

Project Pre-Approval Application Form

Service Providers may use this form to apply for incentive funds from PV incentive programs in Texas administered by Frontier Associates and Clean Energy Associates. This form must be used with the latest version of Adobe Reader (available at <http://get.adobe.com/reader>).

1. SERVICE PROVIDER IDENTIFICATION (Who is submitting this form to request funding for the project?)

Service Provider Name: _____
 Service Provider Contact Email For This Project: _____
 Electrical Contractor Who Will Offer, Perform and Permit Electrical Work for this Project:
 Company Name: _____ License #: _____

2. CUSTOMER INFORMATION (Who pays the electric bill at the proposed installation address listed in 4, below?)

Customer class: Residential
 Customer First Name: _____ Last Name: _____
 Company Name (if applicable): _____
 Customer Address Line 1: _____
 Customer Address Line 2: _____
 City: _____ County: _____ State: _____ Zip Code: _____
 Phone Number: _____ Email: _____

3. INSTALLATION ADDRESS (What is the service address where the system will be installed/interconnected?)

Check here if same as #2 (Customer) and skip to next section
 Address Line 1: _____
 Address Line 2: _____
 City: _____ County: _____ State: TX Zip Code: _____
 Interconnected Meter ESI-ID #: _____
 Annual kWh consumed: _____ (kWh/yr) estimated actual (from bills)
 There is an existing PV system at this site. Existing capacity: _____ (kWdc, to 3 decimal places)
 Site Contact Person: _____ Phone Number: _____ Email: _____

4. SYSTEM OWNER (Who will own the system once it is installed?)

Check here if #1 (Service provider) or #2 (Customer), and skip to next section
 Owner First Name: _____ Last Name: _____
 Company Name (if applicable): _____
 Owner Address Line 1: _____
 Owner Address Line 2: _____
 City: _____ State: _____ Zip Code: _____
 Phone Number: _____ Email: _____

5. PROPOSED NEW INSTALLATION

Mounting Type: Roof Ground Pole Other _____
 Construction Type: New construction Existing construction
 Permanently affixed to structure: Yes No
 Proposed system capacity: _____ (kWdc, to 3 decimal places)
 Proposed construction start date: _____ Completion date: _____

5. PROPOSED NEW INSTALLATION (CONTINUED)

5.A. Solar PV Module Information by Array (see PVWatts for more information about each input)

Manufacturer	Model	Type (Standard, Premium, or Thin Film)	Watts (dc-stc)	# of Modules	Tilt (flat = 0; vertical=90)	Orientation (south=180)	Estimated Shading (%)

List as separate arrays modules of a different make/model and/or differences in tilt or orientation >5 degrees.
 Array Tracking Type: Fixed Single-axis Dual-axis

5.B. Inverter Information

Manufacturer	Model	AC Rating (kWac)	# of Inverters

Does the installation have a backup battery? Yes No If yes, what size? _____ (Amp-hour)

5.C. Estimated Annual Energy Production

- i. _____ kWh/yr, **proposed** system, PVWatts at *proposed* Location (default TMY2 weather file)/kWdc/Module Type/Array Type/Tilt/Azimuth; System Losses factor adjusted only for shading
- ii. _____ kWh/yr, **reference** system, PVWatts at *proposed* Location (default TMY2 weather file)/kWdc, *default* Module Type/Array Type/Tilt/Azimuth/System Losses factor
- iii. proposed/reference = _____ (must be greater than 0.80 or 80% to qualify for incentive)

6. CUSTOMER COST AND INCENTIVE RESERVATION REQUEST

Systems Purchased by Customer or Leased Systems
 Total Installation Price: \$ _____ Total Installation Cost: \$ _____ (reported to IRS)
 (without battery): \$ _____ Initial Monthly Lease Amt: \$ _____ Lease Term: _____ Years
 Purchase Price at End of Lease Term: \$ _____

7. INCENTIVE REQUEST (incentive levels subject to change, see program website for latest information)

Capacity Tier	A. Incentive Level (\$/Wdc)	B. Capacity (kWdc)	Incentive (\$, = A x B x 1000)
0-10 kWdc	\$0.80		

