



# SOLAR ENERGY PROGRAM

## OG-300 SOLAR WATER HEATING APPLICATION & AGREEMENT

### INSTRUCTIONS

This is the application for solar water heating installations through the EarthWise Solar Energy Program. The incentive is \$0.50/kWh of estimated energy savings (based on the SRCC OG-300 rating). Complete the form and include a copy of the building permit and a quote to apply for this incentive. Please send the application via e-mail, fax or mail to the address below.

Mail: SRP EarthWise Solar Energy  
Mail Stop PAB 355  
P.O. Box 52025  
Phoenix, AZ 85072-2025

Fax: (602) 236-6690

E-mail: EarthWiseSolar@srpnet.com

### CUSTOMER

Name on SRP Account \_\_\_\_\_ Daytime Phone # \_\_\_\_\_

Spouse Name \_\_\_\_\_ Evening Phone # \_\_\_\_\_

Service Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

E-mail \_\_\_\_\_

Form completed by \_\_\_\_\_ Phone \_\_\_\_\_

### INSTALLER

Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Contact \_\_\_\_\_ Fax \_\_\_\_\_

E-mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

License(s) Number:  C-04 \_\_\_\_\_  C-37 \_\_\_\_\_  C-37R \_\_\_\_\_

K-74 \_\_\_\_\_  K-77 \_\_\_\_\_  K-78 \_\_\_\_\_

**EQUIPMENT DEALER** ( Same as Installer)

Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Contact \_\_\_\_\_ Fax \_\_\_\_\_

E-mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

**SOLAR WATER HEATING SYSTEM INFORMATION**

Existing Building  New Building

Equipment Manuf. \_\_\_\_\_ Model # \_\_\_\_\_ Qty. \_\_\_\_\_

SRCC OG-300 Rating \_\_\_\_\_ kWh

Type:  Forced Circulation  Thermosyphon  Integral Collector Storage (ICS)  Self-Pumping

Estimated Installation Date: \_\_\_\_\_

**SRP Incentive Calculation:**  $\frac{\$0.50 / \text{kWh}}{\text{(SRP Incentive)}} \times \frac{\text{_____}}{\text{(OG-300 Rating)}} = \$ \frac{\text{_____}}{\text{(Total Incentive)}}$

**SRP EARTHWISE SOLAR ENERGY TERMS AND CONDITIONS**

This SRP EarthWise Solar Energy Water Heating Agreement (“Agreement”) is entered into by and between Customer and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing pursuant to the laws of the State of Arizona (“SRP”), sometimes referred to individually as a “Party” and collectively as the “Parties”. The definitions and information included in the SRP EarthWise Solar Energy Water Heating Application are also incorporated into this agreement. The Parties agree as follows:

**QUALIFICATIONS**

1. Customer is an SRP account holder and will install the solar water heating system (“Solar System”) in SRP service territory. For new construction, the Builder is the Customer until sale of the property.
2. Only SRP customers are eligible.
3. Customer may elect to have a separate entity (“Third Party”) design, install, own or operate the Solar System and satisfy some or all of the terms of this Agreement via separate contractual agreement with the Third Party.

**INSTALLATION & EQUIPMENT SPECIFICATIONS**

4. Customer must use a licensed contractor. Eligible license classifications include: C-04, C-37, C-37R, K-74, K-77 and K-78. To verify a contractor’s license validity, please visit the Arizona Registrar of Contractors website at [www.azroc.gov](http://www.azroc.gov). If the vendor subcontracts installation to another company, both the vendor and installer must be licensed. SRP shall not be held liable for any damages or other problems resulting from the Solar System or installation to the Solar System.
5. Solar Systems must be permitted and inspected as required by local and state codes.
6. Solar pool heating systems are not eligible.

7. Solar Systems installed before September 1, 2004 are not eligible.
8. Only Solar Rating and Certification Corporation (SRCC) OG-300 certified Solar Systems are eligible for the EarthWise Solar Energy Program. A list of OG-300 certified Solar Systems is available at the SRCC's web site at [www.solar-rating.org](http://www.solar-rating.org).
9. ICS systems shall have a minimum collector piping wall thickness of 0.058 inches. When specifying an ICS system please enclose documentation to support this requirement.
10. Customer shall own and be responsible for the design, installation, construction, operation and maintenance of the Solar System in accordance with all manufacturers' requirements, all applicable codes and laws, and the requirements of all governmental agencies having jurisdiction. SRP does not warrant or guarantee the amount of energy, energy savings, or product reliability.

