

**GLENDALE WATER & POWER
STANDARD FORM INTERCONNECTION AGREEMENT
FOR
NET ENERGY METERING
FROM
ELIGIBLE RENEWABLE ELECTRIC GENERATING FACILITIES**

_____ (“Customer-Generator”), and the City of Glendale, through its utility department, Glendale Water & Power (“GWP”) 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: _____ (CEC-AC kW)

1.3 Generating Facility Address

Electric Meter # _____

(Aggregate Net Energy Metering Customers: attach additional addresses as Appendix C.)

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

1.5 N/A

1.6 Operating Option; Eligibility for Net Energy Metering Program

Customer-Generator has elected to operate its eligible renewable electric generating facility (“Generating Facility”) in parallel with GWP’s facilities and hereby certifies that Customer-Generator is eligible to participate in the Net Energy Metering Program under Section 2827 of the Public Utilities Code, as may be amended from time to time (“State Law”). The Generating Facility is intended primarily to offset part or all of the Customer-Generator’s own electrical requirements.

1.7 Aggregate Net Energy Metering Customers

By initialing or checking this box, Customer-Generator hereby elects to participate in the Aggregate Net Energy Metering program and certifies that it is eligible to participate in the Aggregate Net Energy Metering program under State Law. Customer-Generator certifies that it is the sole owner, lessor, or renter of (i) the property where the Generating Facility is located and (ii) (where applicable) the contiguous property from which the electrical load is being aggregated for Aggregate Net Energy Metering purposes. Customer-Generator acknowledges that, under State Law, if Customer-Generator chooses to aggregate load from multiple meters, Customer-Generator shall be permanently ineligible to receive net surplus electricity compensation, and GWP shall retain any kilowatt hours in excess of Customer-Generator’s aggregated electrical load generated during the 12-month period.

2. PAYMENT FOR NET ENERGY

- 2.1 Payment and credits under the Net Energy Metering program will be made in accordance with the State Law and the City of Glendale's resolution setting forth rates for Net Energy Metering compensation, as may be amended from time to time (the "Resolution"). The Resolution is available on the Glendale Water & Power website (www.glendalewaterandpower.com) and incorporated herein by this reference. If the State Law or the Resolution is subsequently amended by the City Council, the terms of the State Law and the amended Resolution will apply upon the effective date of change in the State Law or as specified in the amended Resolution (as applicable), without amendment of this Agreement by the Parties. In case of any conflict between this Agreement and the Resolution the Resolution (as may be amended) shall control. Capitalized terms not defined herein shall be defined as set forth in the Resolution.
- 2.2 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.
- 2.3 Customer-Generators that are either a residential or small commercial customer as defined by State Law may elect to be billed for energy consumed on either (i) an annual basis or (ii) in accordance with GWP's regular billing cycle. If a residential or small commercial Customer-Generator elects to be billed on an annual basis, the Customer-Generator must notify GWP in writing, no more frequently than on an annual basis, at the address set forth in Section 2.5 of this Agreement. A written election to be billed annually must be received by GWP no later than December 31 of each year and will apply to the Twelve Month Period following GWP receipt of such notice. If a residential or small commercial Customer-Generator does not notify GWP of an election to be billed annually, the Customer-Generator will be billed in accordance with GWP's regular billing cycle.
- 2.4 In the event energy generated by the Generating Facility exceeds the energy used on the Customer-Generator's premise during any billing period and within the applicable Twelve Month Period, the amount of the net excess energy will be carried forward as a monetary value to the Customer-Generator's next billing period until the end of the Twelve Month Period. The Customer-Generator's first such period will commence as of the date of interconnection and conclude as of the regularly-scheduled meter read date at the end of the calendar year, and may be less than twelve months.
- 2.5 For Customer-Generators that are not Aggregate Net Energy Metering Customers only:
- A. At the end of each Twelve Month Period, where the electricity generated by the eligible Customer-Generator during the Twelve Month Period exceeds the electricity supplied by GWP during that same period, the eligible Customer-Generator is a net electricity producer. At the end of each Twelve Month Period, each Customer-Generator that is a net electricity producer may affirmatively elect to receive either (i) Net Surplus Energy Compensation (as defined in the Resolution, and in accordance with the rates and terms set forth therein, as may be amended from time to time); or (ii) to roll over the Net Surplus Energy as a kWh credit into the next Twelve Month period (in accordance with the Resolution and the terms set forth therein, as may be amended from time to time).
- Notification should be made by letter as follows:
 - Addressed and mailed or hand delivered to GWP Customer Service at:
Attention: Customer Service
Solar Solutions Program
141 N. Glendale Avenue, Level 2
Glendale, CA 91206
 - Indicate the Account number, Meter number, and Interconnection Agreement number

- Include customer of record's name and signature

B. Except as required by law, no payment will be made to any Customer-Generator for the excess energy delivered to GWP's grid, and the Net Surplus Energy will not be applied as a credit against billings in the next Twelve Month Period, unless the Customer-Generator affirmatively and timely elects to receive Net Surplus Energy Compensation or a credit for that excess energy in accordance with the Resolution. An affirmative election under this Section 2.5 is effective for one Twelve Month Period only. A new written election must be timely received by GWP for each Twelve Month Period in order to receive Net Surplus Compensation or a credit for Net Surplus Energy generated such Twelve Month Period.

