

APPENDIX D

BURBANK WATER AND POWER Electrical Interconnection and Metering Agreement for Electric Generating Facilities and/or Battery Energy Storage Systems up to 5MW

Customer seeks permission to interconnect and operate Electric Generating Facilities (EG) or stand-alone Battery Energy Storage Systems (BESS), including vehicle-to-grid technology, of up to 5.0 MW or combination of both EG and BESS onsite at a customer's premises in parallel with the Burbank Water and Power (BWP) Distribution System in order to serve a portion or all of the Customer's electrical loads. The term "BWP Distribution System" means all electrical wires, wires, equipment, and other facilities owned or provided by BWP other than customer-owned interconnection facilities, by which BWP provides electrical distribution service to its customers, including the Customer.

Section 1. Generating Facility

- 1.1 Combined EG System Inverter Rating (kW): _____
- 1.2 Battery Energy Storage System Combined AC inverter rating (kW): _____
- 1.3 Battery Energy Storage System Rated Capacity (kWh): _____
- 1.4 Facility Address: _____
- 1.5 Customer's Phone Number () _____
- 1.6 BWP Utility Account Number: _____

Section 2. Terms and Conditions

Customer understands and agrees that:

- 1. Except for momentary testing during installation, the Generating Facility described in Section 1 above shall not be interconnected and operated in parallel with BWP's Distribution System until the Customer has received a "Permission to Operate" Letter from BWP authorizing such connection and operation.
- 2. The Generating Facility shall conform to all applicable electrical generating system safety and performance standards as outlined in BWP Rules and Regulations Appendix D, Attachment A.
- 3. Rates for electrical service and any applicable compensation for excess energy produced by the Generating Facility shall be applied as defined in Section 3.25 (a) (iv) in the BWP Rules and Regulations, and in the applicable rate schedule set forth in the City of Burbank rate schedule as it may be amended from time to time;
- 4. The Customer grants to BWP the exported solar energy, including any associated environmental attributes or renewable energy credits (RECs) associated therewith ("green power rights"). The Customer agrees to execute and provide such documentation and information to BWP as may be required in order for BWP to report and claim such green power rights under law. The Customer gives up any right to sell the green label associated with the power generated by the solar

generating facility to any third party, and grants BWP the sole right to claim the green power label for renewable portfolio standard and other reporting purposes, including all federal, state, and local regulatory bodies; provided, however, that the foregoing shall not apply if the Customer has elected in writing to keep the RECs associated with their Generation Facility. The Customer may claim the green power generated by the Customer's generating facility and that is consumed on the Customer's premises for promotional, LEED, and green building certification purposes. It should be noted that for customers that cannot use RECs for promotion, LEED, or green building certification purposes, there is no value or use for the REC to the Customer, but BWP can use the REC for its renewable portfolio obligations.

5. Customer shall indemnify and hold the City of Burbank ("City"), its directors, officers, agents and employees harmless against all loss, damage, expense and liability to third persons for injury to or death of persons or injury to property caused by or arising out of the design, construction, installation, ownership, maintenance, or operation of the Generating Facility, provided that Customer's indemnity obligation shall not apply to any loss, damage, expense or liability caused by or arising out of the sole negligence or willful misconduct of the City or its directors, officers, agents and employees. Customer shall, upon the City's request, defend any suit asserting a claim covered by this indemnity.
6. Customer hereby acknowledges and agrees that the City of Burbank (including any of its departments, employees, officers or agents) shall not be liable to customer for costs of procurement of substitute goods or services; lost profits; lost sales or business expenditures; investments; commitments in connection with any business; loss of any goodwill, or for any indirect, special, incidental, or consequential damages arising out of or related to this agreement, however caused, on any theory of liability, and whether or not the City of Burbank has been advised of the possibility of such damage.
7. The laws of the State of California shall govern this Agreement.
8. 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.
9. This Agreement shall be in effect when signed by the Customer and BWP. This Agreement shall remain in effect until terminated as provided herein. Upon termination, the Generating Facility shall be permanently disconnected from the BWP distribution system. Customer may terminate this Agreement at any time upon providing thirty (30) days prior written notice to BWP. BWP may terminate this Agreement for Customer's breach of any material term. BWP shall give thirty (30) days written notice of such termination to Customer. When necessary to protect the safety of its employees or the general public, notice of less than thirty days may be given, provided the notice period is reasonable under the circumstances.
10. This Agreement is personal to Customer and may not be assigned without the written consent of BWP.
11. This Agreement contains the entire understanding between the Parties and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between

the Parties with respect to the subject matter hereof. There are no other promises, terms, conditions, obligations, understandings, or agreements either written or oral between the Parties with respect to the subject matter hereof. Any amendment, alteration or modification to this Agreement shall be in writing and approved by both Parties.

