

LADWP Shared Solar

Guidelines

May 2019

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Appendix A – Shared Solar Program Application

1.0 Overview

These Guidelines provide background information and procedures for participation in the Shared Solar Program (SSP), a component of the Los Angeles Department of Water and Power's (LADWP) Community Solar Program (CSP). Any provisions in these Guidelines in conflict with those SSP Rate Contract Terms and Conditions applicable to a particular SSP subscriber are null and void as to that subscriber.

The SSP will allow LADWP to procure large-scale photovoltaic (PV) solar plant(s) in/near the LA Basin. Residential service customers with accounts associated with multifamily dwelling units can subscribe and purchase energy through the SSP. This is a market segment that could not enjoy key benefits of solar under prior LADWP programs. SSP subscribers can sign up for blocks of energy, which will allow them to replace a portion of their electrical energy use at a fixed rate for up to 10 years, which should make it easier to manage electrical bill costs. LADWP intends to initially procure up to 10 megawatts (MW) of photovoltaic (PV) solar for the SSP (PV Projects). Procurement is expected to be a combination of power purchase agreements and utility-built projects. If, upon the third anniversary of the SSP Launch Date, as defined in Section 2.2, and each anniversary thereafter, the SSP does not have subscriptions totaling at least eighty percent (80%) of the energy reasonably expected to be provided to LADWP from SSP projects (Base Enrollment), then LADWP (i) shall reduce the size and/or number of existing SSP projects so that they are reasonably expected to provide no more than twenty percent (20%) more energy under the SSP than the current amount of subscriptions and (ii) shall procure no additional projects under the SSP until the Base Enrollment upon the subsequent anniversary is attained.

Only those residential service customers that 1) are under a rate schedule of R1A-Standard Residential, R1D-Low-Income, or R1E-Lifeline, 2) have an account in good standing associated with a multifamily dwelling unit, and 3) have not participated in the Solar Incentive Program (SIP) will be accepted into the SSP in order to simplify program processes and promote solar in an equitable manner.

The SSP offers an opportunity for low-income, lifeline, and standard multifamily residential customers in the Los Angeles area to participate. The SSP will enable customers to help the LADWP meet its renewable energy goals, help reduce overall greenhouse gas emissions, and support local job creation. In addition, traditional solar participation barriers will be eliminated; there are no up-front costs, no cancellation fees, no credit checks required to enroll, and no rooftop required to participate.

1.1 Purpose and Key Goals

The LADWP is committed to solar power as a clean, efficient, and sustainable source of energy. Local solar is an important component of the LADWP's renewable energy programs and will help the LADWP meet its renewable energy targets, while reducing the carbon footprint of its power generation portfolio. In an effort to make solar projects available to more residential customers, especially those in neighborhoods with low solar penetration, the LADWP has created its Community Solar Program. **These Guidelines cover the Shared Solar Program.**

The SSP is designed with the following key goals in mind:

- Expand access to solar by reducing barriers, such as high capital costs, credit requirements, and lack of site control.
- Enable geographic solar diversity and expand benefits of solar.
- Support the Sustainable City pLAN.
- Increase solar portfolio and contribute to LADWP's Renewable Portfolio Standard Goal with LADWP retaining the Renewable Energy Credits (RECs) from the program.
- Educate the community about solar and renewable energy.
- Create local jobs and training opportunities.

The Shared Solar Program design takes into consideration customer and stakeholder recommendations received by LADWP during outreach surveys and focus groups. Policies in these Guidelines are intended to minimize administrative costs of the program and simplify the customer experience.

COMMUNITY SOLAR PROGRAM (CSP) OVERVIEW

Category	Shared Solar Program (SSP)
Program Capacity	Up to 10 MW
Estimated No. of Subscribers	13,000
Program Structure	<ul style="list-style-type: none"> LADWP will install large-scale PV solar plant(s) in/near the LA Basin. The PV solar systems will produce energy and be connected directly to the LADWP Grid. Customers would be able to sign up for blocks of energy in 50 kilowatt-hour (kWh) increments, up to 100 kWh per month and subject to an Energy Consumption Limit. The SSP subscription can be used to offset standard Tier 1 energy usage during a billing period. The SSP may feature a discounted rate for eligible subscribers, pending external funding.
Economic Compensation	<ul style="list-style-type: none"> The SSP Rate(s) are defined as follows: <ul style="list-style-type: none"> SSP Rate – Standard Offer (SO) based on Rates Manager calculation (2019 calculation equals \$0.1779 per kWh) SSP Rate – Discounted Offer (DO) based on external funding, in combination with SSP Rate - SO, as applicable. As energy prices vary over time, a portion of a subscriber’s energy costs will remain fixed. Depending on electrical usage and prices, some subscribers may realize savings over time. Some subscribers may initially pay more per month for electrical usage when compared to non-participating customers with the same consumption. Once enrolled, the SSP Rate will remain fixed for up to 10 years. In subsequent years, the SSP Rate may change, in accordance with the Rates Manager’s annual calculations, for new subscribers.
Program Benefits & Highlights	<ul style="list-style-type: none"> No up-front cost or cancellation fees. No credit checks. No O&M responsibilities for the subscriber. <p>Subscribers will be supporting renewable energy, helping to create local jobs, helping to reduce the carbon footprint of LADWP’s generation portfolio and lessen the impact of global warming, and otherwise protecting the environment.</p>

Eligibility

- Open to customers located in the Los Angeles area with the following characteristics:
- ✓ Has a rate schedule of R1A-Standard Residential, R1D-Low-Income, or R1E-Lifeline.
 - ✓ Has an electric service account in good standing associated with a multifamily dwelling unit.
 - ✓ Has not participated in LADWP's SIP.

