

Applicable to customers receiving service on MVU's Residential Rates

1. **Customer Name:** _____
Customer Address: _____
2. **MVU Electric Service Account Number:** _____
3. **Service Address:** _____
4. **Applicability**

The Net Metering Option is applicable to Customers owning and operating a wind turbine or solar electrical generation facility with a capacity of not more than 1 megawatt ("MW") at the Customer's premises which operates in parallel with MVU's distribution facilities and is intended primarily to offset part or all of the Customer's own electrical requirements. In addition to this Agreement, the Customer is subject to meeting all additional requirements of the Net Metering 2.0 Schedule and must sign MVU's "Electrical Interconnection Agreement For Net Energy Metering from Solar Electric or Wind Turbine Generating Facilities of 1 Megawatt or Less" (Interconnection Agreement).

5. Settlement Method

Billing and payments shall be made in accordance with the Net Metering 2.0 Schedule.

The Customer is responsible for all charges due under the otherwise applicable Rate Schedule, including the Fixed Monthly Charge and surcharges and taxes.

On a monthly basis, MVU will credit the Customer's account for (1) energy that is received by MVU from the Customer, as measured by MVU-installed metering equipment, at the Net Surplus Compensation Rate. MVU shall retain the Renewable Energy Credits associated with the energy received by MVU from the Customer.

6. Effective Date, Modification, and Termination

This Agreement shall be in effect when signed by the Customer and MVU, and shall remain in effect thereafter until the earlier of the following: (1) the Interconnection Agreement between MVU and the Customer is terminated, or (2) the end of the Service Term under the Net Metering 2.0 Schedule.

In addition to termination of the Interconnection Agreement and the end of the Service Term under the Net Metering 2.0 Schedule, this Agreement may be terminated only by mutually signed written agreement of both the Customer and MVU and such termination shall be effective the last day of the Customer's billing cycle.

7. Rates and Electric Service Rules

This Agreement will at all times be subject to MVU's Rates and Electric Service Rules, as amended from time to time. Any changes to MVU's Rates or Rules that would act to modify this Agreement shall automatically be incorporated herein without need for a formal amendment.

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

This Agreement is effective as of the last date set forth below.

Customer

Signature

Print Name

Title

Date

Moreno Valley Utility

Signature

Print Name

Title

Date

APPROVED AS TO LEGAL FORM:

City Attorney

Date

_____ ("Customer") and the Moreno Valley Utility ("MVU"), referred to collectively as "Parties," or individually as "Party," agree as follows:

1. Solar Or Wind Generating Facility

- 1.1 MVU Account Number: _____
- 1.2 Photovoltaic/Solar (PV) Array Rating: _____
 Wind Turbine (WT) Rating: _____
- 1.3 Customer's Service Address: _____
- 1.4 Customer's Billing Address: _____
- 1.5 Customer's Phone No. at Service Address: _____ Alternate: _____
- 1.6 The Facility consists of either a wind turbine or photovoltaic electricity-generating modules, electrical controls, an inverter, automatic disconnect, manual disconnect and wiring to connect all of the above to MVU's electricity distribution system at MVU's meter (collectively referred to hereafter as the "Facility")
- 1.7 The Facility will be ready for operation on or about: (mm/dd/yy) _____
- 1.8 Exact location of publicly accessible disconnection device: _____

2. Operating Option

- 2.1 Customer has elected to 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 MVU. The Facility is intended primarily to provide part or all of the Customer's own electrical energy requirements.

 By signing this Interconnection Agreement, 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 Interconnection Agreement and in MVU's Electric Service Rules (the "Rules"), a true and correct copy of which is attached hereto and incorporated herein by this reference. Any conflict between this Interconnection Agreement and Rules will be governed by the terms of the Rules.
- 2.2 Pursuant to Electric Service Rule No. 21, based on facility type and size, an Interconnection Fee may required.

3. Credits For Net Energy

Customer is eligible to receive credits for energy if Customer's monthly energy generated by the Facility exceeds Customer's monthly energy requirements, calculated by the "Net Metering." Net Metering uses a non-demand, time differentiated meter or meters to measure the difference between the energy supplied by MVU and the energy generated by the Facility and supplied to MVU. Net metering account billing options, net energy carryover rules and restrictions, and energy costs for the account in Section 1 are controlled by MVU's Net Metering Schedule in effect at the time of Customer's signing of this Interconnection Agreement.

4. Interruption Or Reduction Of Deliveries

- 4.1 MVU shall not be obligated to accept, and MVU may require Customer to interrupt or reduce, deliveries of energy to MVU: (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of MVU's equipment or part of the MVU system; or (b) if MVU determines that curtailment, interruption, or reduction of receipt of energy from Customer's Facility is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.
- 4.2 Notwithstanding any other provision of this Agreement, if at any time MVU, in its sole discretion, determines that either (a) the Facility may endanger MVU personnel or members of the general public, or (b) the continued operation of Customer's Facility may impair the integrity of MVU's electric distribution system, MVU shall have the right to disconnect Customer's Facility from MVU's electric distribution system. Customer's Facility shall remain disconnected until such time as MVU is satisfied that the condition(s) referenced in (a) or (b) of this paragraph have been corrected, and MVU shall not be obligated to compensate Customer for any loss of use of generation or energy during any and all periods of such disconnection.

