AZUSA LIGHT & WATER

Solar Partnership Program

OVERVIEW

Azusa Light & Water finds a utility partnership with its customers to be very important. To better serve its customers, Azusa Light & Water has designed a program to help reduce the cost of installing distributed solar photovoltaic systems. Customers interested in installing a photovoltaic system may want to **contact a solar contractor first**, before contacting Azusa Light & Water. Detailed information regarding solar systems and contractors can be found on the California Energy Commission's (http://www.energy.ca.gov/renewables/emerging_renewables.html) website. Additional information can also be found on the Consumer Education in Renewable Energy website (http://www.energy.ca.gov/renewables/consumer_education.html).

Solar Partnership Program Procedures:

Step 1	Per Senate Bill 1 Guidelines, **customers should implement all cost effective, energy efficiency measures before installing a distributed energy generation system and is subject to inspection before any rebates are paid**
Step 2	Customer chooses a contractor to help identify system needs, cost, and complete the system design
Step 3	Customer submits to Azusa Light & Water an incentive reservation form along with three (3) original signed Interconnection and Net Metering Agreements
Step 4	Azusa Light & Water determines the amount of the incentive based on system design and issues the incentive reservation confirmation and claim form directly to the customer of record
Step 5	Customer contacts the City of Azusa Building Department to obtain the necessary permits, after which the customer proceeds with the installation of the system, and places the system into the service
Step 6	After the system is installed and operational; the customer submits proof of payment (paid invoice, receipts, canceled check(s), or 20 year lease agreement, etc.) to Azusa Light & Water
Step 7	After Azusa Light & Water verifies the paperwork and that the system installation meets the requirements set forth in the Interconnection and Net Metering Agreement, Azusa Light & Water will then issue an incentive check directly to the customer of record (no exceptions) via US Mail

Last Update: January 1, 2013

Recommended Solar Web Links:

Tax Incentives Assistance Project
www.energytaxincentives.org

California Solar Center
www.californiasolarcenter.org

U.S. Dept. of Energy - Energy Efficiency and Renewable Energy
www.eere.energy.gov/solar

National Center for Photovoltaics
www.nrel.gov/ncpv

National Renewable Energy Laboratory
www.nrel.gov/solar

Solar Electric Power Association
www.solarelectricpower.org

Last Update: January 1, 2013

Azusa Light & Water

SOLAR PARTNERSHIP PROGRAM FOR SOLAR PHOTOVOLTAIC SYSTEMS
REBATE AGREEMENT

1. _____
CUSTOMER NAME ACCOUNT NUMBER

2. _____
SITE CONTACT PERSONEL (if different than customer of record) CUSTOMER PHONE NUMBER

3. _____
INSTALLATION ADDRESS

4. _____
SEND REBATE TO (if customer mailing address is different than installation address)

5. _____
CUSTOMER SOCIAL SECURITY OR FEDERAL TAX I.D. NUMBER

6. _____
TOTAL SYSTEM - MANUFACTURES RATED PRODUCTION (WATTS)

7. _____
TOTAL SYSTEM COST

8. _____
*REBATE AMOUNT ($1.55 w/o retained RECs) x Watts

9. _____
CUSTOMER NAME - PRINT SIGNATURE DATE

10. _____
UTILITY AUTHORIZATION NAME TITLE DATE

The above named customer agrees to abide by the rules and regulations of the Azusa Light and Water's Solar Partnership Rebate Program and agrees that the customer may elect to retain ownership of the Renewable Energy Credits (RECs). If the customer chooses to have ownership of the RECs, the incentive will be reduced to $0.00 per installed Watt. By accepting the higher incentive payment from Azusa Light and Water, the customer agrees that Azusa Light and Water may count 100% of the renewable energy and associated renewable attributes generated by the PV system for reporting purposes, including any environmental attributes.

