

BURBANK WATER AND POWER
Electrical Interconnection and Metering Agreement
for Solar Electric Generating Facilities

This Electrical Interconnection Agreement for Net Energy Metering from Solar Electric Generating Facility ("Agreement") is made and entered into this ____ day of _____, 201__, by and between _____ ("Customer") and Burbank Water and Power (BWP), referred to collectively as "Parties" or individually as "Party."

The Parties agree as follows:

Section 1. Applicability

This Agreement is applicable only to customers who satisfy all requirements of the definition of an "Eligible Customer-Generator" as set forth in Section 2827(b)(2) of the California Public Utilities Code on the effective date of this Agreement. Customer represents that Customer is an Eligible Customer-Generator.

Section 2. Description of Solar Generating Facility

Customer elects to interconnect and operate a solar electrical generating facility located on Customer's owned, leased or rented premises within the City of Burbank ("Generating Facility" or "Facility") in parallel with BWP's electric grid. Customer represents that the Generating Facility is intended primarily to offset all or part of the Customer's own electrical requirements.

2.1 Solar Generating System Size (CEC AC kilowatts)

_____ kW

2.2 Generating Facility Address:

2.3 Customer's Phone Numbers

Home () _____ Cell () _____

Work () _____

2.4 The Facility shall consist of photovoltaic electricity-generating modules, electrical controls, an inverter, automatic disconnect(s), manual disconnect(s), and wiring to connect all of the above to BWP's electricity distribution system at BWP's meter. Customer represents that the Facility shall be as described in the

PowerClerk rebate application form attached hereto and incorporated herein by this reference.

2.5 The Generating Facility will begin operation on or about: _____

2.6 Location of lockable and utility accessible Inverter A/C disconnection device:

2.7 BWP Utility Account Number: _____

Section 3. Generating Facility Operation

3.1 Customer shall construct, design, install, operate, and maintain the Facility in a manner consistent with the normal and safe operation of the electrical distribution system owned and operated by BWP.

3.2 Customer understands, accepts, and agrees that connection and operation of the Customer's Facility shall be subject to the terms and conditions set forth in this Agreement and in BWP's Rules and Regulations for Electric Service, as now in effect or as the same may be amended from time to time (the "Rules"). Any conflict between this Agreement and Rules will be governed by the terms of the Rules.

Section 4. Billing and Credits for Net Energy Generation

4.1 Customer shall be billed for electrical service and credited for net energy generation, if any, as provided in section 2827 of the California Public Utilities Code.

4.2 Customer may elect to receive payment from BWP for net generation under the terms and conditions set forth in Assembly Bill 920 of 2009.

4.3 If Customer is a Residential, Commercial or Industrial Customer, Customer may elect to be billed and to make payments to BWP for Net Energy Metering and any kWh credit will be rolled over indefinitely.

Section 5. Interruption or Reduction of Deliveries

5.1 BWP shall not be obligated to accept, and BWP may require Customer to interrupt or reduce, deliveries of energy to BWP:

(a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of BWP's equipment or part of BWP's system; or

(b) if BWP determines that curtailment, interruption, or reduction of receipt of energy from Customer's Facility is necessary because of an emergency,

forced outage, Force Majeure, or compliance with prudent electrical practices.

- 5.2 Notwithstanding any other provision of this Agreement, if at any time BWP, in its sole discretion, determines that the Facility may endanger BWP personnel or members of the general public, or that the continued operation of the Facility may impair the integrity of BWP's electric distribution system, BWP shall have the right to disconnect the Facility from BWP's electric distribution system.
- 5.3 The Facility shall remain disconnected until such time as BWP is satisfied that the condition(s) referenced in this Section 5(2) have been corrected, and BWP shall not be obligated to compensate Customer for any loss of use of generation or energy during any and all periods of such disconnection.
- 5.4 Customer may reconnect its Facility to the BWP electrical distribution system following normal operational outages and interruptions without notifying BWP unless BWP has disconnected service or notifies Customer that a reasonable possibility exists that reconnection would pose a safety hazard.
- 5.5 If BWP has disconnected Service to the Facility or has notified Customer that reconnection may pose a safety hazard, Customer may call BWP at (818) 238-3582 to request authorization to reconnect the Facility.

