

DOCKETED	
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SECTION 2 AMENDED BY NEEDLES CITY COUNCIL AND NEEDLES PUBLIC
UTILITIES AUTHORITY DECEMBER 8, 2015 AMENDED MAY 7, 2019

**PHOTOVOLTAIC INTERCONNECTION AGREEMENT
FOR
NET ENERGY METERING
FROM
RESIDENTIAL AND SMALL COMMERCIAL SOLAR ELECTRIC GENERATING
FACILITIES
OF 10 KILOWATTS OR LESS**

_____(“Customer-Generator”), and
Needles Public Utility Authority (“NPUA”) referred to collectively as “Parties” and
individually as “Party”, agree
as follows:

1. SOLAR-ELECTRIC GENERATING FACILITY:

1.1 PVID Number: _____

1.2 PV Array Rating: _____kW.

1.3 Address: _____

1.4 Facility will be ready for operation on or about _____
(date)

1.5 Location of NPUA Substation and Circuit:

1.6 Operating Option

Customer-Generator has elected to operate its solar-electric generating facility in parallel with NPUA’s facilities. The solar-electric generating facility is intended primarily to offset part or all of the Customer-Generator’s own electrical requirements.

2. PAYMENT FOR NET ENERGY

2.1 For eligible residential and small commercial customer-generators, the net energy metering calculation shall be made by measuring the difference between the electricity supplied to the eligible customer-generator and the electricity generated by the eligible customer-generator and fed back to the electric grid over a monthly and 12-month period. The following rule shall apply to the annualized net metering calculation:

2.2 Customer will be billed on a monthly basis, regardless of Customer's previous billing cycle. 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.

2.3 At the end of each one-month billing period following the date of first interconnection, NPUA shall determine if Customer was a net consumer or a net producer of electricity during the one-month time period.

2.4 In the event the electricity supplied by NPUA during the one-month period exceeds the electricity generated and fed back to the grid by Customer during the same period, Customer is a net energy consumer. If Customer is a net energy consumer, NPUA shall bill Customer for the net energy consumption during such billing period based on the Customer's Rate Schedule and Customer shall pay for such net energy consumption monthly in accordance with Customer's monthly billing statement.

2.5 In the event the electricity supplied by NPUA during the one-month period is less than the electricity generated and fed back to the grid by Customer during the same period, Customer is a net energy producer. If Customer is a net energy producer, any excess kilowatt-hours generated during the billing cycle shall be carried over to the following billing period on a monetary basis until the end of the 12-month period.

2.6 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 same price per kilowatt-hour as NPUA would charge for the baseline quantity of electricity 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 NPUA would charge electricity over the baseline quantity during the billing period.

2.7 The eligible customer –generator account shall, at the end of the 12-month period following the date of final interconnection of the customer-generator's system with the NPUA distribution system, and at each anniversary month thereafter, be evaluated and reconciled for electricity used or generated during the period.

2.8 NPUA shall retain any Net Surplus Energy generated by Customer, including any associated environmental attributes or renewable energy credits ("RECs"), and Customer's credits shall be reset to zero for the subsequent 12-month period. No payment will be made to Customer for the excess energy delivered to NPUA's grid, unless Customer elects a compensation option in Subsection 2.11.

2.9 NPUA will determine if the customer-generator was a net consumer or a net producer of electricity during that period.

2.10 Customer may be eligible for Net Surplus Energy Compensation. The Customer's Net Surplus Energy Compensation shall be calculated over a 12-month period. If Customer is eligible for Net Surplus Compensation, customer shall be compensated pursuant to the method selected by Customer in Subsection 2.11. Such Net Surplus Compensation Rate shall provide just and reasonable compensation for the value of the Net Surplus Energy, and shall be adopted by the Board of Public Utilities and the Needles Public Utility Authority. Such Net Surplus Compensation Rate shall be reviewed and subject to change on an annual basis.