When the work is completed, itemized invoices and a post installation inspection are required before a check can be issued.
Return this agreement to: Azusa Light & Water, 729 N. Azusa Ave., PO Box 9500, Azusa, CA 91702-9500.

Paul Reid, Solar Partnership Program Manager
Phone: 626-812-5154
Fax: 626-812-5125
Email: preid@ci.azusa.ca.us

Last Update: January 1, 2013

*There are a limited amount of funds for incentives. All programs are subject to modification or immediate termination at the sole discretion of Azusa Light & Water.

Azusa Light & Water does not endorse or recommend specific brands, products, contractors or dealers, nor does it guarantee material or workmanship.

AZUSA LIGHT AND WATER
SOLAR ENERGY PARTNERSHIP PROGRAM REBATE
TERMS AND CONDITIONS

REBATE

Customers of Azusa Light & Water are eligible to apply for rebates if they install aqualifying photovoltaic system that is connected to Azusa Light & Water's electric system. The *incentive is $1.55 per rated Watt. The customer may elect to have ownership of the Renewable Energy Credits (RECs). If the customer chooses to retain ownership of the RECs the incentive will be reduced to $0.00 per installed Watt. By accepting the higher incentive payment from Azusa Light and Water, the customer agrees that Azusa Light and Water may count 100% of the renewable energy and associated renewable attributes generated by the PV system for reporting purposes, including any environmental attributes.

METERING

The customer must provide a meter socket at a location and of a type specified by the utility so the utility can install a meter to measure actual renewable energy production.

CONTRACTOR

The PV system provider/installer shall have one of the following:

- General Engineering "A" Contractor
- C-10 Electrical Contractor
- C-46 Solar Contractor

WARRANTIES

All systems must have a minimum 10-year warranty provided in combination by the manufacturer and installer to protect the purchaser against system or component breakdown and to protect against defects and undue degradation of electrical generation output. Warranty must provide for no-cost repair or replacement of the system or system components, including any associated labor during the warranty period. A copy of the warranty must be submitted with the incentive reservation application.

Systems eligible for incentive payments under this program shall be warranted with the following conditions:

- A minimum of a twenty-year warranty on modules against failure, at industry standards, and a ten-year warranty to the customer against breakdown on balance of system components.

Last Update: January 1, 2013

- The warranty must cover all of the components of the photovoltaic generating system against breakdown or degradation in electrical output of more than ten percent from their minimum power specified at time of delivery.
- The warranty shall cover the full cost of repair or replacement of defective components or systems.
- Where the system is professionally assembled and installed, the warranty shall also include the labor to remove and reinstall defective components or systems.
- Performance meters must have a minimum one-year warranty.

Be aware that Azusa Light and Water does not install, maintain, or repair customer installed PV systems. Also, Azusa Light and Water does not endorse or recommend PV equipment, installers, contractors, or manufactures.

ELIGIBLE SYSTEMS, MATERIALS AND COSTS

Eligible Systems - The Incentive Program is open only to Azusa Light and Water electric customers, and the generating systems must be connected to the Azusa Light and Water's electrical grid. Systems should be sized to produce no more than 100% of the average annual energy consumption as shown on the Azusa Light and Water billing record for the two years previous to the issuance of the application for the rebate. If the customer's account has less than two year's history, the average will be calculated with available data. Systems may be larger, but the maximum incentive available will be based on historical consumption.

Permanent Installations - **Equipment that receives an incentive payment must be permanently installed and must remain in place for the duration of the useful life.** Only permanently installed systems are eligible for incentives. This means that the equipment must have electrical connections in accordance with industry practice for permanently installed equipment and be secured to a permanent surface. Customers who fail to maintain a valid interconnection agreement for the operating life of the system may be required to reimburse Azusa Light and Water for all or part of the incentive received.

