

APPENDIX D

BURBANK WATER AND POWER Electrical Interconnection and Metering Agreement for Solar Electric Generating Facilities and/or Battery Energy Storage Systems

This Electrical Interconnection Agreement for Net Energy Metering from Solar Electric Generating Facility and/or Battery Energy Storage System (this "Agreement") is made and entered into this ___ day of _____, 20___, by and between _____ ("Customer") and the City of Burbank, through its Burbank Water and Power (BWP), referred to collectively as "Parties" or individually as "Party."

The Parties agree as follows:

Section 1. Applicability and Definitions

This Agreement provides the requirements for Customer to interconnect and operate Solar Electric Generating Facilities (SEG) (Interconnection Type A) or stand-alone Battery Energy Storage Systems (BESS) of up to 1.0 MW (Interconnection Type C) or combination of both SEG and BESS (Interconnection Type B) onsite at a Customers' premises in parallel with the BWP Distribution System in order to serve a portion or all of the Customer's electrical loads. The term "BWP Distribution System" means all electrical wires, wires, equipment, and other facilities owned or provided by BWP other than customer-owned interconnection facilities, by which BWP provides electrical distribution service to its customers, including the Customer. Net Metering is applicable only to customers who satisfy all requirements of the definition of an "Eligible Customer-Generator" as set forth in Section 2827 of the California Public Utilities Code on the effective date of this Agreement (such customers that satisfy all such requirements, referred to herein as "Net Metering Customer"). SEG capacity shall be limited to a maximum of 100% of the customer's consumption for a full twelve-month period immediately prior to the execution of this Agreement. BESS when combined with SEG shall be rated as close to the SEG kW rating as standard battery sizes permit but not to exceed 150% of the SEG kW rating. BESS stand-alone systems size are limited by the rating of utility equipment serving the customer's premises and will NOT BE PERMITTED TO EXPORT energy to the BWP Distribution System.

Section 2. Description of Solar Electric Generating Facility or Battery Energy Storage System or Both

Customer can elect to interconnect and operate a solar electric generating facility or a battery energy storage system or both located on Customer's owned, leased or rented premises within the City of Burbank and operate it in parallel with BWP's electric grid, so long as such interconnection and operation complies with all conditions and requirements set forth in this Agreement. Customer represents that these facilities are intended primarily to offset all or part of the Customer's own electrical requirements.

2.1 The Facility shall consist of photovoltaic electricity-generating modules, a battery energy storage system (if Interconnection Type B or C is selected below), 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.

2.2 Interconnection Type

Please select applicable Interconnection Type

A. Solar Electric Generating Facility Only

B. Solar Electric Generating Facility and Battery Energy Storage System

C. Battery Energy Storage System Only

2.3 Solar Electric Generating System Size (CEC AC kilowatts)
_____ kW

2.4 Expected Annual Generation from Solar Generating Facility:
_____ kWh

The most recent 12 months of energy consumption shall be used to determine the proper size of the photovoltaic system which should not exceed customer's prior 12 months of consumption.

2.5 Battery Energy Storage System Rated Output
_____ kW

2.6 Battery Energy Storage System Rated Capacity:
_____ kWh

2.7 Inverter Manufacturer and Model Number

2.8 Inverter Rating (kW_{AC}) (Total kW where Facility consists of more than one inverter)

2.9 DC Source Rating (kW_{DC}) (Total kW where Facility consists of more than one inverter)

2.10 Facility Address:

2.11 Customer's Phone Numbers

Home () _____ Cell () _____

Work () _____

2.12 The Facility expects to begin operation on or about this date: _____

2.13 Specific location of lockable and utility accessible Inverter, A/C disconnection devices and so forth located conspicuously on the property:

2.14 BWP Utility Account Number: _____

Section 3. 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 and consistent with the terms of this Agreement.

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 Utility 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 – Interconnection Types A and B

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 either receive annual payment from BWP for any net energy generation under the terms and conditions set forth in Assembly Bill 920 of 2009 or Customer may elect for any kWh credit to roll 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 Distribution 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 or otherwise negatively affect the integrity of BWP's Distribution System, BWP shall have the right to disconnect the Facility from BWP's Distribution System.
- 5.3 The Facility shall remain disconnected until such time as BWP is satisfied that the condition(s) referenced in Section 5.2 have been corrected, and BWP shall not be obligated to compensate Customer for any loss of generation or energy during any and all periods of such disconnection.
- 5.4 Customer SEG, BESS or combination of both, may automatically reconnect its Facility to the BWP Grid after normal power restoration following an outage and/or interruption without notifying BWP, provided that the SEG,BESS or combination of both ensures that these systems are anti-islanding compliant in accordance with the current releases of IEEE 1547, and UL 1741. BWP reserves the right to require that the Customer's system does not automatically reconnect if BWP notifies Customer in advance that there is a reasonable possibility 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. **(Applicable to Interconnection Types A and B only).**
- 6.3 Customer, and not BWP, shall be solely responsible for all legal, regulatory and financial obligations arising from the construction, installation, design, operation, and maintenance of the Facility in accordance with all applicable laws, regulations, and electrical codes.
- 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. **(Applicable to Interconnection Types A and B only).**

