

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:

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 and the electric service provider shall retain any excess kilowatt-hours generated during the prior 12-month period. The eligible customer-generator shall not be owed any compensation for those excess kilowatt-hours unless the electric service provider enters into a purchase agreement with the eligible customer-generator for those excess kilowatt-hours. GWP reserves the right to pay the Customer-Generator for such excess kilowatt hours at the current fuel adjustment charge rate.

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 the following manner: 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; 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 3) Customer Generator grants *Glendale Water & Power* the sole right to claim the green power label for renewable portfolio standard and other reporting purposes, including all federal, state, and local regulatory bodies.

### 4. INTERRUPTION OR REDUCTION OF DELIVERIES

- 4.1 *Glendale Water & Power* shall not be obligated to accept or pay for, and may require Customer-Generator to interrupt or reduce, deliveries of as-available energy:
- (a) 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
  - (b) If *Glendale Water & Power* determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.
- 4.2 Whenever possible, *Glendale Water & Power* 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:
- (a) the facility may endanger *Glendale Water & Power* personnel, or
  - (b) the continued operation of Customer-Generator's facility may endanger the integrity of *Glendale Water and Power*'s electric system, *Glendale Water and Power* shall have the right to disconnect Customer-Generator's facility from *Glendale Water and Power*'s electric system. Customer-Generator's facility shall remain disconnected until such time as *Glendale Water & Power* is satisfied that the condition(s) referenced in (a) or (b) of this Section 3.3 have 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.
- 5.3 Customer-Generator shall not commence parallel operation of the generator facility until written approval of the interconnection facilities has been given by *Glendale Water & Power*. Such approval shall not be unreasonably withheld. *Glendale Water & Power* 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 solar-electric 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, *Glendale Water & Power's* Appendix A.
- 6.2 Customer-Generator shall reimburse *Glendale Water & Power* 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

- 7.1 *Glendale Water & Power* 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 *Glendale Water & Power's* opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or *Glendale Water & Power's* facilities, or property of others from damage or interference caused by Customer-Generator's solar-electric facilities, or lack of properly operating protective devices.

## 8. INDEMNITY AND LIABILITY

- 8.1 Each party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of such other Party 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 indemnitor's facilities; provided, however, Customer-Generator's duty to indemnify *Glendale Water & Power* hereunder shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from interruptions in electrical service to *Glendale Water & Power's* customers other than Customer-Generator. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.
- 8.2 Notwithstanding the indemnity of Section 8.1, and except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its facilities resulting from electrical disturbances or faults.
- 8.3 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.

- 8.4 Except as otherwise provided in Section 8.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.
- 8.5 If Customer-Generator fails to comply with the insurance provisions of this Agreement, if any, Customer-Generator shall, at its own cost, defend, hold harmless and indemnify Glendale *Water & Power*, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorneys' fee and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of Glendale *Water & Power*, to the extent that Glendale *Water & Power* would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 8.5 is not intended to create any express or implied right in Customer-Generator to elect not to provide any such required insurance.

## 9. INSURANCE (Optional)

- 9.1 Customer-Generator shall maintain, during the term of this Agreement Comprehensive Personal Liability Insurance with a combined single limit of not less than one-hundred thousand dollars (\$100,000) for each occurrence.
- 9.2 Such insurance required in Section 9.1 shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to Glendale *Water & Power* prior to cancellation, termination, alterations, or material change of such insurance.
- 9.3 Glendale *Water & Power* shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.5 Customer-Generator shall furnish the required certificates and endorsements to Glendale *Water & Power* prior to commencing operation.
- 9.6 All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Glendale *Water & Power*  
141 North Glendale Avenue, Level 4  
Glendale, California 91206-4496

## 10. GOVERNING LAW

- 10.1 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.

## 11. AMENDMENT MODIFICATION OR WAIVER

- 11.1 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.

12. APPENDIX

12.1 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 directed as follows:

Glendale *Water and Power*  
141 North Glendale Avenue, Level 4  
Glendale, California 91206-446

CUSTOMER-GENERATOR:

Name \_\_\_\_\_  
Address: \_\_\_\_\_  
City: Glendale, CA \_\_\_\_\_

Customer-Generator's notices to Glendale *Water and Power* pursuant to this Section 12 shall reference the PVID Number set forth in Section 1.1

14. TERM OF AGREEMENT

14.1 This Agreement shall be in effect when signed by the Customer-Generator and Utility 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 12.

