

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING

This Interconnection Agreement for Net Energy Metering (Agreement), dated _____, for purposes of identification only, is entered into by and between _____ (CUSTOMER) an individual, and the City of Anaheim, a municipal corporation (ANAHEIM), referred to herein jointly as Parties or individually as Party.

1. APPLICABILITY

This Agreement is applicable only to residential and small commercial customers operating solar or wind electrical generating facilities of 10 kilowatts or less and who satisfy all requirements of the definition of an Eligible Customer set forth in Section 2827(b) (2) of the California Public Utilities Code.

2. DESCRIPTION OF CUSTOMER’S SOLAR OR WIND ELECTRIC GENERATING FACILITY

2.1 CUSTOMER has elected to interconnect and operate its solar or wind electric generating facility in parallel with the electric grid. The solar or wind electric generating facility is intended primarily to offset part or all of the CUSTOMER’s own electrical requirements.

2.2 Generating Facility Identification Number: _____

2.3 Photovoltaic/Solar (PV) Array Rating: _____

2.4 Generating Facility Location: _____
Anaheim, CA 928_____

2.5 The Facility shall be as shown on Exhibit A (Facility Map) attached hereto and incorporated herein by this reference.

2.6 Operating Date of Facility: _____

3. INTERRUPTION OR REDUCTION OF DELIVERIES

3.1 ANAHEIM shall not be obligated to accept or pay for and may, without any penalty to ANAHEIM, require CUSTOMER to interrupt or reduce deliveries of available energy (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of its system, or (b) if it determines that curtailment, interruption, or reduction is necessary because of emergencies, forced or scheduled outages, force majeure, or compliance with prudent electrical practices.

3.2 Whenever reasonably possible and consistent with prudent electrical practices, ANAHEIM will give CUSTOMER reasonable notice of the possibility that interruption or reduction of deliveries may be required.

3.3 Notwithstanding any other provision of this Agreement, if at any time ANAHEIM, in its sole discretion, determines that either (a) the Facility, or its operation, may endanger ANAHEIM personnel, or (b) the continued operation of CUSTOMER's facility may endanger the integrity of ANAHEIM's electric system, ANAHEIM may disconnect CUSTOMER's Facility from ANAHEIM's system. CUSTOMER's Facility shall remain disconnected until such time as ANAHEIM determines that the condition(s) referenced in (a) or (b) of this Section 3.3 have been corrected to ANAHEIM's satisfaction.

4. INTERCONNECTION

4.1 CUSTOMER shall deliver the available energy at the meter located on the CUSTOMER's premises. The meter shall comply with specifications set by ANAHEIM.

4.2 CUSTOMER shall not commence parallel operation of the Generating Facility until written approval has been provided to it by ANAHEIM. ANAHEIM shall provide such written approval within ten (10) working days from ANAHEIM's final inspection or approval of the Generating Facility. Such approval shall not be unreasonably withheld.

5. DESIGN REQUIREMENTS

5.1 CUSTOMER shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and/or permits at CUSTOMER's sole cost and expense.

5.2 CUSTOMER shall comply with the requirements for protective systems and devices set forth in ANAHEIM's Guidelines for Interconnection Facilities for Co-Generators and Small Power Producers, as the same may be amended from time to time. The location of disconnecting devices shall be shown on Exhibit A, Facility Map.

6. MAINTENANCE AND PERMITS

CUSTOMER shall (a) maintain the Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable federal, state and local laws and regulations including, but not limited to ANAHEIM's Electric Rates, Rules and Regulations, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities. CUSTOMER shall permit ANAHEIM to inspect and shall promptly provide ANAHEIM copies, at CUSTOMER's expense, of CUSTOMER's testing and maintenance records for the Facility and the interconnection facilities. CUSTOMER shall reimburse ANAHEIM for any and all losses, damages, claims, penalties, or liability it incurs as a result of CUSTOMER's failure to obtain or maintain any

governmental authorizations and permits required for construction and operation of CUSTOMER's Facility.

7. BILLING

7.1 If, during any normal billing cycle the energy supplied by ANAHEIM is greater than the energy supplied to ANAHEIM by the Facility, CUSTOMER will receive a bill computed in accordance with the applicable rate schedule for the net kWh supplied by ANAHEIM, but in no case less than the minimum bill under the standard rate.

7.2 If, during any normal billing cycle the energy supplied by ANAHEIM is less than the energy supplied to ANAHEIM by the Facility, CUSTOMER will receive a credit for the excess energy supplied to ANAHEIM on the bill. This credit will be computed in accordance with the applicable rate schedule and will be used toward the CUSTOMER's electric portion of the utility bill only. If a credit is carried on the account, the credit is available to the CUSTOMER's electric bill until which time the account is closed. If the account is closed with a net energy credit, the CUSTOMER shall not be owed any compensation by ANAHEIM.

