

PHOTOVOLTAIC INTERCONNECTION AGREEMENT
FOR
NET ENERGY METERING
FROM
SOLAR ELECTRIC GENERATING FACILITIES

_____ (“Customer-Generator”), and Glendale *Water & Power* referred to collectively as “Parties” and individually as “Party”, agree as follows:

1. SOLAR-ELECTRIC GENERATING FACILITY:

1.1 PVID Number: _____
(Glendale *Water & Power Use Only*)

1.2 PV Array Rating: _____ (EPBB/PBI CSI Rating kW)

1.3 Address: _____

1.4 Facility will be ready for operation on or about _____ (date)

1.5 Location of *Glendale Water & Power* Substation and Circuit (For GWP Use Only):

1.6 Operating Option

Customer-Generator has elected to operate its solar-electric generating facility in parallel with Glendale *Water & Power's* facilities. The solar-electric generating facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements.

2. PAYMENT FOR NET ENERGY

2.1 For all Customer-Owned-Generation rates, GWP will determine for each billing period the energy generated and the energy used. In any billing period where the energy used exceeds the energy generated on the Customer-Generator's premise, the Customer-Generator will be billed for the net energy used. In the event energy generated by the facility exceeds the energy used on the Customer-Generator's premise during any billing period, the amount of the net excess energy will be credited against the Customer-Generator's energy usage in the next billing period. At the end of each 12-month period, where the electricity generated by the eligible customer-generator during the 12-month period exceeds the electricity supplied by the electric service provider during that same period, the eligible customer-generator is a net electricity producer. The Customer-Generator may choose compensation for surplus electricity and elect whether that compensation is kilowatt-hour credit against future electricity consumption or is a financial payment. The Customer-Generator does not need to take any notification action if compensation is a credit to future electricity purchases. Customer-Generator shall notify GWP if they choose to receive financial

reimbursement for net surplus generation. GWP reserves the right to pay the Customer-Generator for such excess kilowatt hours at the current fuel adjustment charge rate, or as otherwise approved by City Council.

- Notification should be made by letter as follows:
 - Addressed and mailed or hand delivered to GWP Customer Service at:
Attention: Customer Service
Glendale Water and Power
141 N. Glendale Avenue, Level 2
Glendale, CA 91206-4496
 - Indicate the Account number, Meter number, and Interconnection Agreement number
 - Include customer of record's name and signature
 - The 12-month annual period will begin at the next meter read date for the affected meter
 - At the end of the 12-month period, GWP will compensate the Customer-Generator based on the written election 12 months earlier.

2.2 Customer-Generator shall pay any amount owing for electric service provided by Glendale *Water & Power* in accordance with applicable rate schedules. Nothing in this Section 2.2 shall limit Glendale *Water & Power's* rights under applicable rate schedules.

3. GREEN POWER RIGHTS

3.1 Customer Generator understands that by accepting the additional green power incentive Customer Generator is obligated to share the green label for all power generated by the solar generating facility for the life of the system with Glendale *Water & Power* in either one of the following ways: 1) Customer Generator retains the right to claim the green power generated by the solar generating facility as consumed on the premises for promotional, LEED, and/or other green building certification purposes; or 2) Customer Generator gives up any right to sell the green label associated with the power generated by the solar generating facility to any third party, and grants Glendale *Water & Power* the sole right to claim the green power rights for renewable portfolio standard and other reporting purposes, including all federal, state, and local regulatory bodies.

4. INTERRUPTION OR REDUCTION OF DELIVERIES

- 4.1 GWP shall not be obligated to accept or pay for, and may require Customer-Generator to interrupt or reduce, deliveries of as-available energy:
- 4.1.1 When necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its system; or
 - 4.1.2 If GWP determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices; or
 - 4.1.3 When the continued operation of the Generating Facility may endanger the integrity of GWP's electric system.

- 4.2 Whenever possible, *GWP* shall give Customer-Generator reasonable notice of the possibility that interruption or reduction of deliveries may be required.
- 4.3 Notwithstanding any other provisions of this Agreement, if at any time *Glendale Water and Power* determines that either:
 - 4.3.1 The Generating Facility may endanger *GWP* personnel, other persons or property; or
 - 4.3.2 The continued operation of Generating Facility may endanger the integrity of *GWP* electric system, shall have the right to disconnect the Generating Facility from *GWP*'s electric system. The Generating Facility shall remain disconnected until such time as *GWP* is satisfied that the condition(s) referenced in 4.3.1 or 4.3.2 of this Section 4.3 has been corrected.

5. INTERCONNECTION

- 5.1 Customer-Generator shall deliver the as-available energy to *Glendale Water & Power* at the utility's meter.
- 5.2 Customer-Generator shall pay for designing, installing, operating, and maintaining the solar-electric generating facility in accordance with all applicable laws and regulations and shall comply with *Glendale Water & Power's* Appendix A, which is attached hereto and incorporated herein.
- 5.3 Customer-Generator shall not commence parallel operation of the generator facility until written approval of the interconnection facilities has been given by *GWP* (the "Initial Operation Date"). Such approval shall not be unreasonably withheld. *GWP* shall have the right to have representatives present at the initial testing of Customer-Generator's protective apparatus.