2.11 At the end of the 12-month period, upon certification by the Customer that they have sole ownership of the environmental attributes and RECs associated with the energy generated from the Generating Facility in accordance with Subsection 2.12 Customer may receive Net Surplus Energy Compensation for Net Surplus Energy by affirmatively electing one of the following methods (Please initial just one): The Customer will be required to complete this form annually prior to the end of a 12-month period. If an annual form is not returned by the requested due date the response below will automatically be the default response.

(a). ____ Receive monetary compensation for Net Surplus Generation exported to NPUA during the prior 12-month period at the Net Surplus Energy Compensation Rate

(b). ____ Receive the Net Surplus Energy Compensation as a kilowatt-hour credit calculated using the Net Surplus Energy Compensation rate and applied against future billing periods.

____ (Please initial) By making this election, I also agree that all environmental attributes and RECs associated with the kilowatt-hours generated shall be the property of NPUA.

2.12 Customer hereby certifies that they have sole ownership of the environmental attributes and RECs associated with the energy generated from the Generating Facility. For Customers who elect to receive Net Surplus Energy Compensation based on a per kilowatt-hour rate in accordance with Subsection 2.11, the environmental attributes and RECs associated with the kilowatt-hours in which the Customer received Net Surplus Energy Compensation at the per kilowatt-hour rate shall be the property of the NPUA. Customer hereby transfers to the NPUA all rights, title, and interest Customer has to such environmental attributes and RECs. Customers who elect to receive Net Surplus Energy Compensation based on a per kilowatt-hour credit calculated using the net surplus energy compensation rate and applied in accordance with Subsection 2.11 may elect to transfer to City all rights, title, and interest Customer has to such environmental attributes and RECs.

2.13 All net consumption over 12 months will be charged the Utility Users Tax, not to exceed the rate of two and a half percent (2.5%) as

established by Ordinance No. 545-AC and the Mandated Conservation fee (adopted every October) as established by Resolution No. 7-24-07.

3. INTERRUPTION OR REDUCTION OF DELIVERIES

3.1 NPUA shall not be obligated to accept or pay for, and may require Customer-Generator to interrupt or reduce, deliveries of as-available energy:

(a) When necessary in order to construct, install, maintain, repair, replace, remove, Investigate, or inspect any of its equipment or any part of its system; or

(b) If NPUA determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

3.2 Whenever possible, NPUA shall give Customer-Generator reasonable notice of the possibility that interruption or reduction of deliveries may be required.

3.3 Notwithstanding any other provisions of this Agreement, if at any time NPUA determines that either:

(a) the facility may endanger NPUA personnel, or

(b) the continued operation of Customer-Generator's facility may endanger the integrity of NPUA's 's electric system, NPUA shall have the right to disconnect Customer-Generator's facility from NPUA 's electric system. Customer-Generator's facility shall remain disconnected until such time as NPUA is satisfied that the conditions(s) referenced in (a) or (b) of this Section 3.3 have been corrected.

4. INTERCONNECTION

4.1 Customer-Generator shall deliver the as-available energy to NPUA at the utility's meter.

4.2 Customer-Generator shall pay for designing, installing, operating, and maintaining the solar-electric generating facility in accordance with all applicable laws and regulations and shall comply with NPUA's Appendix A, which is attached hereto.

4.3 Customer-Generator shall not commence parallel operation of the generator facility until written approval of the interconnection facilities has been given by NPUA. Such approval shall not be unreasonably withheld. NPUA shall have the right to have representatives present at the initial testing of Customer-Generator's protective apparatus.

5. METER REQUIREMENTS

5.1 NPUA shall own, operate and maintain on Customer's premises a single meter capable of registering the flow of electricity in two directions ("Required Meter"). In addition, the meter shall be capable of recording time-of-use information for all customers. NPUA may waive metering requirements of this Section; provided such waiver shall be applied in a non-discriminatory manner.