Local Solar Development Priorities

The table below shows the solar penetration indicator for Los Angeles area zip codes. The SSP generation is primarily intended to target communities with Low Solar Penetration. Areas of Low Solar Penetration are similar to the areas with high scores using the socioeconomic and environmental factors identified in the California Communities Environmental Health Screening Tool, Version 3.0 (CalEnviroScreen 3.0). Nevertheless, based on available external funding, up to twenty percent (20%) of the enrollment capacity may be reserved for subscribers that appear to LADWP to meet the requirements of an external funding award.

Low Solar Penetration			Medium Solar Penetration		High Solar Penetration	
Group A			Group B		Group C	
90013	90031	90059	91411	90732	91040	90232
90014	90003	90008	91606	91406	91304	90058
90015	90024	90019	90001	90041	90272	90010
90017	90061	90731	91402	91042	90402	91205
90067	90063	90047	90248	90049	91324	90502
90057	90002	90026	90094	90068	90077	91105
90012	90501	91602	90230	91401	90210	91330
90028	90062	90032	91405	91335	91311	90212
90006	90018	90247	90035	91604	91364	90405
90038	90044	90293	90046	91352	91325	91355
90033	90036	91303	90066	91316	91326	90275
90292	91504	90027	90291	90069	91436	90245
90025	90016	90042	91607	91340	91344	91346
90020	90004		90039	91345	91307	91309
90029	90744		91423	91343	90717	91305
90005	91601		91605	91342	90056	91210
90011	90034		90065	91367	91214	91041
90023	90048		90045	91331	90403	90009
90007	90043		90064	91306	91302	91505
90037	90710		91403	91356	90021	

Note 1: Only data from LADWP service territory was considered.
Note 2: Data is derived from the following datasets: 1) Total LADWP Installed SIP Capacity – Residential Sector Only (as of 11/2016) and 2) Total LADWP Residential Accounts (as of 11/2016).
Note 3: The Shared Solar Program is only available to active LADWP customers.
Note 4: The average number of residential accounts per zip code is 10,921. Zip codes with less than 1,000 residential accounts are highlighted in grey.
Note 5: In order to maximize the benefits of geographic diversity on distribution circuits, outlier zip codes with less than 1,000 residential accounts were moved to Group C.

2.0 Eligibility Requirements

The SSP could provide approximately 13,000 enrollment slots for subscribers located in the Los Angeles area to participate. Due to the limited amount of space, the LADWP has developed a set of filters to refine the eligibility pool.

2.1 Applicant Eligibility Requirements

Applicants to the SSP (Applicants) must satisfy the following requirements in order to be considered for the program.

A. Only customers receiving a variation of standard electric service under rate schedule R1 - Residential Service are eligible for participation in the SSP. Future versions of the SSP may include other residential and commercial rate schedules.

- Schedule R-1 - Residential Service
 - R1-A – Standard
 - R1-D – Low-Income
 - R1-E – Lifeline

B. Applicant must have an LADWP customer account, in good financial standing, associated with a multifamily dwelling unit.

C. Customers that participated in the Solar Incentive Program (SIP) are ineligible for the SSP.

D. Timely submit a completed application for the SSP (Application).

Based on their service address, Applicants will be given a zip code-based solar penetration indicator (*i.e.*, A-low, B-medium, C-high), as defined by the total installed SIP capacity (Residential Sector Only) per the total number of LADWP residential accounts, in each respective zip code. The indicators determine when an Applicant can apply for enrollment; see Section 2.2 for more details.

2.2 Enrollment Priority

There will be three defined enrollment/eligibility periods based on the solar penetration indicator. Except for when external funding may be available, as described below, only Applicants with homes in certain zip codes will be allowed to apply during a designated enrollment period. Table 1 shows the solar penetration indicator for Los Angeles area zip codes.

The SSP is primarily intended to target communities with Low Solar Penetration. The Table 1 areas of Low Solar Penetration are similar to the areas with high scores using the socioeconomic and environmental factors identified in the California Communities Environmental Health Screening Tool, Version 3.0 (CalEnviroScreen 3.0).