## INCENTIVE

11. Customer is eligible for one EarthWise Solar Energy Incentive ("Incentive") per account, unless the Customer has multiple existing water heating systems. Customer shall apply separately for each Solar System Incentive.
12. SRP will pay an Incentive of \$0.50 per installed kWh of estimated energy savings (based on the SRCC OG-300 rating). Gas solar water heating systems are eligible for an Incentive. To convert the SRCC gas water heater rating from therms to kilowatt-hours multiple the therm rating by 29.3 and round to the nearest whole number to get the kilowatt-hour equivalent. SRP will pay the Incentive after the Customer submits a copy of the invoice and the permit clearance issued, if required by the jurisdiction having authority.
13. An annual spending cap is set for EarthWise Solar Energy Water Heating Incentives. After this cap is reached, reservations will be taken for next year's Incentive budget.
14. SRP reserves the right to adjust the Incentive and spending cap at any time based on participation. SRP wishes to maximize the number of customers who can participate and might reduce the Incentive per Solar System if the Incentive budget is quickly reserved for the entire year. This decision will be made before accepting reservations for future years' Incentives.
15. SRP is not responsible for any tax liability imposed on Customer as a result of the Incentives under this program.
16. In exchange for the EarthWise Solar Energy Incentive SRP has reserved for and will pay to Customer, Customer shall sell, transfer and deliver to SRP (using the form of Bill of Sale attached as Exhibit A) all Environmental Attributes and Environmental Attribute Reporting Rights, as such terms are defined below, associated with the generation of energy by the Solar System for a period of 20 years. If the Solar System is owned by a Third Party, Customer shall require Third Party to sell, transfer and deliver to SRP (using the form of Bill of Sale attached as Exhibit A) all Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of energy by the Solar System for a period of 20 years. This provision shall survive the termination of this Agreement and any subsequent sale(s) of the Solar System. "Environmental Attributes" shall mean any and all fuel, emissions, air quality, or other environmental characteristics, including green energy tags, renewable energy credits, or certificates attributable to the metered output generated by the Solar System during the operating life of the Solar System and in which Customer or Third Party owner has property rights or will have property rights upon such attributes coming into existence. "Environmental Attributes Reporting Rights" shall mean all rights to report ownership of the Environmental Attributes to any person or entity under Section 1605(b) of the Energy Policy Act of 1992, any successor or replacement statutes, or otherwise.
17. The amount of renewable energy credits allocated will be based on the SRCC OG-300 system rating for Phoenix, Arizona.
18. The Incentive will be reserved after a completed application is received and approved by SRP. Customer has six (6) months to install the Solar System from date the Incentive is reserved. After six (6) months, Customer's reservation of Incentive expires. If Incentive budget is available, and Customer is still planning to install the Solar System, a new reservation will be made at the current Incentive rate.

19. For new home construction with planned installation beyond six (6) months, please estimate installation date. Incentive will be reserved based on Incentive level at time of installation. Incentive will be reserved for up to three (3) months past estimated installation date.

**ADDITIONAL INFORMATION**

20. Customer agrees to let SRP use data from Customer’s Solar System in research activities and to publish the data.

21. SRP reserves the right to reject any application that does not meet the terms or conditions of the EarthWise Solar Energy Program.

22. This Agreement shall be interpreted, governed by, and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and Customer agree that any action, suit, or proceeding arising out of or relating to this Agreement shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the Parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Agreement.

This Agreement is dated and effective as of the latest signature date below.

“CUSTOMER”:

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

Name: \_\_\_\_\_ /Customer  
Print Name

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

By: \_\_\_\_\_  
Signature (Spouse)

Name: \_\_\_\_\_ /Customer  
Print Name (Spouse)

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

“SRP”:

By: \_\_\_\_\_  
EarthWise Solar Energy Program Manager

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

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

**EXHIBIT A**  
**Form of**  
**Bill of Sale**  
**for**  
**Environmental Attributes**  
**and**  
**Environmental Attribute Reporting Rights**

Customer ("Seller") hereby sells, transfers and delivers to the Salt River Project Agricultural Improvement and Power District ("SRP") all of its right, title, and interest in and to the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of energy by the Solar System described in the Residential Solar Water Application and Agreement (the "Agreement") between the parties. Capitalized terms used but not defined herein shall have the same meanings set forth in the Agreement.

The Solar System is located at \_\_\_\_\_.

This Bill of Sale shall only transfer the Environmental Attributes and Environmental Attribute Reporting Rights generated by the Solar System for a period of twenty (20) years. SRP shall have no interest in any Environmental Attributes or Environmental Attribute Reporting Rights generated after such period.

Seller anticipates (based on the SRCC OG-300 rating for Phoenix, AZ) the Solar System will offset approximately \_\_\_\_\_ kilowatt hours per year.

Seller attests, warrants and represents as follows:

- i) to the best of its knowledge, the information provided herein is true and correct; and
- ii) its sale to SRP is and will be its one and only sale of the Environmental Attributes and Environmental Attribute Reporting Rights (including, without limitation, renewable energy credits (i.e., "RECs")) with respect to the energy generated by the Solar System and no third party has claimed or can claim any interest in such Environmental Attributes or Environmental Attribute Reporting Rights.

CUSTOMER:

SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER DISTRICT:

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

By: \_\_\_\_\_  
\_\_\_\_\_, Program Manager

Its: \_\_\_\_\_

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

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