6. MAINTENANCE AND PERMITS

- 6.1 Customer-Generator shall obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities and shall maintain all facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Appendix A.
- 6.2 Customer-Generator shall reimburse City for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.

7. ACCESS TO PREMISES

GWP may enter Customer-Generator's premises:

- (a) to inspect, at all reasonable hours, Customer-Generator's protective devices and read or test meter; and
- (b) to disconnect, without notice, the interconnection facilities if, in *GWP's* opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or *GWP's* facilities, or property of others from damage or interference caused by Customer-Generator's Generating Facility, or lack of properly operating protective devices.

8. INDEMNITY AND LIABILITY

- 8.1 To the full extent permitted by law, Customer-Generator shall defend, hold harmless, and indemnify the City and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorney's fees) for injury or death to persons including employees of either Party and damage to property including property of either Party arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of, or (b) the making of replacements, additions, betterments to, or reconstruction of, the Customer-Generator's Generating Facility. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, the City shall not be indemnified hereunder to the extent that the loss, liability, damage, claim, cost, charge, demand, or expense results from its sole negligence or willful misconduct.
- 8.2 The provisions of this Section 8 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with provisions of any valid insurance policy.

9. GOVERNING LAW

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

Severability. If any portion of this Agreement is deemed to be in violation of applicable law, that portion of the Agreement shall be severed and the remainder of the Agreement shall continue in full force and effect unless the Agreement is terminated as provided herein.

10. AMENDMENT, MODIFICATION AND WAIVER

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term of covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or waiver of the breach of any other term or covenant unless such waiver is in writing.

11. ASSIGNMENT

This Agreement does not give any rights or benefits to anyone, other than to City and Customer-Generator. Without City's prior written authorization Customer-Generator shall not do any one or more of the following assign or transfer a right or interest in this Agreement; or delegate any duty owed under this Agreement. Customer-Generator shall give notice to the City of any change of ownership of the Property. Unless otherwise approved by the City, upon sale or transfer of ownership of the Property, this Agreement shall be terminated.

12. APPENDIX

The Agreement includes the following appendix, which is attached and incorporated by reference: Appendix A: Glendale *Water and Power's* Photovoltaic Interconnection Standards.

13. NOTICES

All written Notices shall be given in writing, either by personal delivery, or by U.S. Mail, postage pre-paid, or by Certified Mail, Return Receipt Requested. Notices shall be deemed given on the date of personal delivery or three business days after mailing, if sent by mail. Notices shall be directed as follows:

Glendale *Water and Power*
141 North Glendale Avenue, Level 4
Glendale, California 91206-446
Attn: Customer and Support Services

CUSTOMER-GENERATOR:

Name _____
Address: _____
City: Glendale, CA _____

Customer-Generator's notices to Glendale *Water and Power* pursuant to this Section 14 shall reference the PVID Number set forth in Section 1.1