The following enrollment/eligibility periods are broken down as follows:

- **Enrollment Period 1**
 - Starts on the SSP Launch Date, which shall be the later of either the day thirty (30) days after City Council approval to enter into contracts in accordance with the Shared Solar Program Rate Contract Terms and Conditions or January 1, 2019.
 - Stops at the end of the third month from the SSP Launch Date.*
 - Only group A zip codes are eligible**.
- **Enrollment Period 2**
 - Starts at the end of Enrollment Period 1.
 - Stops at the end of the third month after its start.*
 - Only group A and B zip codes are eligible**.
- **Enrollment Period 3**
 - Starts at the end of Enrollment Period 3.
 - All groups (A, B, and C zip codes) are eligible for enrollment**.

Notes: *The enrollment periods may be shortened at the LADWP’s discretion.

**Based on available external funding, up to twenty percent (20%) of the enrollment capacity may be reserved for subscribers that appear to LADWP to meet the requirements of an external funding award.

Low Solar Penetration			Medium Solar Penetration		High Solar Penetration	
Group A			Group B		Group C	
90013	90031	90059	91411	90732	91040	90232
90014	90003	90008	91606	91406	91304	90058
90015	90024	90019	90001	90041	90272	90010
90017	90061	90731	91402	91042	90402	91205
90067	90063	90047	90248	90049	91324	90502
90057	90002	90026	90094	90068	90077	91105
90012	90501	91602	90230	91401	90210	91330
90028	90062	90032	91405	91335	91311	90212
90006	90018	90247	90035	91604	91364	90405
90038	90044	90293	90046	91352	91325	91355
90033	90036	91303	90066	91316	91326	90275
90292	91504	90027	90291	90069	91436	90245
90025	90016	90042	91607	91340	91344	91346
90020	90004		90039	91345	91307	91309
90029	90744		91423	91343	90717	91305
90005	91601		91605	91342	90056	91210
90011	90034		90065	91367	91214	91041
90023	90048		90045	91331	90403	90009
90007	90043		90064	91306	91302	91505
90037	90710		91403	91356	90021	

Note 1: Only data from LADWP service territory was considered.

Note 2: Data is derived from the following datasets: 1) Total LADWP Installed SIP Capacity – Residential Sector Only (as of 11/2016) and 2) Total LADWP Residential Accounts (as of 11/2016).

Note 3: The Shared Solar Program is only available to active LADWP customers.

Note 4: The average number of residential accounts per zip code is 10,921. Zip codes with less than 1,000 residential accounts are highlighted in grey.

Note 5: In order to maximize the benefits of geographic diversity on distribution circuits, outlier zip codes with less than 1,000 residential accounts were moved to Group C.

At the end of each month, in any enrollment period, all pending completed Applications eligible for consideration in that enrollment period will be reviewed in the order received.

3.0 Application Submission

All program materials, including the Shared Solar Program Rate Contract Terms and Conditions, are available on the SSP website (www.ladwp.com/solar). If you have any questions, please contact the Shared Solar Program staff at SSP@ladwp.com or at 1-866-484-0433.

LADWP reserves the right to reject all Applications. The SSP Rate Contract Terms and Conditions published online and provided to Applicant by LADWP are non-negotiable. Application to the SSP constitutes acceptance by Applicant of the SSP Rate Contract Terms and Conditions. Applicants must review the terms of all program documents carefully before submitting an Application, and they are presumed to have made such a careful review. All submitted materials will become property of LADWP and may be incorporated into a contract between LADWP and the selected Applicant.

3.1 Required Information and Documents

In order for an Application to be considered completed, all of the information contained in the document in Appendix A must be provided to LADWP. If any such information is missing, the Application will be considered nonresponsive and disqualified. Please see Section 3.2 of the Guidelines for the submission procedure.

3.2 Application Submission Procedure

Applicants shall submit their Application (Appendix A) and any attachments, if applicable, after the first Enrollment Period begins. To facilitate program administration, LADWP requests that the Application and any attachments be submitted online at the SSP website located within www.ladwp.com/solar. To complete an online Application, Applicants must have created an online LADWP account. If an Applicant has not registered for their online account, then they can do so by registering at www.ladwp.com. For any technical assistance regarding web related issues, please visit www.ladwp.com, click on Contact Us, select Email Us, and complete the Send Us an Email form. If an Applicant is unable to submit a complete Application online, the Applicant can mail the completed SSP Application and materials to:

Shared Solar Program
111 North Hope Street, Room 968
Los Angeles, CA 90012

3.3 Shared Solar Program Rate Contract Terms and Conditions

Once LADWP has received the information necessary to constitute a completed Application, CSP staff shall review the eligibility of the Applicant for the SSP. If the Applicant satisfies the eligibility criteria, then LADWP shall mail or email a copy of the applicable SSP Rate Contract Terms and Conditions to the Applicant, along with the

subscription rate that would be applicable to that Applicant if enrolled. Enrollment into the SSP requires acceptance of the SSP Rate Contract Terms and Conditions by completing the SSP Application. Further, enrollment of the Applicant, or lack thereof, is determined in accordance with Section 2.2. The SSP contract by and between an enrolled subscriber and LADWP begins on the first day of the first billing period for subscriber for which the bill rendered by LADWP reflects subscriber's participation in the SSP and shall continue for ten (10) years, absent early termination of the contract in accordance with its terms and conditions.

