

**INDUSTRY PUBLIC UTILITIES ("IPU") INTERCONNECTION AND**  
**ELIGIBLE RENEWABLE GENERATION AGREEMENT**

This Interconnection and Eligible Renewable Generation Agreement ("Agreement") is made and entered into by and between:

\_\_\_\_ ("Customer"),  
whose mailing address is:

\_\_\_\_ and  
the Industry Public Utilities, a public agency organized and existing under the laws of the State of California("IPU"), sometimes also referred to herein jointly as "Parties" or individually as "Party."

**1. APPLICABILITY**

This Agreement is applicable only to customers who satisfy the requirements of the definition of an Eligible Customer-Generator as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement. To qualify as an Eligible Customer Generator, the expected annual generation from the Renewable Electrical Generation Facility must not exceed the Customer's load for the prior full calendar year, or if insufficient historical load data is available, the expected annual load based on the customer type and characteristics. Customer represents that customer is an Eligible Customer-Generator.

**2. DESCRIPTION OF CUSTOMER'S RENEWABLE ELECTRIC GENERATING FACILITY**

2.1. Customer elects to interconnect and operate a renewable electric generation facility, as defined in Section 25741(a) (1) of the California Public Resources Code, located on Customer's owned, leased or rented premises within IPU's service area ("Generating Facility") in parallel with IPU's electric grid. Customer represents that the Generating Facility is intended primarily to offset part or all of the Customer's own electrical requirements but, will not be designed to produce net generation in excess of the property's future consumption needs.

2.2. Generating Facility Identification Number:

\_\_\_\_  
2.3. Customer Meter Number:

2.4. Customer Service Account Number:

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2.5. Applicable Rate Schedule:

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2.6. Generating Facility Location:

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2.7. Generating Facility Technology:

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2.8. Generating Facility Nameplate Rating (kW):

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2.9. Estimated monthly energy production of Generating Facility (kWh):

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2.10. Estimated date when Generating Facility will be ready to commence parallel operation with IPU's electric system:

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### **3. INTERCONNECTION, DESIGN AND CUSTOMER REQUIREMENTS**

- 3.1. Customer shall deliver the available energy to IPU at the Required Meter (as defined in Subsection 4.1 below) located on the Customer's premises.
- 3.2. 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 permits.
- 3.3. Customer 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"), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories, applicable building codes, and to all applicable IPU's Electric Service Requirements, as may be amended from time to time.

- 3.4. Customer shall not commence parallel operation of the Generating Facility until Customer receives written approval from IPU's Authorized Representative. This individual shall consider such written approval upon IPU's receipt of a copy of the final inspection and approval of the Generating Facility that has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.
- 3.5. IPU 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 IPU in accordance with the terms of Section 13, herein, at least five days prior to such inspection.
- 3.6. Customer shall not add generation capacity in excess of the Nameplate Rating set forth in Section 2.8 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of IPU.
- 3.7. Customer shall install a visible disconnect switch for the Generating Facility. The disconnect switch shall be lockable in the open position and directly accessible to IPU employees at all times. The disconnect switch should be at a location at/near the meter or if not, the location should then be specified by directions posted at the utility meter.

#### **4. METER REQUIREMENTS**

- 4.1. In accordance with IPU's Rules and Regulations for Electrical Service, IPU shall own, operate, and maintain on Customer's premises a single meter capable of registering the flow of electricity in two directions ("Required Meter").

#### **5. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES**

- 5.1. IPU shall not be obligated to accept or pay for, and may require Customer to curtail, interrupt, or reduce, deliveries of available energy from its Generating Facility as described in IPU's Electric Service Rule 21 and Generation Interconnection Standards and Guideline ("GIST"):
  - 5.1.1. Whenever IPU deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
  - 5.1.2. Whenever IPU determines in its sole judgment, that curtailment, interruption, or reduction of Customer's electrical

generation is otherwise necessary due to emergencies, forced outages, *force majeure*, or compliance with prudent electrical practices.

- 5.2. Whenever reasonably possible, IPU shall give Customer reasonable notice of the possibility that curtailment, interruption, or reduction of such deliveries may be required.
- 5.3. Notwithstanding any other provision of this Agreement, if at any time IPU determines that either (a) the Generating Facility or its operation may endanger the health, safety, or welfare of IPU personnel, any person or the public, or (b) the continued operation of the Generating Facility may endanger the integrity of IPU's electric system, any property or the environment, IPU shall have the right to enter onto Customer's premises and disconnect Customer's Generating Facility from IPU's system. Customer's Generating Facility shall remain disconnected until such time as IPU has provided written confirmation that the condition(s) referenced in (a) and (b) of this Subsection 5.3 have been corrected.

## **6. ACCESS TO PREMISES**

IPU may enter Customer's premises at all reasonable hours without notice to Customer for the following purposes:

- (a) To inspect Customer's protective devices and read or test the meter(s); and
- (b) To disconnect the Generating Facility and/or service to Customer, whenever in IPU's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, IPU's facilities, or property of others from damage or interference caused by the Generating Facility, or the absence or failure of properly operating protective devices.

## **7. PERMITS AND MAINTENANCE**

Customer shall, at its sole cost and expense, (a) maintain the Generating Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to Section 3, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities and performance of this Agreement. Customer shall reimburse IPU 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 Generating Facility and performance of this Agreement.