Section 6. Interconnection

- 6.1 Customer shall not connect the Facility, or any portion of it, to BWP's distribution system, until written approval of the Facility has been given to Customer by BWP.
- 6.2 Customer shall deliver energy from the Facility to BWP at BWP's meter located on Customer's premises.
- 6.3 Customer, and not BWP, shall be solely responsible for all legal and financial obligations arising from the construction, installation, design, operation, and maintenance of the Facility in accordance with all applicable laws and regulations.
- 6.4 BWP shall own, operate and maintain on Customer's premises a net revenue meter capable of registering the flow of electricity in two directions. If the existing Customer electrical revenue meter is not capable of measuring the flow of electricity in two directions, BWP shall purchase and install such a meter.
- 6.5 BWP shall own, operate and maintain on Customer's premises a Solar Performance meter capable of measuring the solar output only. In the case of the installation being over 30 kW (CEC-AC) the Senate Bill one requires that the rebate will be paid monthly based on the measured output of the performance meter over 5 years. This is known as a Performance Based Incentive (PBI).
- 6.6 BWP shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and

approve the installation of the Generating Facility. Customer shall notify BWP at least five (5) working days prior to such inspection.

Section 7. Design Requirements

- 7.1 Customer's Facility, and all portions of it used to provide or distribute electrical power and parallel interconnection with BWP's distribution equipment, shall be designed, installed, constructed, operated, and maintained in compliance with this Agreement.
- 7.2 The Facility shall conform to all applicable solar electrical generating system safety and performance standards established by the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), accredited testing laboratories such as Underwriters Laboratories, and applicable building codes.
- 7.3 The Facility shall meet the following specific design requirements:
- (a) It shall automatically detect and isolate from the BWP source without any intentional delay within five cycles under the following conditions:
 - i. Overvoltage +5 percent above 240 volts on AC supply
 - ii. Undervoltage -5 percent below 240 volts on AC supply
 - iii. Overfrequency +1 Hz above 60 Hz on AC supply
 - iv. Underfrequency -1 Hz below 60 Hz on AC supply
 - v. AC overcurrent relay, circuit breaker, or internal fusing that will operate when the AC current is greater than the full load current.
 - (b) Inverter output distortion shall meet IEEE 519 standards.
 - (c) In the event of inverter control failure, the DC contactor must return to the normally open condition.
 - (d) A lockable and accessible disconnect switch acceptable to BWP clearly labeled "Solar Generator Disconnect Switch" and conspicuously located shall be provided and maintained by Customer. The location of the disconnect switch shall be shown on the Generating Facility Plan attached hereto as Exhibit A.
 - (e) The inverter must be tested for islanding and the test result confirmed in writing by BWP.
 - (f) The Facility shall be equipped with a lightning surge arrestor, if required by the City's Building Official.

- (g) The circuit feeding the inverter must be clearly identified inside the electrical service panel.

Section 8. Maintenance and Permits

- 8.1 Customer shall maintain the Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, the design requirements of Section 7 above.
- 8.2 Customer, at Customer's sole expense, shall obtain and possess all permits and authorizations in accordance with all applicable laws and regulations for the construction, installation, design, operation and maintenance of the Facility. **Customer understands that this Agreement does not constitute a permit to construct or install the Facility and that a permit must be obtained from the Building Division of the City of Burbank.**
- 8.3 Customer shall reimburse BWP for any and all losses, damages, claims, penalties, or liability BWP incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Customer's Facility.

Section 9. Access to Premises

BWP may enter Customer's premises without prior notice to inspect, at all reasonable hours, the Facility's protective devices, to read or test any meter for the Facility, or to disconnect the Facility pursuant to Section 5 of this Agreement.

Section 10. Ownership of Renewable Energy Credits (RECs)

Customer may retain ownership of RECs also known as "Green Tickets", by selecting the Tier 1 rebate level. As a condition of receiving the higher Tier 2 or Tier 3 levels of the BWP Solar Support rebate, Customer-Generator agrees that all renewable energy credits created on account of or attributed to the operation of Customer's Facility shall be the property of BWP. Customer agrees to execute any documents necessary to transfer ownership of such credits to the BWP.

Section 11. Indemnity and Liability by Customer

Customer shall indemnify and hold the City Of Burbank ("City"), its directors, officers, agents and employees harmless against all loss, damage, expense and liability to third persons for injury to or death of persons or injury to property caused by or arising out of the design, construction, installation, ownership, maintenance, or operation of the Generating Facility, provided that Customer's indemnity obligation shall not apply to any loss, damage, expense or liability caused by or arising out of the sole negligence or willful misconduct of the City or its directors, officers, agents and employees. Customer

shall, upon the City's request, defend any suit asserting a claim covered by this indemnity.

Section 12. Insurance

To the extent that Customer has currently in force all risk property insurance and comprehensive personal or commercial general liability insurance, Customer agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. BWP and the City Of Burbank shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. In the event the solar generating system is greater than 30 kW (CEC AC), such insurance shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to BWP prior to cancellation, termination, alteration, or material change of such insurance.