4.0 – Shared Solar Program Design

The SSP design characteristics are listed below:

1. Customer Offer
2. Subscription Details
3. Economic Proposition
4. Payment Procedures
5. Program Fees
6. Environmental Attributes
7. Program Length
8. Operation and Maintenance

4.1 Customer Offer

LADWP will procure large-scale PV solar systems for the SSP. Residential service customers with accounts that are associated with multifamily dwelling units can subscribe and purchase energy through the SSP. SSP subscribers can sign up for blocks of energy, which will allow them to replace a portion of their electrical energy use at a fixed rate for the life of the program (up to 10 years). If, upon the third anniversary of the SSP Launch Date, as defined in Section 2.2, and each anniversary thereafter, the SSP does not have subscriptions totaling at least eighty percent (80%) of the energy reasonably expected to be provided to LADWP from SSP projects (Base Enrollment), then LADWP (i) shall reduce the size and/or number of existing SSP projects so that they are reasonably expected to provide no more than twenty percent (20%) more energy under the SSP than the current amount of subscriptions and (ii) shall procure no additional projects under the SSP until the Base Enrollment upon the subsequent anniversary is attained.

To reduce administration costs of the program and to allow for more customers to participate, given that LADWP has approximately 1.4 million customers under rate schedules defined in Section 2.1, subscribers will only be able to sign up for blocks of energy in 50 kWh increments, up to 100 kWh per month and subject to the Energy Consumption Limit in Section 4.2. The SSP subscription can be used

to offset standard Tier 1 energy usage during a billing period. No subscription amounts in excess of the consumption in a billing period are eligible to be applied against bills in subsequent billing periods. An overview of the SSP is shown below in Figure 1.

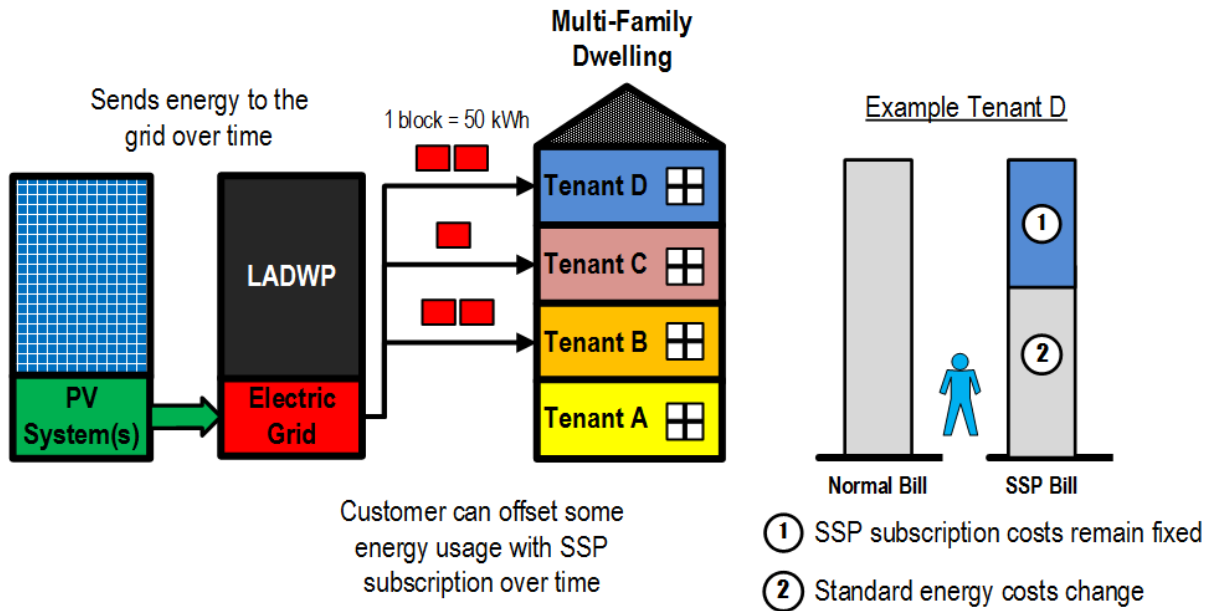


Figure 1 – Shared Solar Program Overview Diagram

4.1.1. Discounted Offer (DO)

Based on available funding from external sources, such as grants, the SSP may allocate a DO for eligible subscribers. The SSP Rate values are detailed in Section 4.3. Any SSP subscription modifications will take effect in the subsequent billing period.

4.2 Subscription Details

The SSP subscription shall be either 50 kWh or 100 kWh per month. The SSP subscription shall not exceed the subscriber’s average monthly electrical energy consumption during each year of the rate contract with the subscriber, by an amount of kWh exceeding the size of blocks of energy then being used for new SSP subscriptions (Energy Consumption Limit). In the event that the Energy Consumption Limit is exceeded, the subscriber’s rate contract shall be terminated; provided, however, that, rather than immediate termination of the subscriber’s contract, a monthly subscription may be reduced in size by one or more blocks of energy then being used for new SSP subscriptions, if that reduction results in compliance with the Energy Consumption Limit and is agreed upon by LADWP and the subscriber.

