

NON-FERC INTERCONNECTION EVALUATIONS
AGREEMENT (BTM/R-DER)
**(for a proposed interconnection of a Generating Facility
to APS's distribution or transmission system)**

This Non-FERC Interconnection Evaluations Agreement (this **Agreement**) is entered into by and between Arizona Public Service Company (APS or Company), an Arizona corporation, and _____, a _____ (**Applicant**), hereinafter referred to individually as "**Party**" or collectively as "**Parties.**"

RECITALS

- A. Applicant is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility to be located at _____ (the **Generating Facility**).
- B. Applicant proposes to interconnect the Generating Facility with APS's electric distribution or transmission system through APS's Non-FERC interconnection process.
- C. APS may conduct up to four different evaluations that can be helpful regarding Applicant's decision to move forward with the proposed interconnection. The four evaluations are: 1) Supplemental Review, 2) Interconnection Feasibility Study 3) System Impact Study, and 4) Facilities Study. These evaluations are more fully described in Article 26. Interconnection of Distributed Generation Facilities, Sections R14-2-2619 and R14-2-2620, as well as the APS Interconnection Requirements Manual Sections 2 and 16.
- D. APS is willing to undertake the evaluations provided for in this Agreement if Applicant advances to APS the required payment associated with each particular evaluation, as well as provide the Minimal Required Information for each evaluation as described in Exhibit A, Exhibit B, or Exhibit C.
- E. Applicant would like APS to prepare one or more of the evaluations, as agreed to below, even though it has not yet been determined that Applicant will proceed with the interconnection of its Generating Facility to APS's electric system; and
- F. Depending upon the outcome of the Facilities Study (if one is performed pursuant to this Agreement), the Parties may enter into further agreements providing for the design and construction of certain facilities and enhancements to APS's electric distribution and transmission system that are needed to allow for the interconnection of Applicant's Generating Facility to APS's system.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals and further consideration of the covenants and agreements contained herein, the Parties agree as follows:

- 1. Applicant hereby requests that APS prepare the following evaluation(s), and Applicant hereby pays to APS the applicable estimated sum as set forth below:

___ Supplemental Review	\$X
___ Interconnection Feasibility Study	\$X
___ System Impact Study	\$X
___ Facilities Study	\$X

2. The Parties agree the evaluation(s) outlined in this agreement are subject to the processes and procedures outlined in Article 26. Interconnection of Distributed Generation Facilities, Sections R14-2-2619 and R14-2-2620, as well as the APS Interconnection Requirements Manual Section 16, unless mutually agreed upon by both parties and confirmed in writing.
3. APS hereby agrees to prepare the evaluation selected in Paragraph 1 above, upon Applicant submittal of Minimal Required Information for each evaluation as described in Exhibit A, Exhibit B, or Exhibit C along with the appropriate payment as provided in Paragraph 1 above.
4. APS will use good faith efforts to complete the evaluation(s) selected within the timeframes outlined in Article 26. Interconnection of Distributed Generation Facilities, Sections R14-2-2619 and R14-2-2620, unless mutually agreed upon by both parties and confirmed in writing.
5. If the evaluation(s) results are conducive to pursuing an interconnection of Applicant's Generating Facility to APS's electric system, the Parties agree to proceed as outlined in Article 26. Interconnection of Distributed Generation Facilities, Sections R14-2-2619, R14-2-2620, and R14-2-2621 unless mutually agreed upon by both parties and confirmed in writing.
6. If Applicant elects to proceed with the interconnection of its Generating Facility to APS's electric system and executes APS's standard form agreements providing for the design and extension of facilities required to accomplish such interconnection, any excess funds or shortage from the Facilities Study payment will be applied to the payment obligations as set forth in such agreements.
7. This Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, or assigns of the Parties to this Agreement; provided however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Applicant's assignee until such assignment or other transfer is approved and accepted in writing by APS.
8. If either Party successfully brings suit to compel performance or for breach of this Agreement, the successful Party shall be entitled to recover reasonable attorney's fees and costs, including reasonable expert witness fees.
9. This Agreement constitutes the final and complete agreement between the Parties concerning its subject matter and supersedes all prior agreements and conduct, whether written or oral.

This Agreement has been executed by duly authorized representatives of the Parties and shall be effective as of the date signed by APS (the **Effective Date**).

ARIZONA PUBLIC SERVICE COMPANY

APPLICANT OR APPLICANT'S REPRESENTATIVE

SIGNATURE _____

SIGNATURE _____

NAME _____

NAME _____

TITLE _____

TITLE _____

DATE _____

DATE _____

APS Invoice No: _____

MAILING ADDRESS _____

Prepared By: _____

Amount Paid (*same amount stated in Paragraph No. 1 of this Agreement*): _____

Date Received: _____

PERMANENT PHONE NUMBER _____

The individual executing this Agreement on behalf of Applicant represents and warrants: (i) that he or she is authorized to do so on behalf of Applicant; (ii) that he or she has full legal power and authority to bind Applicant in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.