number: \_\_\_\_\_  
Electrician Telephone Number: \_\_\_\_\_  
Electrician Signature: \_\_\_\_\_

# 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 system shall be installed in compliance with IEEE 929 Recommended Practice for Utility Interface of Photovoltaic (PV) System and the latest edition of the National Electric Code. The PV system components are listed and tested by NRTL to UL Standard 1741 and IEEE-1547.
- 2. The customer's PV system components are certified as meeting the requirements of IEEE-1547-Recommended national standards for interconnection of distributed generation.
- 3. 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.
- 4. 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 & 705 where applicable, and all grounding, conductor, raceway, overcurrent protection, disconnect and labeling requirements.
- 5. 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.
- 6. The customer's PV system shall meet all of Trico's and the Arizona Corporation Commission interconnection requirements for self-generation equipment.
- 7. The customer's PV system installation shall meet Trico's Interconnection Requirements for Distributed Generation.
- 8. All customer PV system installations shall be completed in a professional, workmanlike and safe manner.

Member Service Address: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Company: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Member Name(account holder): \_\_\_\_\_

Member's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Co-Applicant's Name: \_\_\_\_\_

Co-Applicant's Signature: \_\_\_\_\_

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).

1. 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 including but not limited to the energy export rates. 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, service fees, and rate tariff designs 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. Neither Trico nor the Commission accepts nor supports the validity of any future electricity rate projections which may be presented to you by a third party and 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.

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

Member Name: \_\_\_\_\_

Member's Signature \_\_\_\_\_

Member Service Address: \_\_\_\_\_

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

Date: \_\_\_\_\_



# DG Energy Export Tariff Application

You **MUST** sign up to participate in the Trico DG Energy Export Tariff. Please review the DG Energy Export Tariff, which can be found on Trico's website at [www.trico.coop](http://www.trico.coop), 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.

**Please print:**

Member Name: \_\_\_\_\_

Member Service Address: \_\_\_\_\_

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

Member Account Number: \_\_\_\_\_

By signing below, you are indicating that you have read and understand the provisions of the Trico Electric Cooperative, Inc. DG Energy Export Tariff and wish to apply to take service under this Tariff at this time.

\_\_\_\_\_  
Member 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](mailto:Sunwatts@trico.coop)



## Interconnection Agreement (Owned Residential Grid-Tied System)

This Interconnection Agreement (“**Agreement**”) is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (“**Effective Date**”) by and between Trico Electric Cooperative, Inc., a non-profit corporation organized and existing under the laws of the State of Arizona (“**Trico**”), and \_\_\_\_\_ (“**Member**”). Trico and Member may be referred to individually herein as a “**Party**” or collectively as the “**Parties**.”

### RECITALS

A. Member intends to construct and own a renewable electricity generation system and will have title to the RECs (as defined below) associated with such system;

B. 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

C. Member desires to participate in Trico’s photovoltaic renewable energy program and Trico desires for Member 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

#### 1. **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.

1.2 “Member System” means the \_\_\_\_\_ output (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>, NO<sub>x</sub>, 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**

Member 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 [www.trico.coop](http://www.trico.coop). Failure to perform such obligations may result in cancellation of the Member System Program reservation.

## **3. MEMBER RENEWABLE ENERGY SYSTEM**

Member 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. Member 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**

Member 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 Member of such noncompliance. Trico will have no further obligation under this Agreement until all such deficiencies are remedied by Member 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. 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 shall provide Trico with reasonable access to the Member System to conduct any such inspection.

**6. OWNERSHIP OF RENEWABLE ENERGY CREDITS**

Member 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. Member 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, Member 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. MEMBER SYSTEM REMOVAL**

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 REPRESENTATIONS**

The 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 Member to Trico of any RECs hereunder:

9.1 Member is the true and lawful owner of, and has good title to, all RECs transferred from Member to Trico hereunder, free and clear of all liens and encumbrances;

9.2 To Member's knowledge, no third party, has sold, traded, assigned or otherwise transferred any RECs due to be transferred from Member to Trico hereunder to any party other than Trico;

9.3 Member has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, including, without limitation, the transfer of any RECs to Trico; and

9.4 Member is 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 MEMBER FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGE, HOWEVER CAUSED, RESULTING FROM TRICO'S PERFORMANCE HEREUNDER.

## **11. INDEMNIFICATION**

Member agrees 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 Term. 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 Termination. Trico may terminate this Agreement:

i. on thirty (30) days written notice to Member in the event 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 Member in the event that Member: (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. upon (30) days prior written notice to Member 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;

iv. 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

v. immediately upon written notice to Member in the event the Member System Program reservation is cancelled by Trico under the Program.

12.3 Force Majeure. Either Trico or Member may terminate the Agreement as provided in Section 13.8 below.

12.4 Mutual Agreement. The Agreement may be terminated at any time by mutual written agreement of the Trico and Member.

12.5 Effect of Termination. 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 Modification, Waiver and Severability. 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 Assignment. This Agreement and the rights, duties, and obligations hereunder may not be assigned or delegated by the Member without the prior written consent of Trico.

13.3 Governing Law and Venue. 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 Entire Agreement. 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 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

13.6 Titles and Captions. 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 Expenses and Attorney's Fees. 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 Force Majeure. 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 Member Sale of Premises. 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. 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 notify Trico of the intent to sell or transfer the Premise and will work with Trico to execute an Assignment and Assumption 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 Compliance with Law. 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 Survival. 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 No Third-Party Beneficiaries. 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 Notices. 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](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](mailto:program.intake@usda.gov).

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

**Member:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**[signatures on following page]**



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

**TRICO ELECTRIC COOPERATIVE, INC.**

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

Title: Manager, Public Affairs &  
Sustainable Energy Programs

**MEMBER**

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

Print Name: \_\_\_\_\_