

\_\_\_\_\_ (“Customer”) and the Modesto Irrigation District (“the District”), referred to collectively as “Parties,” or individually as “Party,” agree as follows:

**1. Solar Or Wind Generating Facility**

- 1.1 Generating Facility Identification 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 the District’s electricity distribution system at the District’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: \_\_\_\_\_
- 1.9 District Account Number for Service Address in Section 1.3: \_\_\_\_\_

**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 the District. 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 the District’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 be required.

**3. Credits For Net Energy**

Customer is eligible to receive credits for energy if Customer’s energy generated by the Facility exceeds Customer’s energy requirements, as measured by the District-installed metering equipment. Net metering account billing options, net energy carryover rules and restrictions, and energy costs for the account in Section 1 are controlled by (1) the District’s Net Metering Schedule in effect at the time of Customer’s signing of this Interconnection Agreement initially, and as revised thereafter, and if applicable, (2) the Net Metering Payment Agreement.

**4. Interruption Or Reduction Of Deliveries**

- 4.1 The District shall not be obligated to accept, and the District may require Customer to interrupt or reduce, deliveries of energy to the District: (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of the District’s equipment or part of the District’s system; or (b) if the District 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 the District, in its sole discretion, determines that either (a) the Facility may endanger District personnel or members of the general public, or (b) the continued operation of Customer’s Facility may impair the integrity of the District’s electric distribution system, the District shall have the right to disconnect Customer’s Facility from the District’s electric distribution system. Customer’s Facility shall remain disconnected until such time as the District is satisfied that the condition(s) referenced in (a) or (b) of this paragraph have been corrected, and the District 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 the District at the District’s meter.
- 5.2 Customer, and not the District, 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 The District 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 the District's metering standards. If the Customer desires more detailed metering equipment, all associated costs will be incurred by the Customer.
- 5.5 The District 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 the District 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 the District's distribution system, until written approval of Facility has been given to Customer by the District. Such approval shall not be unreasonably withheld.
- 5.7 Customer may reconnect its Facility to the District system following normal operational outages and interruptions without notifying the District unless the District has disconnected service, or the District notifies Customer that a reasonable possibility exists that reconnection would pose a safety hazard.

If the District has disconnected Service to the Facility, or the District has notified Customer that a reasonable possibility exists that reconnection would pose a safety hazard, Customer may call the District Control Center at (209) 526-7501, (209) 526-7502, or (209) 526-7503 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 the District'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 District approval is provided for those specific items not in compliance. Exemptions shall be in writing, signed by the District, 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 the District'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 the District for any and all losses, damages, claims, penalties, or liability the District 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**

The District 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 the District's sole opinion, a hazardous condition exists and that immediate action is necessary to protect persons, or the District'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 the District, 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 the District's request, defend any suit asserting a claim covered by this indemnity. Customer shall pay all costs that may be incurred by the District 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 the District, 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 District.

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

## **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. The District 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 the District 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:

***The District:***

Modesto Irrigation District  
Resource Planning Department  
P.O. Box 4060  
Modesto, CA 95352-4060  
ATTN: Generation Facility Accounts

Customer's notices to the District 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 the District. 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**

**Modesto Irrigation District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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Title

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Date