8. INCENTIVE RECIPIENT (To whom should we direct the incentive payment?)

Check here if #1 (Service provider) or #2 (Customer) or #4 (System owner), and skip to next section

Recipient Name: _____ Tax ID#: _____
 Recipient Address Line 1: _____
 Recipient Address Line 2: _____
 City: _____ Zip Code: _____
 Phone Number: _____ Email: _____

9. ADDITIONAL INFORMATION ATTACHED

- PVWatts estimate of annual energy production for **proposed** system (from Estimated Annual Energy Production section)
- Copy of recent customer electric bill for installation location
- Copy of signed customer contract
- Map of location for the installation site (for new construction projects only)
- W-9 attached (required for **all** incentive recipients other than residential customers)

10. SERVICE PROVIDER SIGNATURE

Service Provider hereby attests that all information provided on this form is truthful and accurate, that the proposed system meets all program requirements, that the installation will be conducted in accordance with all program requirements and in a professional manner, and that installation will be completed within the applicable incentive reservation period.

Signature of Authorized Officer	Printed Name	Title	Date

11. CUSTOMER SIGNATURE

The undersigned (hereinafter "Customer") is an electric delivery customer of an electric utility (Utility) sponsor of a solar PV incentive program, and has submitted to participate in the solar PV incentive program (the "Program") offered by the Utility and implemented by Frontier Associates ("Implementer"). In consideration of participation in the Program, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Customer hereby agrees as follows:

- Renewable energy credits (RECs) and other environmental credits: Once operational, owners of distributed renewable generation systems may be eligible to earn, sell, and/or retire renewable energy credits (RECs) in accordance with applicable utility incentive program policies, laws and rules. The following utility policies regarding RECs and other environmental credits apply:
 - TNMP: Owners of distributed renewable generation facilities also own all renewable energy credits (RECs), if any, or other environmental credits, if any, associated with projects receiving incentives under the TNMP Residential Standard Offer Program Solar PV installations. Distributed renewable generation owners may register their generating units and create solar renewable energy credits on a monthly basis as provided by the Texas Public Utility Commission.
- That Customer hereby attests to their intent to purchase and install the proposed system described in this pre-application within the applicable incentive reservation period contingent upon approval of this incentive reservation request.
- THAT CUSTOMER HEREBY ATTESTS THAT THE INSTALLATION WILL BE PERMANENT AND THE CUSTOMER'S INTENT IS THAT THE PROPOSED SOLAR ENERGY SYSTEM WILL REMAIN INSTALLED AT THE PROPOSED INSTALLATION LOCATION FOR THE EXPECTED SYSTEM LIFE.
- That the submission of an application by Customer to participate in the Program does not guarantee receipt of incentives unless the Program guidelines have been met. Program specific roles, responsibilities, requirements, policies and guidelines are subject to change and are covered in the latest version of the Program Manual and any supplements thereto.
- That incentives associated with the Program are only for energy efficiency measures installed at the Customer site(s) that receive service from Utility, as evidenced by an Electric Service Identifier (ESI ID) number, and that Utility may withhold incentive payments committed to the Customer if the project site is proven to not receive service from Utility.
- That the incentive will only be paid to the Customer after receipt of post-project documentation and verification.
- That, while Utility is offering and providing incentive payments to the Customer based on the energy efficiency project, Utility is not supervising the work performed for the Customer and is not responsible in any way for proper completion of that work or proper performance of any equipment purchased. Utility is simply providing funding to assist Customer in implementing energy efficiency savings and/or energy generation measures. Utility does not guarantee any results by its approval of the Customer Participation Agreement, payment of incentives, or by any other of its actions.
- That Utility may include a description of this project, including the Customer's name, organization name, or companies name (if applicable), services provided, project cost and energy savings and/or generation, in reports, studies, and other documentation required by Utility, the Public Utility Commission of Texas, and Texas Legislature. Utility will treat all other information gathered in evaluations as confidential and report it only in the aggregate.
- That Utility is not responsible for any tax liability imposed on the Customer as a result of payment of the incentives and the Customer should consult a tax attorney to determine any potential tax liabilities as a result of receiving

incentives for energy efficiency savings and/or energy generation measures. Utility is not providing tax advice, and any communication by Utility is not intended or written and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.