4.3 Economic Proposition

The cost of a subscriber's SSP subscription will remain constant for the term of the contract at a specified dollar per kWh (SSP Rate), except to the extent that a Discounted Offer is given during the term of the contract and/or such discount is reversed during the term of the contract, as described in Section 4.3.1. The SSP Rate will be based on the total cost of service and methodology in the presentation entitled Shared Solar Pilot Program Details and Rate Design and dated August 29, 2018, as calculated by LADWP's Rates Manager in his or her sole discretion, including, without limitation, generation costs of PV Projects, in order to achieve cost neutrality. Whether LADWP's cost for electricity increases or decreases over time, the subscribed portion of a customer's bill will have a fixed cost. Some subscribers may initially pay more per month for electrical usage when compared to non-participating customers with the same usage. In subsequent years, the SSP Rate may be adjusted for new subscribers.

4.3.1 SSP Rate

The SSP Rate is either of the following:

- SSP Rate - SO: based on Rates Manager calculation (2019 calculation equals \$0.1779 per kWh)
- SSP Rate - DO: based on external funding, in combination with the SSP Rate - SO, as applicable*

Note: *LADWP will exercise its sole discretion in validating Applicant and subscriber eligibility for, and assigning to subscribers and/or Applicants, any rate reductions made possible by external funding sources.

Pending receipt of funding, including grants, from local, state, federal, or other sources, which is designated for that purpose, subscribers' and/or Applicants' contract rates may be reduced once or multiple times at LADWP's sole discretion. Only customers that have completed and provided to LADWP a form entitled SSP External Funding Qualifications shall be considered for a reduced contract rate. The status of SSP Rate discounts will be posted on the Shared Solar Program website (www.ladwp.com/solar). Any discounts to SSP contract rates will take effect in the billing period determined by LADWP in its sole discretion. When a Subscriber is granted the SSP Rate - DO during the term of an SSP Rate Contract for the SSP Rate - SO but then becomes ineligible, in the sole discretion of LADWP, for such SSP Rate - DO, LADWP shall restore the Subscriber's SSP Rate - SO for the remainder of the contract's term.

4.4 Payment Procedures

Subscribers will continue to receive and pay their LADWP bills in accordance with their pre-existing methods (e.g., online, in-person). The SSP subscription will be automatically applied to the electrical utility portion of the LADWP bill in accordance with the SSP Rate Contract Terms and Conditions.

4.5 Program Fees

In order to encourage customer applications, the SSP will have no sign-up or cancellation fees.

4.6 Environmental Attributes

LADWP will retain and own all associated environmental attributes, as described in the SSP Rate Contract Terms and Conditions.

4.7 Program Length

The SSP rate contract term will be 10 years from the Effective Date, absent early termination. Subscriber may terminate the rate contract at any time prior to its term without penalty by giving at least thirty (30) calendar days' written notice of intent; provided, however, that subscriber shall not be allowed to enroll again in the SSP for at least twelve (12) months following the termination date.

4.8 Operation and Maintenance

Although participants are subscribed to the SSP, they have no rights or obligations, such as operation and maintenance, regarding the associated PV Projects.

Appendix A – SSP Application

Shared Solar Program (SSP) Application

ladwp.com/solar



Application Information	App# (office use only)
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SECTION 1: LADWP ACCOUNT AND PROPERTY INFORMATION

LADWP Account Holder Name:	LADWP Account Number:	
LADWP Service Address:	City:	ZIP Code:
Daytime Phone Number:	Email Address:	
What type of customer are you? <input type="checkbox"/> Standard Residential <input type="checkbox"/> Low-Income Discount Program <input type="checkbox"/> Lifeline Program		
Eligible customers must not have participated in the Solar Incentive Program (SIP). <input type="checkbox"/> I have not participated in SIP		
How did you hear about the program? <input type="checkbox"/> Television <input type="checkbox"/> Radio <input type="checkbox"/> Newspaper <input type="checkbox"/> Community Group(s) <input type="checkbox"/> Other (describe): _____		
<input type="checkbox"/> Postcard <input type="checkbox"/> Email <input type="checkbox"/> Social Media <input type="checkbox"/> Outreach Event		

SECTION 2: SUBSCRIPTION DETAILS

Pending review by LADWP SSP staff, which option would you like to subscribe to per month?

Desired SSP Subscription	<input type="checkbox"/> Option 1 (50 kWh)	<input type="checkbox"/> Option 2 (100 kWh)
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LADWP is seeking external funding to lower subscription costs for eligible customers. A limited number of applicants who live in affordable housing, disadvantaged communities, or who earn less than 80% of the local median income for their area may be eligible for a discounted SSP subscription rate (see www.ladwp.com/ssp for details). Please indicate below if you would like to be considered to receive a discounted SSP subscription rate if one becomes available? If so, you must complete the SSP External Funding Qualifications Form. There is no guarantee that LADWP will receive external funding to enable a Discounted Offer.