5. Interconnection

- 5.1 Customer shall deliver energy from the Facility to MVU at MVU's meter.
- 5.2 Customer, and not MVU, shall be solely responsible for all legal and financial obligations arising from the construction, installation, design, operation, and maintenance of the Facility in accordance with all applicable laws and regulations.
- 5.3 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.

- 5.4 MVU shall furnish and install one or more standard watt-hour meters to read energy generated by Customer's Facility. Customer shall provide and install a meter socket and connections in accordance with MVU's metering standards. If the Customer desires more detailed metering equipment, all associated costs will be incurred by the Customer.
- 5.5 MVU 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 MVU in accordance with the terms of Section 13, herein, at least five (5) days prior to such inspection.
- 5.6 Customer shall not connect the Facility, or any portion of it, to MVU's distribution system, until written approval of Facility has been given to Customer by MVU. Such approval shall not be unreasonably withheld.
- 5.7 Customer may reconnect its Facility to the MVU system following normal operational outages and interruptions without notifying MVU unless MVU has disconnected service, or MVU notifies Customer that a reasonable possibility exists that reconnection would pose a safety hazard.

If MVU has disconnected Service to the Facility, or MVU has notified Customer that a reasonable possibility exists that reconnection would pose a safety hazard, Customer may call MVU's Customer Service Center at (844) 341-6469 to request authorization to reconnect the Facility.

6. Design Requirements

- 6.1 Customer's Facility, and all portions of it used to provide or distribute electrical power and parallel interconnection with MVU's distribution equipment shall be designed, installed, constructed, operated, and maintained in compliance with this Agreement. Compliance with this section is mandatory unless prior written MVU approval is provided for those specific items not in compliance. Exemptions shall be in writing, signed by MVU, and shall be attached to and become a part of this Agreement.
- 6.2 Customer shall conform to all applicable solar or wind electrical generating system safety and performance standards established by MVU's Electric Service Rule No. 21, the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), and accredited testing laboratories such as Underwriters Laboratories, and where applicable, rules of the Public Utilities Commission regarding safety and reliability, and applicable building codes.

7. Maintenance And Permits

Customer shall: (a) 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, requirements of Section 6 above, and (b) to the extent that future requirements may require, obtain any governmental authorizations or permits required for the operation of the Facility. Customer shall reimburse MVU for any and all losses, damages, claims, penalties, or liability MVU 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.

8. Access To Premises

MVU may enter Customer's premises without prior notice (a) to inspect, at all reasonable hours, Customer's protective devices and read or test any meter for the Facility and (b) to disconnect, at any time, without notice, the Facility if, in MVU's sole opinion, a hazardous condition exists and that immediate action is necessary to protect persons, or MVU's facilities, or property of others from damage or interference caused by (1) Customer's Facility, or (2) Customer's failure to comply with the requirements of this Agreement.

9. Indemnity And Liability By Customer

Customer shall indemnify and hold MVU, its directors, officers, agents and employees harmless against all loss, damages expense and liability to third persons for injury to or death of persons or injury to property caused by the Customer's engineering design, construction, installation, ownership, maintenance or operations of the Facility in connection with this Agreement by reason of omission or negligence, whether active or passive. Customer shall, on MVU's request, defend any suit asserting a claim covered by this indemnity. Customer shall pay all costs that may be incurred by MVU in enforcing this indemnity.

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person not a Party to this Agreement. Neither MVU, its officers, agents or employees shall be liable for any claims, demands, costs, losses, causes of action, or any other construction, ownership, maintenance or operation of, or making of replacements, additions or betterment to, Customer's Facility except to the extent actually caused by the sole and gross negligence of the MVU.

Neither MVU, its officers, agents or employees shall be liable for damages of any kind to the Facility caused by any electrical disturbance of the MVU system or on the system of another, whether or not the electrical disturbance results from the negligence of MVU.

10. Insurance

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. MVU shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. Such insurance shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to MVU prior to cancellation, termination, alteration, or material change of such insurance.

11. 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.

12. 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.

13. Notices

All written notices shall be directed as follows:

MVU:

Moreno Valley Utility
 14331 Frederick St., Ste 2
 Moreno Valley, CA 92553
 ATTN: MVU Solar

Customer's notices to MVU pursuant to this Section 13 must refer to the Generating Facility Identification Number set forth in Section 1.1.

Customer: Customer name and address as shown in Section 1.4.

14. Term Of Agreement

This Agreement shall be in effect when signed by the Customer and MVU. This agreement shall remain in effect until terminated by either Party providing thirty (30) days prior written notice to the other Party in accordance with Section 13.

15. 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.

Customer

Moreno Valley Utility

 Signature

 Signature

 Print Name

 Print Name

 Title (if other than homeowner)

 Title

 Date

 Date

APPROVED AS TO LEGAL FORM:

 City Attorney

 Date