- That, in the event of a dispute between the Customer and Service Provider (the contractor qualified to participate in the Program) or the Program Implementer, the Customer may file a complaint with the Public Utility Commission of Texas concerning the Service Provider and/or Program Implementer and that Utility will play no such role in resolving such dispute.
- To provide Utility, Implementer, and/or Service Provider with access to the installation for performance evaluation purposes throughout the useful life of the system.
- To provide Utility, Implementer, and/or Service Provider with access to and/or copies of the Customer's utility bills, project documentation, all invoices related to the purchase and installation of the energy efficiency measure, and technical and cost information related to or arising from the project or its participation in the Program.
- To provide any Service Provider or independent measurement and verification person selected by Utility or the Public Utility Commission of Texas, upon three (3) days' prior verbal notice, with full and complete access to the Customer project site for any purpose related to, or arising from, the Program.
- Customer shall not use the Utility trademarks without written approval by Utility.
- Customer shall not communicate with the media about the Program without written authorization and coordination with Implementer and Utility.
- To implement the Solar PV installation, additional agreements and requirements may be imposed by the Public Utility Commission of Texas' regulations and/or the Utility's Tariff.
- THAT ANY REVIEW, INSPECTION, OR ACCEPTANCE BY UTILITY OF THE PROJECT SITE, PROJECT, OR THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION OR MAINTENANCE OF THE MEASURES IS SOLELY FOR THE INFORMATION OF UTILITY AND THAT, IN PERFORMING ANY SUCH INSPECTION OR REVIEW OR IN ACCEPTING THE MEASURES, UTILITY MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OR MECHANABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, CAPABILITY, SAFETY OR RELIABILITY OF THE MEASURES, THEIR INSTALLATION BY A CONTRACTOR OR THEIR COMPATIBILITY WITH THE CUSTOMER'S FACILITIES.
- THAT CUSTOMER, TO THE EXTENT ALLOWED BY LAW, AGREES TO INDEMNIFY UTILITY AND ITS AGENTS, AND EMPLOYEES AGAINST ALL LOSSES, EXPENSES, DAMAGES, ATTORNEYS' FEES AND EXPENSES, JUDGMENTS, COSTS, AND LEGAL LIABILITY (COLLECTIVELY REFERRED TO HEREIN AS "CLAIMS") RELATED TO: 1) INJURY OR DEATH OF PERSONS; 2) DAMAGE TO PROPERTY OR NATURAL RESOURCES; 3) VIOLATION OF ANY LOCAL, STATE, OR FEDERAL LAW OR REGULATION INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL AND HEALTH AND SAFETY LAWS OR REGULATIONS; 4) STRICT LIABILITY IMPOSED BY ANY LAW OR REGULATION; 5) EQUIPMENT MALFUNCTIONS; OR 6) ENERGY SAVINGS SHORTFALLS ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE PROJECT, REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF UTILITY OR SERVICE PROVIDER, WHETHER ACTIVE OR PASSIVE, EXCEPTING ONLY SUCH CLAIMS AS MAY BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UTILITY AND THAT RESULT FROM UTILITY'S ACCEPTANCE OF PROJECT FOR PARTICIPATION IN THE PROGRAM

This Participation Agreement shall be governed by and construed in accordance with the laws of the State of Texas, the parties agree that the proper venue and jurisdiction for any cause of action relating to this Participation Agreement will be Travis County, Texas, unless such cause of action is within the jurisdiction of the Public Utility Commission of Texas ("PUCT"), in which case proper venue and jurisdiction will be at the PUCT.

Customer Signature (Authorized Officer)

Company (if applicable)

Printed Name

Date

Title (if applicable)