Subscription Type:	<input type="checkbox"/> SSP Rate - Standard Offer (SO)	<input type="checkbox"/> SSP Rate - Discounted Offer (DO)
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I have read and agree to the SSP Rate Contract Terms and Conditions. (pg. 3-4)

Do you accept the SSP Rate Contract Terms and Conditions?:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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SECTION 3: CERTIFICATION

By submitting this Shared Solar Program Application, I certify that the information I have provided is true and correct. I have read and met all program requirements per the SSP Guidelines. I have read and agree to participate in the SSP, and purchase energy for up to 10 years at a fixed rate, in accordance with the SSP Rate Contract Terms and Conditions. I understand that an Application submission does not guarantee program participation. I understand that my desired SSP Subscription amount (kWh) is subject to revision.

Print LADWP Account Holder (Applicant) Name	Signature	Date

Mail application to:

LADWP Shared Solar Program
111 N. Hope St., Room 968, Los Angeles, CA. 90012

For more information, email us at: SSP@ladwp.com, or call 1-866-484-0433.

SECTION 4: GENERAL EXTERNAL FUNDING

Does the government pay any of your monthly housing costs? Yes No I do not know

How many people live in your household? Total Persons Total Adults

If you are not eligible for a potential Discounted Offer, then do you still want to participate in the Standard Offer? Yes No

SECTION 5: INCOME CERTIFICATION
(Read the note below and skip to Section 6, if applicable.)

Eligibility requirements for funding opportunities may be based on, but not limited to, a participant's income, housing status, or home location. Income based funding requires additional documents to be submitted to LADWP for verification. Applicants who are already on the LIDP and those who do not wish to submit income related documentation in order to receive income related discounts, may skip to Section 6, and can still be considered for discounts related to housing status or home location.

To establish eligibility you must complete the enclosed application and return it, along with any supporting proof of income for each individual in the household, to the LADWP. Proof of income for each member of the household must be included with the completed application. Proof of income is a copy of any one of the following:

- Previous year State or Federal Income Tax Return; or
- Previous year Social Security Benefit Statement; or
- Copy of previous year Social Security Check or SSI check; or
- Previous year SSI Disability Award Letter; or
- Award Letter (Notice of Action) for CALWORKS, CAPI, General Relief, or Food Stamps; or
- Paycheck stubs; or
- Unemployment Benefits;
- If none of the above are applicable, you must provide a NOTARIZED LETTER from your employer stating income.

Combined Gross Annual Household Income? \$

Have you enclosed with this form one of the eligible proof of income documents? Yes No

SECTION 6: SIGNATURE

I state that the information I have provided in this application is true and correct. I agree to provide proof of Shared Solar Program External Funding Qualifications if asked or be removed from the external funding opportunities for the SSP Rate - Discounted Offer (DO); failure to provide proof of income will result in the Applicant receiving the SSP Rate - Standard Offer (SO). I agree to inform LADWP if I no longer qualify to receive the discount. I understand that, if I receive the discount without qualifying for it, I may be required to pay back the discount I received. By affixing my signature, I hereby expressly consent to the LADWP sharing the information that qualifies me for the SSP Rate - DO with external funding providers for the purpose of external funding reporting. I hereby authorize credit reporting agencies and other data providers to provide a consumer report, including my personal credit profile and other pertinent information, to LADWP to determine my potential and continued eligibility for LADWP's SSP Rate - DO. I understand that this information is used solely to determine eligibility for the discount program, and will not affect my credit score. Customers participating in this program will be required to verify and declare their eligibility on a recurring basis. Customers who do not provide proof of income, or households not meeting the eligibility guidelines, will not be eligible for the SSP Rate - DO.

Print LADWP Account Holder (Applicant) Name	Signature	Date
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Mail application to:

LADWP Shared Solar Program
111 N. Hope St., Room 968, Los Angeles, CA. 90012

For more information, email us at: SSP@ladwp.com, or call 1-866-484-0433.

SHARED SOLAR PROGRAM RATE CONTRACT TERMS AND CONDITIONS

Pursuant to Section 676(b) of the City of Los Angeles Charter, the City of Los Angeles acting by and through the Department of Water and Power ("LADWP") is authorized to enter into rate contracts. Application to the Shared Solar Program ("SSP") constitutes acceptance by eligible customers of SSP rate contracts containing the following terms and conditions (each, a "Contract"). Within these terms and conditions, the eligible customer is referred to as "Subscriber", and Subscriber and LADWP may be referred to hereinafter individually as a "Party," or collectively as the "Parties".

