

Interconnection and Net Energy Metering Agreement for Residential Customers or Small Commercial customer of a Solar, Wind or Hybrid of both Generating Facility Having a Capacity of Less Than 30kW

DECLARATIONS

This "Interconnection and Net Energy Metering Agreement for Residential Customers or Small Commercial Customers Interconnecting a Solar, Wind or Hybrid of Both Generating Facility having a capacity of less than 30 kW ("Agreement"), is entered into by and between the Customer-Generator ("CG") and Liberty Utilities (CalPeco Electric) LLC ("Liberty Utilities" or "Utility"), sometimes referred to herein jointly as "Parties" or individually as "Party," consistent with, and in order to effectuate, the provisions of Sections 2827 and 2827.7 of the California Public Utilities Code and Tariff Schedule "Net Energy Metering" ("NEM"). This Agreement applies to the CG's "Solar, Wind or Hybrid of Both Generating Facility" ("Facility") identified below with the specified characteristics, and does not allow interconnection or operation of facilities different than those described. Accordingly, the Parties agree as follows:

1. APPLICABILITY

This Agreement is applicable only to CGs who qualify as Residential Customers or Small Commercial Customers installing a Facility of less than 30 kW capacity that is located on the CG's premises and is intended to be used primarily to offset the CG's electric use at the premises.

2. IDENTITY AND LOCATION OF GC's FACILITY

This Agreement is applicable only to a Facility at the location below. Facility may not be relocated or connected to Liberty Utilities system at any other location without Liberty Utilities express written permission.

Customer Meter Number: _____ (Assigned by Liberty Utilities)

Customer Account Number: _____ (Assigned by Liberty Utilities)

Facility Location: _____

Address: _____

City/State/Zip: _____

3. DESCRIPTION OF CG’s EQUIPMENT

A. Effective Operating Capacity: See tables

	Type of Generator (Solar/Wind)	Solar Panels and/or Wind Generator Rating (watts)	Manufacturer of Solar Panel and/or Wind Generator
	A	B	C
1			
2			

	Manufacturer of Inverter/Controller & Model Number	AC Output Rating Watts and Voltage	CEC Efficiency Rating	Effective Output (watts)
	D	E	F	G*
1				
2				

*(G) is computed as the lesser of (B) times (F) or (E) times (F)

B. Type of Visible and Lockable AC Disconnect Equipment:

To operate safely the CG’s Facility must have the capability of being disconnected from Liberty Utilities’ distribution system by a dedicated switch located near but not within the customer’s electrical panel, which must be accessible by Liberty Utilities.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

C. Expected Date the Facility Will Commence Operation:

The Facility is expected to operate in parallel with Liberty Utilities’ electric system on _____ which shall be not be more than eighteen months from the date of this Agreement. However, CG shall not commence parallel operation with Liberty Utilities until written approval has been provided by Liberty Utilities. (CG Initials_____).

4. METERING AND BILLING

Metering requirements and billing procedures shall be governed by CG’s Otherwise Applicable Rate Schedule and the provisions of Schedule NEM. By signing this Agreement CG understands it will be billed and will be required to pay in each billing period for the monthly non-energy charges (i.e., non-per kWh charges) due under CG’s otherwise-applicable tariff rate schedule. However, CG may (at its option) pay any amount for energy charges (including distribution, transmission, etc.) each billing period, with the understanding that any and all payments will be reconciled annually as set forth herein and as provided in Schedule NEM. The CG’s charges will be totaled including: (1) the non-energy charges, and (2) the charge for any net-energy consumption as defined in Schedule NEM. The CG’s total payments for the twelve (12) months or other Relevant Period as provided in Schedule NEM, will then be subtracted from the total charges. The CG will then be billed for any balance due. If the CG elected to pay energy charges each billing period and as a result has overpaid for the energy they consumed on an annual basis, a one-time credit will be applied to the next month’s bill following the annual reconciliation.

5. DECLARATIONS, ATTACHMENTS AND AGREEMENT TO TERMS

CG has read, understands, and agrees that interconnection of the facilities of the CG shall be established and maintained in accordance with the terms in Attachment A, PROVISIONS, incorporated herein by reference.