System Size - When determining maximum or minimum system size and funding category, the nameplate rating in Watts-PTC-I shall be used to define system capacity. To be eligible under this program the minimum size is One Kilowatt. Systems should be sized to produce no more than 100% of the average annual energy consumption as shown on the Azusa Light and Water billing record for the two years previous to the rebate application. If the customer's account has less than two year's history, the average will be calculated with available data. Systems may be larger than 100% of historic consumption but the maximum incentive available will be based on historical consumption. If a home, building, or facility is under construction, expansion or renovation, an expected load profile must be submitted with the application. The anticipated load must be verifiable prior to payment of the incentive in order to claim total confirmed incentive amount. For new construction incentive reservation applications, the maximum system size may be calculated at two Watts per square foot of new construction, as an alternative to doing a projected energy load calculation. This applies to projects with a system size of 10 kW or less.

Acceptable methods of demonstrating future electrical need include: Application for service with corresponding equipment schedules and single line diagram; building simulation program reports such as eQuest, Energy Pro, DOE-2 and VisualDOE; or detailed engineering calculations. The incentive payment will be limited to 100% of the historical two-year average if the projected load growth conditions have not been put in place at the time the incentive payment is requested.

The installation must comply with California Energy Commission Standards for PV systems and all applicable national, state and local building and safety codes.

Azusa Light & Water must approve the plans.

The submittal package must include:

- AZUSA LIGHT AND WATER INTERCONNECTION AGREEMENT
- SITE PLAN
- SINGLE LINE DRAWINGS
- DESCRIPTION OF PV OPERATION AND PROCEDURE
- ALL ELECTRICAL DIAGRAMS, INCLUDING SAFETY FEATURES ELECTRICAL /MECHANICAL DEVICES INSTALLED TO DEENERGIZE OR DISCONNECT PV SYSTEM FROM THE UTILITY
- MANUFACTURER'S SPECIFICATIONS INCLUDING MODULES, INVERTERS, DISCONNECTS AND WARRANTIES.

The plans must be submitted to the City of Azusa, satisfy a plan check process and a building permit must be issued.

Azusa Light & Water must inspect the completed system to ensure the equipment is installed properly and is working efficiently.

*There are a limited amount of funds for incentives. All programs are subject to modification or immediate termination at the sole discretion of Azusa Light & Water.

Azusa Light & Water does not endorse or recommend specific brands, products or dealers, nor does it guarantee material or workmanship.

EQUIPMENT LEASING

As an alternative to customer ownership of the photovoltaic system, the customer may choose to lease the photovoltaic system from a third party, provided that the following conditions are met:

1. The lease is guaranteed for at least 20 years (to cover the anticipated period of energy production that the incentive is based on.
2. The photovoltaic system is operational and operated at the expected generation capacity for a 20 year term.
3. The lease provides for customer ownership by the end of the 20 year term.
4. The lease payments may not be based on energy production from the equipment, which could be interpreted as retail sale of electricity.
5. The incentive payment will be paid directly to the customer and is not assignable to a third party.

If the customer chooses to lease the equipment from a third party, the lease agreement shall be provided to Azusa Light and Water for review. The Azusa Light and Water will determine whether the lease agreement is acceptable as a condition of providing the incentive payment to the customer. The determination of acceptability of the lease agreement for incentive payment is at the sole discretion of the Azusa Light and Water.

City of Azusa Light & Water Department

Interconnection and Net Metering Agreement

This Interconnection and Metering Agreement for Solar or Wind Turbine Electric Facilities ("Agreement") is made and entered into by and between _____ ("Customer"), whose mailing address is _____ and the City of Azusa, a municipal corporation acting by and through its Azusa Light and Water Department ("Azusa"), sometimes also referred to herein jointly as "Parties" or individually as "Party."

1. APPLICABILITY

This Agreement is applicable only to customers who satisfy all requirements of the definition of an Eligible Customer-Generator as set forth in Section 2827(b)(2) of the California Public Utilities Code on the effective date of this Agreement. Customer represents that customer is an Eligible Customer-Generator.