RECITALS

- A. Subscriber intends to purchase Electric Service under LADWP Schedule R-1 Residential Service from LADWP for the dwelling unit occupied by Subscriber at the location identified by Subscriber when applying to the SSP (the "Home"), as a retail end-use customer, in accordance with the terms and conditions herein.
- B. When applying to the SSP, Subscriber identified the amount of energy consumption in kilowatt-hours ("kWh") per calendar month for participation in the SSP (the "Subscription").
- C. The Rates Group, a subset of LADWP's Financial Services Organization, is responsible for determining the per unit Subscription rate (\$/kWh) which is designed to reflect the full SSP cost of service for particular ten (10)-year periods. Accordingly, Subscriber will be notified by LADWP of the per unit Subscription rate that applies to his or her Contract ("Rate").
- D. Subscriber may be eligible to receive a discounted Rate. In order to be considered for a discounted Rate, Subscriber must complete and provide to LADWP a form entitled SSP External Funding Qualifications. Submitting such form does not guarantee a discount on Subscription costs and is not otherwise required for Subscribers not seeking a discounted Rate.
- E. Subscriber's Rate will not increase over the life of his or her Contract, except to the extent that a Rate reduction could be reversed, as described below in Section 2.1.

ARTICLE I. DEFINITIONS

The definitions, terms, conditions, and requirements provided in the applicable Rate Ordinance(s), the Electric Service Requirements, and the Rules are incorporated in and made a part of these terms and conditions by this reference. The following additional terms, when initially capitalized herein, whether in the singular or plural tense, shall mean:

- 1.1 **Billing Period:** The time interval between two consecutive reading dates of LADWP's electric revenue meters used for billing purposes.
- 1.2 **Effective Date:** As defined in Section 2.4 of these terms and conditions.
- 1.3 **Electric Service:** As defined in the Rules.
- 1.4 **Electric Service Requirements:** Requirements prescribed in writing by LADWP in effect at the time the Subscriber's Contract commences, and all revisions thereto or replacements thereof, which are necessary and proper for the regulation of any electric service installed, operated, and maintained within the City of Los Angeles. The Electric Service Requirements shall be in conformance with the Charter of the City of Los Angeles and the Rules.
- 1.5 **Laws:** All applicable statutes, ordinances, rules, orders, regulations and codes of the City of Los Angeles, the State of California, and/or Federal governmental authorities having jurisdiction, including, but not limited to, the Charter of the City of Los Angeles as amended.
- 1.6 **Prudent Utility Practices:** Those practices, methods, and equipment, as changed from time to time, that are commonly used in prudent engineering and operations to design and operate electric equipment lawfully and with safety, dependability, efficiency, and economy.
- 1.7 **Rate Ordinance:** An ordinance, in accordance with City of Los Angeles Charter Subsection 676(a) or any amendments to or replacements of that subsection, approving the rates fixed by the Board of Water and Power Commissioners of the City of Los Angeles (Board) for electric energy or surplus energy.
- 1.8 **Rules:** The Rules Governing Water and Electric Service in the City of Los Angeles adopted by the Board under Resolution No. 56, dated September 8, 1983, and all amendments, revisions, and replacements thereof.

ARTICLE II. AGREEMENT

In consideration of the foregoing Recitals, which are hereby incorporated herein, and of the mutual benefits, terms, and conditions contained herein, the Subscriber's Contract shall include the following:

- 2.1 **Subscription.** Except as otherwise provided herein, LADWP shall provide Electric Service at the Home, and bill, in accordance with the applicable rate schedule(s) in the Rate Ordinance(s), the Rules, and the Electric Service Requirements. Commencing on the Effective Date, each bill for the Home shall include the

cost of the Subscription. Subject to Section 2.7 of these terms and conditions, commencing on the Effective Date, the Subscription, or the appropriate multiple when billing is not monthly, shall be credited against the electrical energy consumption at the Home to reduce the amount of energy consumption in each bill that is subject to the applicable rate schedule(s) of the Rate Ordinance(s). The amount of the consumption at the Home each Billing Period in excess of the Subscription, or the appropriate multiple when billing is not monthly, remains subject to the applicable rate schedule(s) in the Rate Ordinance(s) in the same manner as if the Subscriber had no Subscription.

The Rate may be reduced from that which was initially communicated to Subscriber as described above in Recital C, in order to reflect the award of funding by a third party for such purposes. Such Rate reduction requires completion and provision to LADWP of a form entitled SSP External Funding Qualifications and shall be determined in accordance with the funding criteria, as administered by LADWP in its sole discretion. LADWP shall reverse such Rate reduction, and restore the Rate that was initially communicated to Subscriber as described above in Recital C, if and when LADWP determines in its sole discretion that Subscriber is no longer eligible for the Rate reduction.