14. TERM OF AGREEMENT

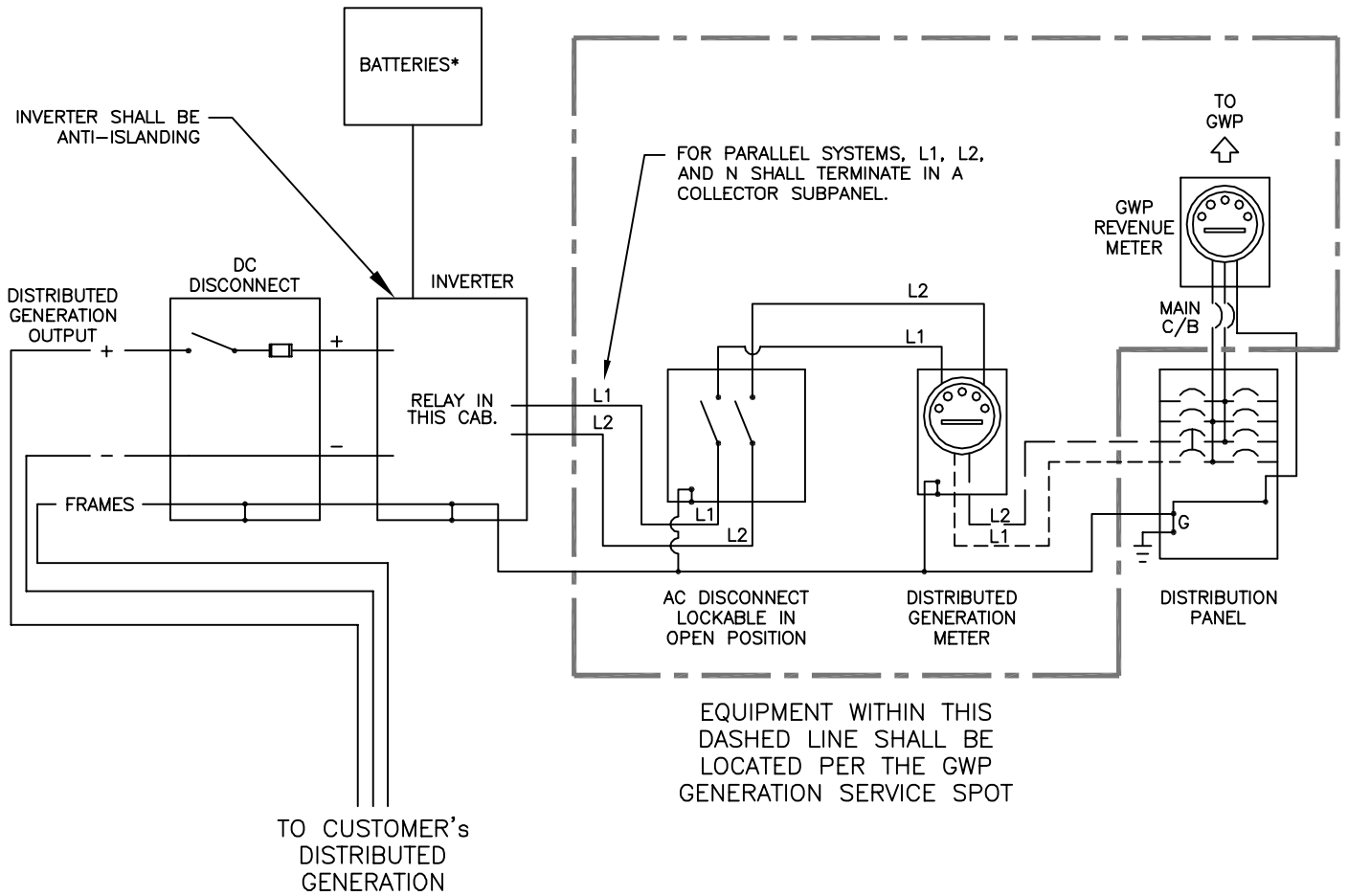
This Agreement shall be in effect when signed by the Customer-Generator and *GWP* and shall remain in effect thereafter month-to-month unless terminated by either Party on thirty (30) days' prior written notice in accordance with Section 13.

15. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives.

(CUSTOMER-GENERATOR)	City of Glendale
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

*BATTERY BACKUP SYSTEMS
REQUIRE SPECIAL TESTING BY GWP.



ADDITIONAL REQUIREMENTS:

1. THE DISTRIBUTED GENERATION METER & AC DISCONNECT SHALL BE WITHIN TEN FEET AND IN-LINE-OF-SIGHT OF THE GWP REVENUE METER AND INSTALLED PER THE GWP GENERATION SERVICE SPOT.
2. THE AC DISCONNECT OPERATING HANDLE SHALL BE NO HIGHER THAN 6'-7" FROM THE GRADE WHEN THE HANDLE IS IN THE HIGHEST POSITION.
3. THE AC DISCONNECT OPERATING HANDLE SHALL BE NO LOWER THAN 4'-0" FROM THE GRADE WHEN THE HANDLE IS IN THE LOWEST POSITION.
4. THE DISTRIBUTED GENERATION METER SOCKET SHALL BE INSTALLED BY THE CONTRACTOR AND SHALL BE A RING TYPE SOCKET. THE DISTRIBUTED GENERATION METER IS OWNED AND INSTALLED BY GWP.
5. LABELING OF GENERATION EQUIPMENT SHALL CONFORM TO CITY OF GLENDALE, BUILDING & SAFETY REQUIREMENTS.
6. THE SUM OF THE DISTRIBUTION PANEL MAIN BREAKER AND THE GENERATION BREAKER SHALL NOT EXCEED 120 PERCENT OF THE RATING OF THE DISTRIBUTION PANEL BUSBAR (SEE THE TABLE IN SECTION MTR-100).
7. TAPPING BEFORE THE MAIN DISCONNECT OF THE DISTRIBUTION PANEL IS NOT ALLOWED.

DATE	REV.	DESCRIPTION	BY	CHK'D	APP.
8/6/10	10	CHANGED ENTIRE PAGE TO ACCOMODATE ALL DISTRIBUTED GENERATION POWER SOURCES	CC		



REV. NO.
DATE 5/1/09
DRAWN BY: CC
APPROVED: HRA

CITY OF GLENDALE WATER AND POWER
TYPICAL DISTRIBUTED GENERATION (240V, 1Ø)
INTERCONNECTION DIAGRAM

MTR-DWG-009
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CUSTOMER SERVICE ENGINEERING