12. 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

Signature

Print Name

Date

Burbank Water and Power

Signature

Print Name, Title

Date

APPENDIX D, ATTACHMENT A

Section 1. System Size

For systems over 10kW, EG capacity shall be limited to a maximum of 150% of the customer's consumption for a full twelve-month period immediately prior to the execution of this Agreement. This will be calculated using either the last 12 months of customer metering data or an estimation of annual energy use using three watts per square foot of the conditioned floor area of the building when 12 months of metering data is not available. For systems installed as part of new construction for commercial accounts, system sizing will be evaluated based on the estimated 12-months consumption. BESS when combined with EG shall be rated as close to the EG kW rating as standard battery sizes permit but not to exceed 150% of the EG kW rating. BESS stand-alone system sizes are limited by the rating of utility equipment serving the customer's premises and will NOT BE PERMITTED TO EXPORT energy to the BWP Distribution System.

Section 2. Battery Make-Before-Break

BESS may be approved for a make-before-break scheme pending review and approval of BWP engineering.

Section 3. Facility Operation

- 3.1 Customer shall 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 BWP and consistent with the terms of this Agreement.
- 3.2 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 Agreement and in BWP's Rules and Regulations for Utility Service, as now in effect or as the same may be amended from time to time (the "Rules"). Any conflict between this Agreement and Rules will be governed by the terms of the Rules.

Section 4. Rates

Rates for electrical service and any applicable compensation for excess energy produced by the Generating Facility shall be defined in the applicable rate schedule set forth in the City of Burbank rate schedule as it may be amended from time to time;

Section 5. Interruption or Reduction of Deliveries

- 5.1 BWP shall not be obligated to accept, and BWP may require Customer to interrupt or reduce, deliveries of energy to BWP:
 - a. when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of BWP's equipment or part of BWP's Distribution System; or
 - b. if BWP determines that curtailment, interruption, or reduction of receipt of energy from Customer's Facility is necessary because of an emergency, forced outage, Force Majeure, or compliance with prudent electrical practices.

- 5.2 Notwithstanding any other provision of this Agreement, if at any time BWP, in its sole discretion, determines that the Facility may endanger BWP personnel or members of the general public, or that the continued operation of the Facility may impair or otherwise negatively affect the integrity of BWP's Distribution System, BWP shall have the right to disconnect the Facility from BWP's Distribution System.
- 5.3 The Facility shall remain disconnected until such time as BWP is satisfied that the condition(s) referenced in Section 5.2 have been corrected, and BWP shall not be obligated to compensate Customer for any loss of generation or energy during any and all periods of such disconnection.
- 5.4 Customer EG, BESS or combination of both, may automatically reconnect its Facility to the BWP Grid after normal power restoration following an outage and/or interruption without notifying BWP, provided that the EG,BESS or combination of both ensures that these systems are anti-islanding compliant in accordance with the current releases of IEEE 1547, and UL 1741. BWP reserves the right to require that the Customer's system does not automatically reconnect if BWP notifies Customer in advance that there is a reasonable possibility that reconnection would pose a safety hazard.
- 5.5 If BWP has disconnected Service to the Facility or has notified Customers that reconnection may pose a safety hazard, Customer may call BWP at (818) 238-3582 to request authorization to reconnect the Facility.

Section 6. Interconnection

- 6.1 Customer shall not connect the Facility, or any portion of it, to BWP's distribution system, until written approval of the Facility has been given to Customer by BWP.
- 6.2 Customer shall deliver energy from the Facility to BWP at BWP's meter located on Customer's premises. (Applicable to stand-alone EG or a combination of EG generation with BESS only. Does not apply to a stand-alone BESS).
- 6.3 Customer, and not BWP, shall be solely responsible for all legal, regulatory, and financial obligations arising from the construction, installation, design, operation, and maintenance of the Facility in accordance with all applicable laws, regulations, and electrical codes.
- 6.4 BWP shall own, operate and maintain on Customer's premises a net revenue meter capable of registering the flow of electricity in two directions. If the existing Customer electrical revenue meter is not capable of measuring the flow of electricity in two directions, BWP shall purchase and install such a meter. (Applicable to stand-alone EG or a combination of EG with BESS only. Does not apply to a stand-alone BESS).
- 6.5 BWP shall own, operate and maintain on Customer's premises a Performance meter capable of measuring power quality and generation output and automatically reporting this information to BWP. The Performance meter panel and meter must be installed prior to interconnection of the Facility to BWP's distribution system. (Applicable to EG or a combination of EG with BESS only with load centers connected to the customer meter panel. Does not apply to a stand-alone BESS, or systems with load centers connected directly to the inverter).