2. DESCRIPTION OF CUSTOMER'S SOLAR OR WIND ELECTRIC GENERATING FACILITY

2.1 Customer elects to interconnect and operate a generating facility capable of generating electricity from solar or wind turbine electric generating facility, or hybrid system of both, located on Customer's owned, leased or rented premises within Azusa's service area ("Generating Facility") in parallel with Azusa's electric grid. Customer represents that the Generating Facility is intended primarily to offset part or all of the Customer's own electrical requirements.

2.2 Generating Facility Identification Number (If known): _____

2.3 Customer Meter Number: _____

2.4 Customer Service Account Number: _____

2.5 Otherwise Applicable Rate Schedule: _____

2.6 Generating Facility Location: _____

2.7 Generating Facility Technology (Solar or Wind): _____

2.8 Generating Facility Nameplate Rating (kW): _____

2.9 Estimated monthly energy production of Generating Facility (kWh): _____

2.10 Estimated date when Generating Facility will be ready to commence parallel operation with Azusa's electric system: _____

3. INTERCONNECTION, DESIGN AND CUSTOMER REQUIREMENTS

3.1 Customer shall deliver the available energy to Azusa at the Required Meter (as defined in Subsection 4.1 below) located on the Customer's premises.

3.2 Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and permits.

3.3 Customer shall conform to all applicable solar or wind electrical generating system safety and performance standards established by the National Electrical Code ("NEC"), the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories, applicable building codes, and to all applicable Azusa's Electric Service Requirements (Regulation 21), as may be amended from time to time.

3.4 Customer shall not commence parallel operation of the Generating Facility until Customer receives written approval from Azusa's Authorized Representative. Azusa's Authorized Representative shall consider such written approval upon Azusa's receipt of a copy of the final inspection or approval of the Generating Facility that has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.

3.5 Azusa 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 Azusa in accordance with the terms of Section 12, herein, at least five days prior to such inspection.

3.6 Customer shall not add generation capacity in excess of the Nameplate Rating set forth in Section 2.8 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of Azusa.

3.7 Customer shall install a visible disconnect switch for the Generating Facility. The disconnect switch shall be lockable in the open position and directly accessible to Azusa employees at all times. Disconnect shall be installed in close proximity to, or no more than eight (8') feet from the utility's electric meter.

3.8 The Customer's inverter shall have the following minimum specifications for parallel operation with Azusa Light and Water:

(a) Inverter output shall automatically disconnect from Azusa Light and Water source upon loss of Azusa Light and Water voltage and not reconnect until Azusa Light and Water voltage has been restored by Azusa. [CEC 690-61].

(b) Inverter shall meet the applicable requirements of IEEE 929, "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems," IEEE 519, "Recommended Practices and Requirements for Harmonic Control in Electrical

4. METER REQUIREMENTS

4.1 In accordance with Azusa's Rules and Regulations for Electrical Service, Azusa 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 except those currently in the Residential rate where a time-of-use meter is optional in Azusa's sole discretion. Azusa may waive metering requirements of this Section; provided such waiver shall be applied in a non discriminatory manner.

4.2 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 for commercial customers), Customer shall be responsible for all expenses involved in Azusa's purchase and installation of such, Required Meter. Azusa may waive metering expenses of this Section; provided such a waiver shall be applied in a non discriminatory manner.

4.3 An additional meter or meters to monitor the flow of electricity in each direction may be installed with the consent of Customer, at the expense of Azusa, and the additional metering shall be used only to provide the information necessary to accurately bill or credit Customer pursuant to Section 9 below, or to collect generating system performance information for research purposes.

4.4 If an additional meter or meters are installed, the Net Energy Metering (as defined in Subsection 9.1 below) calculation shall yield a result identical to that of a single meter.

4.5 The customer must provide a meter socket at a location and of a type specified by the utility so the utility can install a meter to measure actual renewable energy production.

5. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES

5.1 Azusa shall not be obligated to accept or pay for, and may require Customer to curtail, interrupt or reduce, deliveries of available energy from its Generating Facility:

(a) Whenever Azusa 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 Azusa determines in its sole judgment, that curtailment, interruption, or reduction of Customer's electrical generation is otherwise

necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

5.2 Whenever reasonably possible, Azusa shall give Customer reasonable notice of the possibility that curtailment, interruption or reduction of such deliveries may be required.

5.3 Notwithstanding any other provision of this Agreement, if at any time Azusa determines that either (a) the Generating Facility or its operation may endanger the health, safety or welfare of Azusa personnel, any person or the public, or (b) the continued operation of the Generating Facility may endanger the integrity of Azusa's electric system, any property or the environment, Azusa shall have the right to enter onto Customer's premises and disconnect Customer's Generating Facility from Azusa's system. Customer's Generating Facility shall remain disconnected until such time as Azusa is satisfied that the condition(s) referenced in (a) and (b) of this Subsection 5.3 have been corrected.

6. ACCESS TO PREMISES

Azusa may enter Customer's premises at all reasonable hours without notice to Customer for the following purposes:

(a) To inspect Customer's protective devices and read or test meter(s); and

(b) To disconnect the Generating Facility and/or service to Customer, whenever in Azusa's sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, Azusa's facilities, or property of others from damage or interference caused by the Generating Facility, or the absence or failure of properly operating protective devices.

7. PERMITS AND MAINTENANCE

Customer shall, at its sole cost and expense, (a) maintain the Generating Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to Section 3, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities and performance of this Agreement. Customer shall reimburse Azusa for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's Generating Facility and performance of this Agreement.

8. INDEMINTY AND LIABILITY

8.1 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.

8.2 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.

8.3 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.

8.4 Except as otherwise provided in Section 8.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

8.5 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.

8.6 Notwithstanding the provisions of Section 8.1, Customer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of Azusa's facilities and Azusa shall not be liable for any such damage so caused.

9. RATES AND BILLING

9.1 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 9.4 below.

9.2 Customer's otherwise applicable tariff (Rate Schedule) or "Rate Schedule" means the Rate Schedule in Azusa's published Electric Rate Schedules that would otherwise apply to Customer from time to time in the absence of this Agreement.

9.3 Customer is responsible for paying all charges in its Rate Schedule including the minimum charge (such as Distribution and Customer Charge) and demand charge, when applicable, regardless of Customer's monthly or annual net generation.

9.4 The customer will be billed on a monthly basis, regardless of the customers 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. At the end of each one-month billing period following the date of first interconnection, Azusa Light and Water shall determine if Customer was a net consumer or a net producer of electricity during the one-month time period. In the event the electricity supplied by Azusa during the one-month period exceeds the electricity generated by Customer during the same period, Customer is a net energy consumer.

9.5 Billing and Credits for Net Energy Generation

(a) Customer shall be billed for electrical service and credited for net energy generation, if any, as provided in Azusa Light and Water's policies and procedures.

(b) Customer may elect to receive payment from Azusa Light and Water for net generation under the terms and conditions set in Azusa Light and Water's policies and procedures.

(c) Customer may elect to be billed and to make payments to Azusa Light and Water for Net Energy Metering and any kWh credit will be rolled over from one year to the next based on the month the system was put into service.

9.6 Intentionally left blank (TOU Customers)

9.7 Intentionally left blank (G1/G2 Baseline Over Baseline Customers)

9.8 Azusa shall provide Customer with Net Energy Metering consumption information on a monthly basis.

9.9 If Customer terminates service under this Agreement prior to the end of any twelve month period, Azusa 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.

9.10 If Customer is a net energy consumer during the applicable billing period, the UUT/General Fund Transfer that is applicable to Customer under Customer's Rate Schedule shall be calculated based upon the Customer's Gross Energy Consumption, and monthly demand, if applicable, for such billing period. Gross Energy Consumption is defined as the sum of the net energy provided by Azusa and the total production at the Generating Facility within the billing period.