Section 13. Rates and Billing

- 13.1 All rates charged will be in accordance with Customer's otherwise applicable tariff (Rate Schedule), as in effect from time to time, on a Net Energy Metering basis. "Net Energy Metering" means measuring the difference between the electricity supplied through the electric grid to the Customer and the electricity generated by Customer's Generating Facility and fed back to the electric grid over the one-month billing period as described in Subsection 12.4 below.
- 13.2 Customer's otherwise applicable tariff (Rate Schedule) or "Rate Schedule" means the Rate Schedule in BWP's published Electric Rules and Regulations that would otherwise apply to Customer from time to time in the absence of this Agreement.
- 13.3 Customer is responsible for paying all charges in its Rate Schedule including the minimum charge, service charge and demand charge, when applicable, regardless of Customer's monthly or annual net generation.
- 13.4 The customer will be billed on a monthly basis. The monthly Net Energy Metering calculation shall be made by measuring the difference between the electricity supplied to the Customer and the electricity generated by the Customer and fed back to the grid over a normal one-month billing period. At the end of each one-month billing period following the date of first interconnection, BWP shall determine if Customer was a net consumer or a net producer of electricity during the one-month time period. In the event the electricity supplied by BWP during the one-month period exceeds the electricity generated by Customer during the same period, Customer is a net energy consumer.
- 13.5 If Customer is a net energy consumer, BWP shall bill Customer for the net energy consumption during such billing period based on the Customer's otherwise applicable Rate Schedule and Customer shall pay for such net energy consumption monthly in accordance with Customer's monthly billing statement. If elected, any excess kilowatt-hours generated during the billing cycle and stored in the net meter, shall be carried over to the following billing period indefinitely.

- 13.6 If Customer's Rate Schedule employs "time of use" rates, any net monthly consumption of electricity shall be calculated according to the terms of the applicable Rate Schedule. When Customer is a net generator during any discrete time of use period, the net kilowatt hours produced shall be valued at BWP's electric rate applicable to that specific time period. If Customer's time of use electrical meter is unable to measure the flow of electricity in two directions, the provisions of Section 6 shall apply.
- 13.7 If Customer's Rate Schedule employs tiered rates, any net monthly consumption of electricity shall be calculated according to the terms of the Rate Schedule. If Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the cost of power to BWP during that billing period, and if the number of kilowatt-hours generated exceeds the baseline quantity, the excess shall be valued at the same price per kilowatt-hour as BWP would charge for electricity over the baseline quantity during that billing period.
- 13.8 BWP shall provide Customer with Solar Performance and any Net Energy Metering consumption information on a monthly basis.
- 13.9 If Customer terminates service under this Agreement prior to the end of any twelve-month period, BWP shall reconcile Customer's consumption and production of electricity and bill Customer for Net Energy Metering charges, if any, and adjust the excess energy to zero, if any.

Section 14. Governing Law

The laws of the State of California shall govern this Agreement.

Section 15. Amendment, Modifications or 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 or 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 a waiver of the breach of any other term or covenant unless such waiver is in writing.

Section 16. Notices

All written notices shall be directed as follows:

Burbank Water and Power:

Burbank Water and Power
Attn: Marketing Manager
164 West Magnolia Blvd.
Burbank, California 91502

Customer: Customer's name and address as shown on page 1.

Customer's notices to BWP pursuant to this Section must refer to the BWP Account number and address of Generating Facility location.

Section 17. Term of Agreement and Termination

- 17.1 This Agreement shall be in effect when signed by the Customer and BWP.
- 17.2 This Agreement shall remain in effect until terminated as provided herein. Upon termination, the Generating Facility shall be permanently disconnected from the BWP distribution system.
- 17.3 Customer may terminate this Agreement at any time upon providing thirty (30) days prior written notice to BWP.
- 17.4 BWP may terminate this Agreement for Customer's breach of any material term. BWP shall give thirty (30) days written notice of such termination to Customer. When necessary to protect the safety of its employees or the general public, notice of less than thirty days may be given, provided the notice period is reasonable under the circumstances.

Section 18. Assignment Prohibited

This Agreement is personal to Customer and may not be assigned without the written consent of BWP.

Section 19. Understanding

This Agreement contains the entire understanding between the Parties and supercedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter hereof. There are no other promises, terms, conditions, obligations, understandings, or agreements either written or oral between the Parties with respect to the subject matter hereof. Any amendment, alteration or modification to this Agreement shall be in writing and approved by both Parties.

Section 20. Successors and Assigns

This Agreement is and shall be binding on all successors and assigns of each of the Parties hereto without the necessity of any further documentation.

Customer

Burbank Water and Power

Signature

Signature

Print Name

Print Name

Title

Title