5.2 If the existing electrical meter of Customer is not capable of measuring the flow of electricity in two directions or supplying time-of-use information, Customer shall be responsible for all expenses involved in NPUA purchase and installation of a Required Meter. NPUA may waive metering expenses of this Section; provided such a waiver shall be applied in a non-discriminatory manner.

6. OWNERSHIP OF ENVIRONMENTAL ATTRIBUTES

Customer shall assign NPUA any and all environmental attributes, renewable energy credits ("RECs"), green tags, energy or carbon credits/allowances with respect to the PV solar systems, and agree that NPUA shall have sole discretion and full benefits of any and all environmental attributes from distributed solar generation within NPUA service territory.

5. MAINTENANCE AND PERMITS

Customer-Generator shall obtain any governmental authorizations and permits required for the construction and operation of the solar-electric generating facility and interconnection facilities and shall maintain all facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, NPUA's Appendix A.

Customer-Generator shall reimburse NPUA for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's generating facility.

6. ACCESS TO PREMISES

NPUA may enter Customer-Generator's premises:

(a) to inspect, at all reasonable hours, Customer-Generator's protective devices and read or test meter; and

(b) to disconnect, without notice the interconnection facilities if, in NPUA's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or NPUA's facilities, or

property of others from damage or interference caused by Customer-Generator's solar-electric facilities, or lack 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 such 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 attorney's 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, or (b) the making of replacements, additions, betterments to, or reconstruction of, the indemnitor's facilities; provided, however, Customer-Generator's duty to indemnify NPUA hereunder shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from interruptions in electrical service to NPUA's customers other than Customer-Generator. 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 Notwithstanding the indemnity of Section 7.1, and except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its facilities resulting from electrical disturbances or faults.

7.3 The provisions of this Section 7 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with 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 If Customer-Generator fails to comply with the insurance provisions of this Agreement, if any, Customer-Generator shall, at its own cost, defend, hold harmless and indemnify NPUA, 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 attorneys' fee 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 NPUA, to the extent that NPUA would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 7.5 is not intended to create any express or implied right in Customer-Generator to elect not to provide any such required insurance.

8. INSURANCE *(Optional)*

8.1 Customer-Generator shall maintain, during the term of this Agreement Comprehensive Personal Liability Insurance with a combined single limit of not less than one hundred thousand dollars (\$100,000) for each occurrence.

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

8.3 NPUA shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

8.4 Customer-Generator shall furnish the required certificates and endorsements to NPUA prior to commencing operation.

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

NPUA - 817 Third Street
Needles, California 92363

9. GOVERNING LAW

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.

10. AMENDMENT MODIFICATION 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 of 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 waiver of the breach of any other term or covenant unless such waiver is in writing.

11. APPENDIX

The Agreement includes the following appendix, which is attached and incorporated by reference:

Appendix A: NPUA's Photovoltaic Interconnection Standards for
Residential Solar Electric Generating Facilities of 10 kW or Less

12. NOTICES

All written Notices shall be directed as follows:

NPUA- 817 Third Street
Needles, California 92363

CUSTOMER-GENERATOR:

Name
Address
City

Customer-Generator's notices to NPUA pursuant to this Section 12
shall reference the PVID Number set forth in Section 1.1

12.1 In the event of an emergency, Customer shall immediately notify
NPUA at its 24-hour emergencies number, 760-326-5700, of any
emergency situation related to the Generating Facility.

13. TERM OF AGREEMENT

This Agreement shall be in effect when signed by the Customer-
Generator and NPUA and shall remain in effect thereafter month-to-
month unless terminated by either Party on thirty (30) days' prior written
notice in accordance with Section 12.

14. ASSIGNMENT PROHIBITED

Customer-Generator understands and agrees that this Agreement is
personal to Customer and that Customer-Generator 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-Generator to
assign or transfer in any way all or any portion of this Agreement shall be
void ab initio.

15. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this
Agreement to be executed by their duly authorized representatives.

(CUSTOMER-GENERATOR)

NPUA

By: _____

Name:

Title:

By: _____

Name

Title:

Date: _____

Date: _____