7.3 Net metering customers who purchase energy from alternative sources other than ANAHEIM shall not be eligible for payment for excess energy production.

8. ACCESS TO PREMISES

ANAHEIM may enter CUSTOMER's premises (a) to inspect, as ANAHEIM deems necessary, CUSTOMER's protective devices and to read or test meters, and (b) to disconnect, without notice, the interconnection facilities if, in ANAHEIM's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or ANAHEIM's facilities, or property of others from damage or interference caused by CUSTOMER's solar or wind electric generating facilities, or lack of properly operating protective devices.

9. INDEMNITY AND LIABILITY

9.1 CUSTOMER agrees to indemnify, defend (at ANAHEIM's option) and hold harmless ANAHEIM, its officers, agents, employees, representatives and volunteers from and against any and all claims, demands, defense costs, actions, liability, or consequential damages of any kind or nature arising out of or in connection with CUSTOMER's engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or the making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities, except to the extent it arises out of the sole negligence of ANAHEIM.

9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. INSURANCE

10.1 To the extent that CUSTOMER has currently in force all risk property insurance and comprehensive personal 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. ANAHEIM shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation.

10.2 Such insurance required in Section 10.1 shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to ANAHEIM prior to cancellation, termination, alteration, or material change of such insurance.

10.3 ANAHEIM's Risk Manager is hereby authorized to modify the requirements set forth above in the event he determines that such reduction is in ANAHEIM's best interest.

11. GOVERNING LAW AND STANDARDS

11.1 Operation of CUSTOMER's generating facilities shall at all times comply with the applicable provisions of federal, state and local law including, without limitation, the Anaheim Municipal Code and Anaheim's Electric Rates, Rules and Regulations or successor provision as the same may be amended from time to time.

11.2 CUSTOMER shall at all times conform to all applicable solar or wind electrical generating system safety and performance standards established by the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), and accredited testing laboratories such as Underwriters Laboratories, and applicable building codes.

11.3 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.

12. AMENDMENTS, 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.

13. ASSIGNMENT

Neither party may assign this Agreement or any of its rights or duties hereunder without the prior written consent of the other party which consent shall not unreasonably withheld. Any such assignment or delegation made without such written consent shall be null or void.

14. NOTICES

14.1 Notices and communication concerning this Agreement shall be sent to the following addresses:

ANAHEIM
City of Anaheim
Attention: City Clerk
200 S. Anaheim Boulevard
Anaheim, CA 92805

With a copy to
Public Utilities General Mgr.
201 S. Anaheim Boulevard
Suite 1101
Anaheim, CA 92805

CUSTOMER

Anaheim, CA 928_____

14.2 Either party may, by notice to the other party, change the respective address specified above. Service of notice or communication shall be complete when received at the designated address.

14.3 CUSTOMER's notices to ANAHEIM pursuant to this Section shall refer to the Generating Facility Identification Number that is set forth in Section 2.2.

14.4 In the event of an emergency, CUSTOMER shall immediately notify ANAHEIM at its Public Utilities Department (Phone No. (714) 765-3300) of any emergency situation related to the generating facility.

Notice by ANAHEIM to CUSTOMER of an emergency situation which affects operation of the generating facility shall be to_____.

15. TERM AND TERMINATION OF AGREEMENT

15.1 The effective date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signators hereto. In the event CUSTOMER fails to set forth a date of execution opposite the name(s) of CUSTOMER's signator(s), CUSTOMER hereby authorizes ANAHEIM to insert the date of execution by CUSTOMER as the date said Agreement as executed by CUSTOMER is received by ANAHEIM.

15.2 This Agreement may be terminated by either party on thirty (30) days advance written notice in accordance with Section 14 hereof.

15.3 This Agreement shall terminate, without notice, upon (a) termination of the electric distribution service provided to CUSTOMER by ANAHEIM; or (b) changes to CUSTOMER's

electric load which cause CUSTOMER to no longer satisfy all requirements of the definition of an Eligible Customer-Generator set forth in Section 2827(b) of the California Public Utilities Code.

16. SIGNATURES

16.1 CUSTOMER and CUSTOMER's signator(s) represent that the signators hold the positions set forth below their signatures and that the signators are authorized to execute this Agreement on behalf of CUSTOMER and to bind CUSTOMER hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

ATTEST:

CITY OF ANAHEIM,
a municipal corporation

DATE OF EXECUTION:

By _____
Marcie L. Edwards
Public Utilities General Manager

City Clerk

"ANAHEIM"

DATE OF EXECUTION

_____, an individual

By _____
Printed Name:

Title _____
"CUSTOMER"

APPROVED AS TO FORM:
JACK L. WHITE, CITY ATTORNEY

By _____
Lucina Lea Moses
Assistant City Attorney

Dated _____