

CITY OF GRIDLEY NET ENERGY METERING AGREEMENT

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This Net Energy Metering Agreement (“Metering Agreement”), dated, for convenience, _____, _____, is entered into by and between the CITY OF GRIDLEY, a California general law city (“CITY OF GRIDLEY”), and _____ (“Customer”), located at _____ Gridley, CA (“Premises”) (individually, “Party”, and, collectively, “Parties”).

CUSTOMER INFORMATION

Name: _____

Mailing Address: _____, Gridley, CA 95948 _____

CITY OF GRIDLEY Electric Service Account Number: _____

CITY OF GRIDLEY Electric Service Rate: _____

Service Address: _____, Gridley, CA 95948

SECTION 1. TERM

1.1 This Metering Agreement shall become effective upon its execution by the Parties, and shall continue in force until a Party gives thirty (30) days prior written notice of termination to the other Party. The termination shall become effective upon the last day of Customer’s regular full billing cycle following the receipt of the notice, as determined in accordance with CITY OF GRIDLEY’s Utilities Rules and Regulations. This Metering Agreement shall be coterminous with any of the following agreements between the Parties: (A) Interconnection Agreement; and (B) Photovoltaic/Solar Program Incentive Agreement.

SECTION 2. SERVICE ELIGIBILITY

2.1 During the term of this Metering Agreement, and in accordance with the CITY OF GRIDLEY’s customer-appropriate Utility Rate Schedule or successor utility rate schedule or schedules, CITY OF GRIDLEY’s Utilities Rules and Regulations and section 2827 of the California Public Utilities Code, Customer shall become and remain eligible for participation in CITY OF GRIDLEY’s net energy metering program, provided the following conditions are met:

- (A) Customer owns and operates a Photovoltaic/solar or wind electric generating facility (“Equipment”) with a rated capacity of no more than one thousand kilowatts (1,000 kW);
- (B) The Equipment must be permanently located at the Premises, and it must operate in parallel with CITY OF GRIDLEY’s electric utility distribution system; and
- (C) The Equipment must be operated primarily to offset part or all of Customer’s electrical service requirements.

2.2 Customer shall become eligible for participation in CITY OF GRIDLEY’s net energy metering program, provided Customer signs CITY OF GRIDLEY’s agreement titled “Interconnection Agreement (Photovoltaic/Solar Electric Generating Facility Rated at 1 Megawatt or less)”.

SECTION 3. METERING REQUIREMENTS

3.1 As a condition precedent to participation in CITY OF GRIDLEY net energy metering program, Customer shall use only a non-demand, non-time differentiated meter to measure the differential between the electrical energy, measured in kilowatt-hours ("kWh"), generated and supplied by an energy service provider to Customer, and the electrical energy generated and supplied by Customer to the energy service provider.

3.2 The Customer, at Customer's sole cost and expense, shall or shall cause the meter referred to in Section 3.1 to be obtained, installed, repaired and maintained during the term of this Metering Agreement at the Premises. GRIDLEY, at its sole cost and expense, shall be entitled to verify or otherwise authenticate the accuracy of the meter. Customer grants to GRIDLEY, its officers, employees, agents and representatives the non-exclusive right of ingress and egress on, over and across the Premises upon 48 hours prior notice for the purpose of authenticating the operation of the Equipment.

SECTION 4. NET ENERGY RATE; SETTLEMENT METHOD

4.1 If, in a regular monthly billing cycle, the energy supplied by GRIDLEY to Customer is greater than the energy supplied by Customer to GRIDLEY, Customer will be billed by GRIDLEY for the difference in energy provided or net energy, measured in kWh, at a rate calculated in accordance with the applicable GRIDLEY utility rate schedule.

4.2 If, in a regular monthly billing cycle, the energy supplied by GRIDLEY to Customer is less than the energy supplied by Customer to GRIDLEY, GRIDLEY will account to Customer a kWh record for the net energy supplied to GRIDLEY. The credit shall be displayed in the next monthly billing cycle statement.

4.3 At the end of each twelve-month billing cycle period, starting from the date on which the PV system was energized, GRIDLEY will issue a final (or "true-up") billing statement. The amount in settlement will be calculated in accordance with the following algebraic formula:

$$[(P - E) \times R]$$

Where:

P = energy supplied by Customer to GRIDLEY over the previous 12 month period

E = energy supplied by GRIDLEY to Customer over the previous 12 month period

R = the appropriate rate (adopted by GRIDLEY City Council in accordance with the rules of California Assembly Bill 890) for energy, per kWh, applicable to Customers with excess photovoltaic generation.

4.4 Standby service charges for backup or maintenance electric service shall be waived for Customer, provided Customer qualifies for participation in net energy metering at the Service Address.

4.5 The provisions of the appropriate Utility Rate Schedule or successor utility rate schedule or schedules and the Utilities Rules and Regulations shall apply to the energy rates that are applicable to net energy metering activities. To the extent the provisions of this Section 4 are in conflict with the applicable rate schedule or any successor schedule, the rates, rules and regulations set forth in current and applicable Utility Rate Schedule or other successor utility rate schedules shall apply.

SECTION 5. INDEMNITY

5.1 Each Party, as indemnitor, shall defend, protect, indemnify and hold harmless the other Party, as indemnitee, its directors, officers, employees, and agents of the other Party from and against any and all losses, liability, damages, claims, costs, charges, demands, or expenses (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, and reasonable attorneys' fees) for injury or death to persons and damage to property, arising, directly or indirectly, 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; provided, however, Customer's duty to indemnify CITY OF GRIDLEY shall not extend to any loss, liability, damage, claim, cost, charge, demand, or expense resulting from interruptions in electrical service to CITY OF GRIDLEY's electric utility customers other than Customer. Neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense arising out of or resulting from its sole negligence or willful misconduct.

5.2 Notwithstanding the foregoing indemnity, and except for a Party's willful misconduct or sole negligence, each Party shall be solely responsible for damage to its facilities resulting from electrical disturbances or faults.

5.3 The provisions of this Section 9 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.

5.4 EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.1, A PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL DAMAGES INCURRED BY THAT OTHER PARTY.

SECTION 6. NOTICE

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

CITY:	CUSTOMER:
City of Gridley	_____
Electric - Utility	_____
685 Kentucky St.	_____
Gridley, CA 95948	_____
ATTN.: City Admin.	ATTN.: _____
Telephone No.: (530) 846-5695	Telephone No.: _____
Facsimile No.: (530) 846-3229	Facsimile No.: _____

SECTION 7. MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be governed by and interpreted 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.

7.2 Any amendments or modifications of this Net Metering Agreement shall not be binding upon the Parties, unless the Parties agree thereto, in writing. The failure of a 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 a Party of the breach of any covenant, term or condition contained in this Net Metering Agreement, whether by conduct or otherwise, shall be deemed or be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other covenant, term or condition, unless such waiver is stated, in writing.

7.3 The Interconnection Agreement shall supersede any existing agreement other than a Grant Agreement, to which Customer may be a party, under which Customer is currently operating the Facility, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.

7.4 The provisions of CITY OF GRIDLEY's utility rate schedule and Utilities Rules and Regulations now or hereafter in effect shall apply to this Net Metering Agreement.

IN WITNESS WHEREOF, the Parties by their duly appointed representatives have executed this Net Metering Agreement in Gridley, County of Butte, as of the date first above stated.

CITY OF GRIDLEY

CUSTOMER

City Administrator Signature

Customer Signature

City Administrator – Printed

Customer Name – Printed

Approved as to Form:

Approved:

City Attorney Signature

Director of Utilities Signature

City Attorney – Printed

Director of Utilities – Printed