- 2.6 Aggregate Net Energy Metering Customers: In accordance with State Law, Customer-Generators that are Aggregate Net Energy Metering Customers are permanently ineligible to receive net surplus electricity compensation, and GWP shall retain any kilowatt hours in excess of the Aggregate Net Energy Metering Customer's aggregated electrical load generated during the Twelve Month Period.
- 2.7 Customer-Generator shall pay any amount owing for electric service provided by GWP in accordance with applicable rate schedules. Nothing in this Section shall limit GWP's rights under applicable rate schedules.

3. GREEN POWER RIGHTS

3.1 In consideration for the rights granted hereunder, including the rights to receive Net Surplus Energy Compensation or credit for Net Surplus Energy generated by Customer-Generator's generation facility, and in the case of Customer-Generators that are Aggregate Net Energy Metering Customers, the right to aggregate and credit during the Twelve Month Period the electrical load of multiple meters, Customer-Generator grants to GWP the Net Surplus Energy generated, including any associated environmental attributes or renewable energy credits (RECs) associated therewith ("green power rights"). Customer-Generator agrees to execute and provide such documentation and information to GWP as may be required in order for GWP to report and claim such green power rights under law. 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 GWP 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; provided, however, that the foregoing shall not apply if Customer-Generators has elected in writing to keep the RECs associated with their Generation Facility as part of GWP's Solar Solutions incentive program. Customer-Generator may claim the green power generated by the Customer-Generator's generating facility and that is consumed on the Customer-Generator's premises for promotional, LEED, and green building certification purposes.

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 GWP 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,
- GWP 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 GWP at GWP's meter, or meters in the case of Customer-Generators that are Aggregate Net Energy Metering Customers.
- 5.2 Customer-Generator shall pay for designing, installing, operating, and maintaining the Generating Facility in accordance with all applicable laws and regulations and shall comply with GWP's Appendix A, which is attached hereto and incorporated herein.
- 5.3 Customer-Generator shall not commence parallel operation of the Generating 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 GWP and the City of Glendale 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(s); 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 of Glendale 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 of Glendale 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.

10. 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.

11. AMENDMENT, MODIFICATION AND WAIVER

Except as otherwise specified with respect to changes in State Law or in the Resolution, 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. ASSIGNMENT

This Agreement does not give any rights or benefits to anyone, other than to City of Glendale and Customer-Generator. Without GWP'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 GWP of any change of ownership of the Property. Customer-Generators that are Aggregate Net Energy Metering Customers shall give GWP notice of any change in ownership of any of the Properties subject to the aggregate Net Energy Metering arrangement, or any change that renders the Customer-Generator ineligible for Aggregate Net Energy Metering under State Law. Unless otherwise approved by GWP, or as otherwise required by law, upon sale or transfer of ownership of the Property (or, for Aggregate Net Energy Metering upon transfer of any of the Properties such that Customer-Generator is no longer eligible for Aggregate Net Energy Metering), this Agreement shall be terminated.

13. APPENDICES

The Agreement includes the following Appendices, which are incorporated by reference:

Appendix A: GWP's Interconnection Standards (attached hereto).

Appendix B: NEM Program Resolution (as may be amended from time to time; available at www.glendalewaterandpower.com)

Appendix C: Additional Address and Meter Information for Aggregate Net Energy Metering Participants (where applicable)

14. NOTICES

Except as otherwise provided in Section 2 of this Agreement, 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: Net Energy Metering Program

CUSTOMER-GENERATOR:

Name _____
Address: _____
City, State Zip: _____

Customer-Generator's notices to GWP pursuant to this Section 13 shall reference the PVID Number (where applicable) set forth in Section 1.1, the Generating Facility Address, and the Customer-Generator's address.

15. 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 14.

16. SIGNATURES

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

(CUSTOMER-GENERATOR)

CITY OF GLENDALE

By: _____

By: _____

Name: _____

Name: Mark Young

Title: _____

Title: General Manager, Glendale Water & Power

Date: _____

Date: _____

Appendix A

Glendale Water & Power Interconnection Standards

Refer to the **[Electric Service Requirements Manual](#)**

Appendix B

**City of Glendale Net Energy Metering Resolution
Incorporated by reference; available on the Glendale Water & Power
website at:
www.glendalewaterandpower.com**

Appendix C

Additional Address and Meter Information for Aggregate Net Energy Metering Participants