- 6.6 BWP 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 Facility. Customer shall notify BWP at least five (5) working days prior to such inspection.

Section 7. Design Requirements

- 7.1 Customer's Facility, and all portions of it used to provide or distribute electrical power and parallel interconnection with BWP's distribution equipment, shall be designed, installed, constructed, operated, and maintained in compliance with this Agreement.
- 7.2 The Facility shall conform to all applicable safety and performance standards established by the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), accredited testing laboratories such as Underwriters Laboratories, and applicable building codes.
- 7.3 The Facility shall meet the following specific design requirements:
- a. It shall automatically detect and isolate from the BWP source without any intentional delay within five cycles based on IEEE 1547 requirements for overvoltage, undervoltage, overfrequency, underfrequency, and the operation of AC overcurrent relay, circuit breaker, or internal fusing when the AC current is greater than the full load current.
 - b. Inverter output distortion shall meet IEEE 519 standards.
 - c. In the event of inverter control failure, the DC contactor must return to the normally open condition.
 - d. A lockable and accessible disconnect switch acceptable to BWP must be clearly labeled as described in the National Electric Code (NEC) and conspicuously located shall be provided and maintained by Customer. The location of the disconnect switch shall be as described in Section 2.13.
 - e. The inverter must meet smart inverter technology requirements per the current releases of IEEE 1547 and UL 1741.
 - f. The Facility and subcomponents must be tested for islanding in conformance with current releases of IEEE 1547 and UL 1741 and the test result confirmed in writing by BWP.
 - g. The Facility shall be equipped with a lightning surge arrestor, if required by the City's Building Official.
 - h. The circuit and breaker feeding the inverter must be clearly identified inside the electrical main or sub-panel as described in the NEC.

Section 8. Battery Energy Storage System Requirements

- 8.1 Customer must provide one of the following:
- a. Proof that battery storage is designed and built to store energy produced by EG facility only. Battery storage system CANNOT be charged by the grid if combined with other onsite generation.
 - b. Non-Export Protective device in the case of a stand-alone battery system.
- 8.2 Total aggregate Inverter/Battery storage system rating for Facilities with more than one inverter must not exceed 150% of the generating facility's CEC-AC kW rating.
- 8.3 The BESS shall be sized such that the Customer does not exceed its installed service size (Ampere rating).

Section 9. Non-Export Requirements for “Battery Energy Storage Systems Only”

- 9.1 A reverse-power protection device must be installed.
- 9.2 The connected inverter must be certified as non-islanding, and incidental export of power must be limited by the design of the interconnection.
- 9.3 Inadvertent Export: Inadvertent export is a situation where the customer’s load drops unexpectedly, and the on-site generation or battery cannot ramp down quickly enough to adjust to the new load. In this situation there may be a few seconds of production that cannot be used on-site because the load is no longer there. In those situations, the ability to deal with inadvertent exports for those few seconds is critical for maintaining the balance of the system. In these situations, the battery system functions as a non-exporting system, but the ability to inadvertently exports in these rare occasions provides the customer with the ability to install systems that help them manage their on-site needs more effectively and potentially reduce the stress on the system.

BWP will permit inadvertent export provided that the export of real power from the small generating facility in any single event for a duration not exceeding 30 seconds and of a magnitude no more than the generating facility’s gross nameplate rating multiplied by 0.1 hours per day over a rolling 30-day period (e.g., for a 100 kVA gross nameplate BESS facility, the maximum energy allowed to be exported for a 30-day period is 300 kWh). Any export of energy under this section will not be credited to the customer’s bill.

Section 10. Maintenance and Permits

- 10.1 Customer shall 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, the design requirements of Section 7 of this attachment.
- 10.2 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. Customer understands that this Agreement does not constitute a permit to construct or install the Facility and that a permit must be obtained from the Building Division of the City of Burbank.
- 10.3 Customer shall reimburse BWP for any and all losses, damages, claims, penalties, or liability BWP 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.
- 10.4 Customer shall submit to BWP any new modification for review and approval, prior to construction.

Section 11. Access to Premises

BWP may enter Customer’s premises without prior notice to inspect, at all reasonable hours, the Facility’s protective devices, to read or test any meter for the Facility, or to disconnect the Facility pursuant to Section 5 of this attachment.

Section 12. Insurance

The Customer may be held liable for damage to BWP property, personnel, or equipment caused by the Facility. The Customer shall maintain risk property insurance and comprehensive personal or commercial general liability insurance for the Facility, in force for the duration of this Agreement. In the event the EG system is greater than 30 kW (CEC AC), shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to BWP prior to cancellation, termination, alteration, or material change of such insurance. BWP and the City shall have the right to inspect or obtain a copy of the original policy or policies of insurance for systems over 30kW (CEC AC) prior to commencing operation.