- 6.5 BWP shall own, operate and maintain on Customer's premises a Solar Performance meter capable of measuring power quality and solar output and automatically reporting this information to BWP. The Solar Performance meter panel and meter must be installed prior to interconnection of the Facility to BWP's distribution system. **(Applicable to Interconnection Types A and B only).**
- 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 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 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 the nominal AC supply
 - ii. Undervoltage -5 percent below the nominal 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 must be clearly labeled as described in the National Electric Code (NEC) and conspicuously located

shall be provided and maintained by Customer. The location of the disconnect switch shall be as described in Section 2.13.

- (e) The Facility and subcomponents must be tested for islanding in conformance with current releases of IEEE 1547 and UL 1741 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 and breaker feeding the inverter must be clearly identified inside the electrical main or sub-panel as described in the NEC.

Section 8. Battery Energy Storage System Requirements

The following requirements are applicable to “Battery Energy Storage Systems”.

8.1 Customer must provide one of the following:

- (a) Proof that battery storage is designed and built to store energy produced by the solar electric generating facility only. Battery storage system CANNOT be charged by the grid. (Interconnection Type B)
- (b) Non-Export Protective device. (Interconnection Type C only)

8.2 Total aggregate Inverter/Battery storage system rating for Facilities with more than one inverter must not exceed 150% of the solar generating system's CEC-AC kW rating.

8.3 The BESS shall be sized such that the Customer does not exceed its installed service size (Ampere rating).

Section 9. Non-Export Requirements for “Battery Energy Storage Systems Only”

The following requirements are applicable to “Battery Energy Storage Systems Only”.

9.1 A reverse-power protection device must be installed.

9.2 The connected inverter must be certified as non-islanding, and incidental export of power must be limited by the design of the interconnection.

9.3 Inadvertent Export:

Inadvertent export is a situation where the customer's load drops unexpectedly, and the on-site generation or battery cannot ramp down quickly enough to adjust to the new load. In this situation there may be a few seconds of production that cannot be used on-site because the load is no longer there. In those situations, the ability to deal with inadvertent exports for those few seconds is critical for maintaining the balance of the system. In

these situations, the battery system functions as a non-exporting system, but the ability to inadvertently exports in these rare occasions provides the customer with the ability to install systems that help them manage their on-site needs more effectively and potentially reduce the stress on the system.

BWP will permit inadvertent export provided that the export of real power from the small generating facility in any single event for a duration exceeding 30 seconds and of a magnitude no more than the generating facility's gross nameplate rating multiplied by 0.1 hours per day over a rolling 30-day period (e.g., for a 100 kVA gross nameplate BESS facility, the maximum energy allowed to be exported for a 30 day period is 300 kWh). Any export of energy under this section will not be credited to the customer's bill.

Section 10. Maintenance and Permits

- 10.1 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.
- 10.2 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.**
- 10.3 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.
- 10.4 Customer shall submit to BWP any new modification for review and approval, prior to construction.

Section 11. 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 12. 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 13. 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. BWP and the City 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 14. Rates and Billing

- 14.1 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.
- 14.2 Customer is responsible for paying all charges in the applicable Rate Schedule including the minimum charge, service charge and demand charge, when applicable, regardless of Customer's monthly or annual net generation.
- 14.3 The following are applicable to Interconnection Types A and B only:
 - a) 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 14.4 below.
 - b) 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. 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.
 - c) 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 Customer elects, 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 or until the account is closed.

- d) 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.
- e) 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.
- f) BWP shall provide residential Customers with Solar Performance and Net Energy Metering consumption information on a monthly basis.
- g) If Customer terminates service under this Agreement prior to the end of any calendar year 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 15. Governing Law

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

Section 16. 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 17. Notices

All written notices shall be directed as follows:

Burbank Water and Power
164 West Magnolia Blvd.
Burbank, California 91502

Customer: Customer's name and address as shown in Section 2.

Customer's notices to BWP pursuant to this Section must refer to the Facility Identification Number set forth in Section 2.

Section 18. Term of Agreement and Termination

- 18.1 This Agreement shall be in effect when signed by the Customer and BWP.
- 18.2 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.
- 18.3 Customer may terminate this Agreement at any time upon providing thirty (30) days prior written notice to BWP.
- 18.4 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 19. Assignment Prohibited

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

Section 20. Understanding

This Agreement contains the entire understanding between the Parties and supersedes 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 21. 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.

Section 22. Limitation on Liability

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE CITY OF BURBANK (INCLUDING ANY OF ITS DEPARTMENTS, EMPLOYEES, OFFICERS OR AGENTS) SHALL NOT BE LIABLE TO CUSTOMER FOR COSTS OF PROCUREMENT OF

SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT THE CITY OF BURBANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Customer

Burbank Water and Power

Signature

Signature

Print Name

Print Name

Title

Title