This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

1. Attachment A, PROVISIONS

2. In addition, Liberty Utilities Electric Tariff Rules and Rates as amended from time to time, on file with the California Public Utilities Commission of the State of California (“CPUC”), including but not limited to Rules 1, 2, and 21, Schedule NEM, and CG’s otherwise-applicable tariff rate schedule.

6. SIGNATURES

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

CUSTOMER-GENERATOR	LIBERTY UTILITIES
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

CUSTOMER GENERATOR INTERCONNECTION

CUSTOMER GENERATOR NAME _____

ATTACHMENT “A”

PROVISIONS OF INTERCONNECTION AGREEMENT

(Agreement between Liberty Utilities and Customer-Generator)

1. PURPOSE OF INTERCONNECTION AND REPRESENTATIONS

The purpose of this Agreement is to allow CG to interconnect with Liberty Utilities' distribution system, subject to the provisions of this Agreement and Liberty Utilities' tariff Schedule NEM. CG has elected to interconnect and operate its Facility in parallel with Liberty Utilities' electric grid. The Facility is intended primarily to offset part or all of the CG's own electrical requirements. CG shall at all times comply with this Agreement as well as with all applicable codes, standards, laws and tariffs, and applicable requirements of the CPUC, and as amended from time to time.

2. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES

2.1 Liberty Utilities may require CG to interrupt or reduce the output of its Facility under the following circumstances:

(a) Whenever Liberty Utilities 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

(b) Whenever Liberty Utilities determines in its sole judgment, that curtailment, interruption, or reduction of CG's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

2.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time Liberty Utilities determines the continued parallel operation of the Facility may endanger the public or Liberty Utilities personnel, or affect the integrity of Liberty Utilities' electric system or the quality of electric service provided to other Customers, Liberty Utilities shall have the right to require the Facility to be immediately disconnected from Liberty Utilities' electric system. The Facility shall remain disconnected until such time as Liberty Utilities is satisfied, in its sole judgment that the condition(s) causing such disconnection have ended or have been corrected.

2.3 Whenever feasible, Liberty Utilities shall give CG reasonable notice of the possibility that interruption or reduction of deliveries may be required.

2.4 Electrical energy and capacity provided to CG during periods of curtailment or interruption of the output of the Facility shall be provided pursuant to the terms of the otherwise applicable tariff rate schedule(s) applicable to the electric service account to which the Facility is connected.

3. INTERCONNECTION

3.1 CG shall deliver the energy in excess of its on-site requirements to Liberty Utilities at the utility's meter.

3.2 The metering requirements are detailed in Liberty Utilities' Schedule NEM and, if applicable, Rule 21.

3.3 CG shall not commence parallel operation of the Facility until receipt of the following by Liberty Utilities and written approval has been provided by Liberty Utilities:

- (a) A completed and signed Net Metering Application; and
- (b) A completed and signed Interconnection And Net Energy Metering Agreement; and
- (c) A copy of the CG's final inspection clearance from the governmental authority having jurisdiction over the Facility.

With these three documents fully complete, Liberty Utilities' field inspection and approval shall not be unreasonably withheld. Such approval shall normally be provided no later than (5) business days following Liberty Utilities' inspection.

3.4 Liberty Utilities shall have the right to have its representatives present at the final inspection made by the governmental authority jurisdiction to inspect and approve the installation of the Facility. CG shall notify Liberty Utilities in accordance with the terms of Section 11, herein at least five (5) days prior to such inspection.

3.5 CG authorizes Liberty Utilities to release to the California Energy Commission ("CEC") and the CPUC information regarding CG's Facility, including customer name, location, size, and operational characteristics, as requested from time to time pursuant to the CPUC's and the CEC's rules and regulations.

4. FACILITY DESIGN REQUIREMENTS

4.1 CG shall be responsible for the design, installation, and operation of the Facility.

4.2 The Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the CPUC regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929 and UL Standard 1741.