15. SIGNATURES

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

(CUSTOMER-GENERATOR)

Glendale *Water and Power*

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

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

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

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

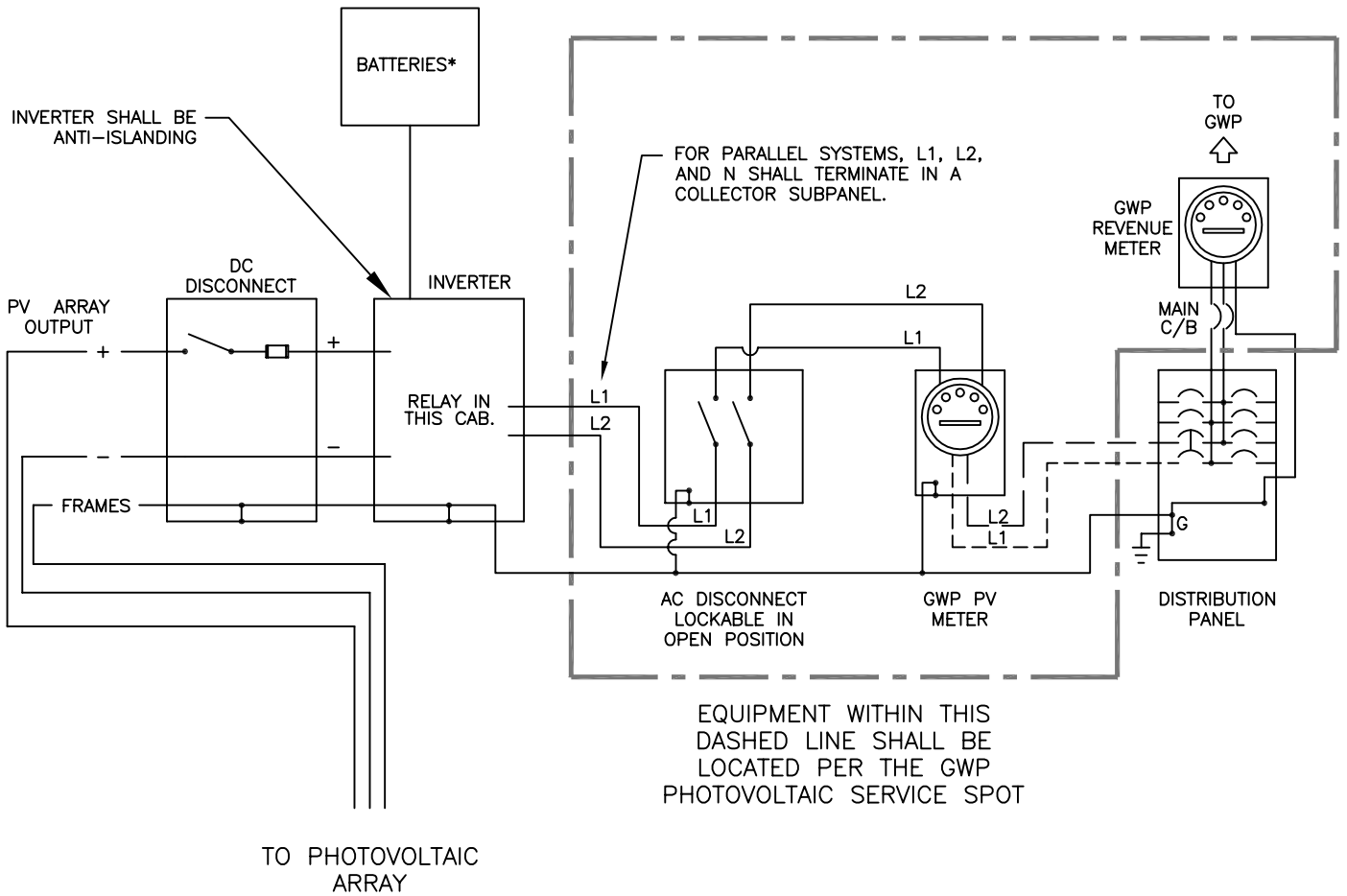
Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

\*BATTERY BACKUP SYSTEMS  
REQUIRE SPECIAL TESTING BY GWP.



**ADDITIONAL REQUIREMENTS:**

1. THE GWP PV METER & AC DISCONNECT MUST BE WITHIN TEN FEET AND IN-LINE-OF-SIGHT OF THE GWP REVENUE METER.
2. THE AC DISCONNECT OPERATING HANDLE IS TO BE NO HIGHER THAN 6'-7" FROM THE GRADE WHEN THE HANDLE IS IN THE HIGHEST POSITION.
3. THE AC DISCONNECT OPERATING HANDLE IS TO BE NO LOWER THAN 4'-0" FROM THE GRADE WHEN THE HANDLE IS IN THE LOWEST POSITION.
4. THE PV METER SOCKET IS TO BE INSTALLED BY THE CONTRACTOR AND IS TO BE A RING TYPE SOCKET.
5. LABELING OF EQUIPMENT IS TO CONFORM WITH CITY OF GLENDALE, BUILDING & SAFETY REQUIREMENTS.
6. THE SUM OF THE MAIN PANEL BREAKER AND THE PV BREAKER SHALL NOT EXCEED 120 PERCENT OF THE RATING OF THE 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.
7/1/09	9	ADDED ADDITIONAL REQUIREMENTS SECTION	CC	VMP	HRA



REV. NO. 8  
DATE 05/01/09  
DRAWN BY: CC  
APPROVED: HRA

CITY OF GLENDALE WATER AND POWER  
**TYPICAL PHOTOVOLTAIC SYSTEM (240V, 1Ø)  
INTERCONNECTION DIAGRAM**

MTR-DWG-009  
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CUSTOMER SERVICE ENGINEERING