9.11 All customers will be assessed the appropriate monthly Public Benefit Charge as stated under the terms and conditions set forth in Azusa Light and Water's policies and procedures.

10. GOVERNING LAW, VENUE

This Agreement shall be interpreted under, governed by, 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, without regard to conflicts of law rules thereof. Any action at law or equity brought by either Party for the purpose of enforcing a right or rights provided in this Agreement shall be brought only in a court of proper jurisdiction in the County of Los Angeles, State of California, and the Parties hereby waive all other provisions of law providing for a change of venue in such proceedings to any other county. In event of a conflict between this contract and applicable provisions of state law, the later shall apply.

11. MODIFICATIONS, WAIVER, INTERPRETATION

11.1 No amendment or modification to this Agreement shall be effective unless in a writing duly executed 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.

11.2 This Agreement shall supersede any existing agreement with Azusa under which Customer is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the effective date of this Agreement.

11.3 This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

11.4 Except as expressly modified herein, Azusa's Rules and Regulations for Electrical Service as adopted from time to time by Azusa shall continue to be applicable to Azusa's provision of electrical service to Customer and performance of this Agreement.

12. NOTICES

12.1 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:

Azusa:
Azusa Light & Water Dept.
Attn: Public Benefit Coordinator
729 N. Azusa Ave.
Azusa, CA 91702

Customer:
To the mailing address listed on page 1 of this Agreement.

12.2 Customer's notices to Azusa pursuant to this Section shall refer to the Generating Facility Identification Number that is set forth in Section 2.2.

12.3 In the event of an emergency, Customer shall immediately notify Azusa Light and Water at its 24-hour emergencies number, 626-812-5225, of any emergency situation related to the Generating Facility.

13. TERM AND TERMINATION OF AGREEMENT

13.1 This Agreement shall become effective on the date this Agreement is duly executed by both Parties as set forth in Section 16 below, and shall continue in full force and effect until terminated as provided herein.

13.2 This Agreement shall terminate on the earliest to occur of:

13.2.1 The thirtieth day after Customer gives Azusa prior written notice of termination with or without cause in accordance with Section 12;

13.2.2 The date both Parties agree in writing to terminate this Agreement;

13.2.3 The first day after Azusa gives Customer written notice of termination for cause, provided that Azusa shall first have given Customer written notice of Customer's breach of this Agreement and within thirty days of Azusa's sending notice of such breach, Customer fails to cure such breach or, if such breach requires more than thirty days to cure, Customer fails to promptly commence cure of such breach and diligently prosecute such cure to completion;

13.2.4 The date Azusa is no longer the electric supplier to Customer's premises; or

13.2.5 The date changes to Customer's electric load, or other circumstances, cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Section 2827(b)(2) of the California Public Utilities Code on the effective date of this Agreement.

13.3 Early termination of this agreement may result in the Customer being required to reimburse Azusa Light and Water for all or part of the incentive received.

13.4 After termination of this Agreement, any electric service provided by Azusa to Customer shall be pursuant to and in accordance with Customer's Rate Schedule.

14. AUTHORIZED REPRESENTATIVE

Azusa's Authorized Representative is the Director of the Light and Water Department, or his designee. Azusa may change its Authorized Representative by giving Customer notice pursuant to Section 12.

15. ASSIGNMENT PROHIBITED

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

16. SIGNATURES

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

Customer	**Azusa Light & Water**
By:_____	By:_____
Name:_____	Name: George Morrow_____
Title:_____	Title: Director of Utilities_____
Date:_____	Date:_____

SUBMITTALS REQUIRED:

1. Building Permit
2. Electric Single Line Diagram
3. Electric Load Schedule
4. Site Plan
5. Solar or Wind Generating System Electric Specifications
6. Solar or wind electrical generating System Certification

Last Update: January 1, 2013