## **8. INDEMNITY AND LIABILITY**

- 8.1. Customer shall defend, indemnify, and hold harmless IPU's elected or appointed officials, directors, and/or officers, its employees, representatives, and agents (individually and collectively hereinafter "IPU Indemnitees"), from and against any and all liabilities, claims, actions, causes of action, suits, proceedings, demands, losses, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and costs (collectively "Claims"), which IPU Indemnitees may suffer or incur or to which IPU Indemnitees may be subject by reason of or arising out of by the negligent or willful acts or omissions of Customer, or any of its respective agents, officers, directors, employees, consultants or subcontractors, committed in connection with (a) any act or omission in the engineering, design, construction, destruction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Generating Facility, (b) any act or omission in the replacement, addition, betterment, reconstruction, removal, or destruction, of or to the Generating Facility, or (c) the Generating Facility. The foregoing notwithstanding, the provisions of this paragraph shall not apply to Claims occurring as a result of negligence or willful misconduct proven to have been caused by IPU Indemnitees.
- 8.2. The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.
- 8.3. The provisions of this Section 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.
- 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. Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.
- 8.6. Notwithstanding the provisions of Section 8.1, Customer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of IPU's facilities and IPU shall not be liable for any such damage so caused.

## **9. RATES AND BILLING**

- 9.1. Subject to Section 9.2, Customer shall be billed and/or compensated in accordance with IPU's Schedule ERG.
- 9.2. No compensation for electricity delivered to the grid will be made to Customer, *unless Customer agrees to or certifies (as applicable) to both of the following:*

*\_\_\_\_\_ (Please initial) Customer agrees that all environmental attributes and/or renewable energy credits ("REC"), associated with all kilowatt-hours generated by the Generating Facility shall be the property of IPU.*

*\_\_\_\_\_ (Please initial) Customer hereby certifies that they have sole ownership of the environmental attributes and REC associated with the energy generated from the Generating Facility. Customer hereby transfers to IPU all rights, title, and interest Customer has to such environmental attributes and RECs.*

## **10. 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. IPU and Industry 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 (AC), such insurance shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to IPU prior to cancellation, termination, alteration, or material change of such insurance.

## **11. GOVERNING LAW, VENUE**

This Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of California as if executed and to be performed wholly within the State of California, without regard to conflicts of law rules thereof. Any action at law or equity brought by either Party for the purpose of enforcing a right or rights provided in this Agreement shall be brought only in a court of proper jurisdiction in the County of Los Angeles, State of California, and the Parties hereby waive all other provisions of law providing for a change of venue in such proceedings to any other county. In event of a conflict between this contract and applicable provisions of state law, the later shall apply.

## **12. MODIFICATIONS, WAIVER, INTERPRETATION**

- 12.1. No amendment or modification to this Agreement shall be effective unless in a writing duly executed 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.
- 12.2. This Agreement shall supersede any existing agreement with IPU under which Customer is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the effective date of this Agreement.
- 12.3. This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 12.4. Except as expressly modified herein, IPU's Rules and Regulations for Electrical Service as adopted from time to time by IPU shall continue to be applicable to IPU's provision of electrical service to Customer and performance of this Agreement.

## **13. NOTICES**

- 13.1. Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:

**If to IPU:**

Industry Public Utilities  
15625 Mayor Dave Way  
City of Industry, California 91744  
Attention: Public Utilities Director

**With a copy to:**

Casso and Sparks, LLP  
13300 Crossroads Parkway North, Suite 410

City of Industry, California 91744  
Attention: James M. Casso, General Counsel

Customer:

To the mailing address listed on page 1 of this Agreement.

- 13.2. Customer's notices to IPU pursuant to this Section shall refer to the Generating Facility Identification Number that is set forth in Section 2.2.
- 13.3. In the event of an emergency, Customer shall immediately notify IPU at its 24-hour emergencies number, 1-877-811-8700 , of any emergency situations related to the Generating Facility.

**14. TERM AND TERMINATION OF AGREEMENT**

- 14.1. This Agreement shall become effective on the date this Agreement is duly executed by both Parties as set forth in Section 17 below and shall continue in full force and effect until terminated as provided herein.
- 14.2. This Agreement shall terminate on the earliest to occur of:
  - 13.2.1 The thirtieth (30) day after Customer gives IPU prior written notice of termination with or without cause in accordance with Section 13.
  - 13.2.2 The date both Parties agree in writing to terminate this Agreement.
  - 13.2.3 The first day after IPU gives Customer written notice of termination for cause, provided that IPU shall first have given Customer written notice of Customer's breach of this Agreement and within thirty days of IPU's sending notice of such breach, Customer fails to cure such breach or, if such breach requires more than thirty days to cure, Customer fails to promptly commence cure of such breach and diligently prosecute such cure to completion.
  - 13.2.4 The date IPU is no longer the electric supplier to Customer's premises; or
  - 13.2.5 The date changes to Customer's electric load, or other circumstances, cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement.
- 13.3. After termination of this Agreement, any electric service provided by IPU to Customer shall be pursuant to and in accordance with Customer's Rate Schedule.

## **15. AUTHORIZED REPRESENTATIVE**

IPU's Authorized Representative is the Public Utilities Director, or his designee. IPU may change its Authorized Representative by giving Customer notice pursuant to Section 13.

## **16. ASSIGNMENT PROHIBITED**

Customer understands and agrees that this Agreement is personal to Customer and that Customer shall not assign or transfer in any way all or any portion of this Agreement to any other person or entity of any kind. Any attempt by Customer to assign or transfer in any way all or any portion of this Agreement shall be void ab initio.

## **17. SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement is effective as of the latter of the two dates set forth below.

### **Customer**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### **Industry Public Utilities**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By:

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Commission Secretary

APPROVED AS TO FORM:

By:

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General Counsel

**SUBMITTALS REQUIRED:**

1. Building Permit
2. Electric Single Line Diagram
3. Electric Load Schedule
4. Site Plan
5. Solar Generating System Electric Specifications
6. Solar Generating System Electric Certification