4.3 CG shall not add generation capacity in excess of the effective AC output rating set forth in the Section 3 of the Declaration to this Agreement, or otherwise modify the Facility without the prior written permission of Liberty Utilities.

5. MAINTENANCE AND PERMITS

5.1 CG shall:

- (a) Maintain the Facility in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 4, and
- (b) Obtain any governmental authorizations and permits required for the construction and operation of the Facility. CG shall reimburse Liberty Utilities for any and all losses, damages, claims, penalties, or liability it incurs as a result of CG's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of CG's Facility.

5.2 Liberty Utilities shall have the right to review and obtain copies of CG's operations and maintenance records, logs, or other information, pertaining to CG's Facility or its interconnection with Liberty Utilities' distribution system.

6. ACCESS TO PREMISES

Liberty Utilities may enter CG's premises for the following purposes:

- (a) After giving reasonable notice to CG, to inspect CG's protective devices and read or test meter(s); and,
- (b) Without notice to disconnect the Facility and/or service to CG, whenever in Liberty Utilities' sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, Liberty Utilities' facilities, or property of others from damage or interference caused by the Facility, or the absence or failure of properly operating protective devices.

7. INDEMNITY AND LIABILITY

7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party 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 attorneys' 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 the indemnitor's facilities, or
- (b) The making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

7.2 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.

7.3 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.

7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

7.5 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.

7.6 If CG fails to comply with the insurance provisions of this Agreement, CG shall, at its own cost, defend, save harmless and indemnify Liberty Utilities, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had CG complied with the insurance provisions of Section 8. The inclusion of this Section 7.6 is not intended to create any expressed or implied right in CG to elect not to provide any such required insurance.

7.7 Notwithstanding the provisions of Section 7.1, CG shall be responsible for protecting its Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of Liberty Utilities' facilities and Liberty Utilities shall not be liable for any such damage so caused.

8. INSURANCE

8.1 To the extent that CG has currently in force Property insurance and CG Liability or Personal Liability insurance, CG agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Liberty Utilities shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing parallel operation.

8.2 CG shall meet the standards and rules set forth in Sections 4 and 5, have the appropriate liability insurance required in Section 8.1 and shall not be required to purchase any additional liability insurance.

8.3 Such insurance required in Section 8.1 shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to the utility prior to cancellation, termination, alteration, or material change of such insurance.

8.4 All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Liberty Utilities (CalPeco Electric) LLC
Attn: Net Metering Administrator
933 Eloise Ave.
South Lake Tahoe, CA 96150

9. GOVERNING LAW, JURISDICTION OF CPUC, INCLUSION OF LIBERTY UTILITIES'S RATE SCHEDULES AND RULES

9.1 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 without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

9.2 This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

9.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the rate schedules and rules applicable to the electric service provided by Liberty Utilities.

9.4 Notwithstanding any other provisions of this Agreement, Liberty Utilities shall have the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT

10.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.

10.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in anyone or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

10.3 This Agreement shall supersede any existing agreement under which CG is currently operating the Facility identified in Section 2 of the Declaration, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.

10.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.

10.5 Neither Party shall voluntarily assign this Agreement or any of its rights or duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld. Any such assignment or delegation made without such written consent shall be null and void.

11. NOTICES

11.1 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 Liberty Utilities:

Liberty Utilities (CalPeco Electric) LLC

Attention: Net Metering Administrator

Address: 933 Eloise Ave.

City: South Lake Tahoe, CA 96150

IF TO CG: CG (Name & Address Below):

Attention: _____

Address: _____

City: _____

Phone: _____ FAX: _____

12. TERM AND TERMINATION OF AGREEMENT

12.1 This Agreement shall become effective as of the later of the two dates identified by signature of CG and Liberty Utilities, and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days prior written notice in accordance with Section 11, herein.

12.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to CG by Liberty Utilities; or (b) changes to CG's electric load which cause CG to no longer satisfy all requirements of the definition of an Eligible CG set forth in Section 2827 (b)(2) of the California Public Utilities Code.