- 2.2 **Subscription Limit.** The Subscription shall not exceed the Subscriber's average monthly electrical energy consumption during each year of the Term, as defined in Section 2.5, by an amount of kWh exceeding the size of blocks of energy then being used for new SSP subscriptions ("Energy Consumption Limit"). In the event that the Energy Consumption Limit is exceeded, the Subscriber's Contract shall be terminated; provided, however, that, rather than immediate termination of the Subscriber's Contract, a monthly Subscription may be reduced in size by one or more blocks of energy then being used for new SSP subscriptions, if that reduction results in compliance with the Energy Consumption Limit and is agreed upon by the Parties.
- 2.3 **Equipment Rights.** Subscriber will have no rights associated with any SSP-associated solar electricity generating, interconnection, metering, data acquisition, or other related solar equipment ("SSP Generation Equipment") for any purpose.
- 2.4 **Effective Date.** The Subscriber's Contract shall commence on the first day of the first Billing Period for Subscriber for which the bill rendered by LADWP reflects Subscriber's participation in the SSP (the "Effective Date").
- 2.5 **Contract Term.** The term of Subscriber's Contract (the "Term") shall start on the Effective Date and continue to and including the tenth (10th) anniversary of the Effective Date. As used in these terms and conditions, "Termination Date" means the date Subscriber's Contract expires in accordance with this Section or is terminated prior to its full Term.
- 2.6 **Account Status.** Subscriber must maintain a metered account, in good standing, associated with Electric Service under LADWP Schedule R-1 Residential Service at a dwelling unit located within LADWP's service territory.
- 2.7 **Subscription Applicability.** Any discount from application of the Subscription as described in Section 2.1 is inapplicable to taxes and the Minimum and Power Access Charges as defined in the applicable Rate Ordinance(s). Also, no Subscription amounts in excess of the consumption in that Billing Period are eligible to be applied against bills in subsequent Billing Periods.
- 2.8 **Refunds.** All transactions related to the Subscription portion of any utility bill of Subscriber are non-refundable.
- 2.9 **Totalizing.** Customer accounts will not be totalized under Subscriber's Contract.
- 2.10 **Priority.** In the event of discrepancy between Subscriber's Contract and the applicable Rate Ordinance(s), the terms and conditions of Subscriber's Contract shall prevail.
- 2.11 **Measurements.** Energy consumption values shall be based on LADWP-owned meters located at the Home. Such meters shall be read, tested, and maintained in accordance with the Rules and LADWP's procedures and practices.

ARTICLE III. SSP ENVIRONMENTAL ATTRIBUTES

- 3.1 **Procurement.** LADWP shall be responsible for procuring eligible renewable energy resources for the SSP in accordance with the program budget.
- 3.2 **Environmental Attributes.** By participating in the SSP, Subscriber acknowledges and agrees that LADWP shall own, and LADWP may assign or sell in LADWP's sole discretion, all right, title, and interest, now existing or arising hereafter, associated with or resulting from the development and installation of the SSP Generation Equipment or the production, sale, purchase, or use of the electrical energy output of the SSP Generation Equipment, including, without limitation, all rights, credits (including tax credits), rebates, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state, or local law, international treaty, trade association membership, or the like arising from the environmental attributes of the SSP Generation Equipment or the energy output of the SSP

Generation Equipment, further including, without limitation, green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under incentive programs offered by the State of California, and the right to claim U.S. Department of Treasury ARRA grants under Section 1603 and/or federal income tax credits under Sections 45 and/or 48 of the Internal Revenue Code, to the extent that such right, title, or interest are not owned by a third party.

ARTICLE IV. REPRESENTATIONS AND ADDITIONAL COVENANTS

- 4.1 **Authority to Execute.** Subscriber and LADWP do each hereby respectively represent to the other that it has the capacity and authority to enter into a Contract with the other.
- 4.2 **Subscription Transfer Process.** Subject to the provisions of this Section and with advance notice to LADWP, Subscriber may elect to change the Home for which the Subscription will apply (the "Subscription Transfer"), provided such new Home is a dwelling unit within LADWP's service territory eligible under then existing SSP guidelines. Subscriber will notify LADWP of such change at least thirty (30) days prior to the effective date of such change. Subscriber may transfer the Subscription to a new Home one (1) time in any calendar year at no charge. An administration fee of twenty-five dollars (\$25) will be charged for any Subscription Transfer in excess of one (1) time in a calendar year. LADWP has no responsibility to initiate any Subscription Transfer without notice from Subscriber.

ARTICLE V. DEFAULT AND EARLY TERMINATION

- 5.1 **Default by Subscriber.** The occurrence of any of the following shall constitute a material breach and default of Subscriber's Contract by Subscriber:
- 5.1.1 Failure by Subscriber to make payment to LADWP of uncontested amounts within the times set forth in these terms and conditions; or
- 5.1.2 Failure by Subscriber to comply with requirements pertaining to the safety of persons or property set forth in the applicable Laws, Rate Ordinance(s), the Electric Service Requirements, or the Rules; or
- 5.1.3 Failure by Subscriber to provide timely notice to LADWP in accordance with Section 4.2 of these terms and conditions; or
- 5.1.4 Failure by Subscriber to substantially observe and perform any other material provision of Subscriber's Contract within thirty (30) calendar days of receiving written notice from LADWP of the provisions of Subscriber's Contract with which LADWP believes Subscriber has not complied. If Subscriber determines that any such provision cannot be complied with within thirty (30) days, Subscriber shall so notify LADWP in writing within thirty (30) days of receiving LADWP's written notice. Subscriber's written notice shall contain a statement of the reasons why the provision cannot be complied with within thirty (30) days, and Subscriber shall provide an estimated schedule for compliance with the provision. Upon receipt of such written notification from the Subscriber, LADWP's Community Solar Program Manager, or his or her designee, at his or her sole discretion, may establish, after consultation with Subscriber, a new date to achieve compliance. If Subscriber complies with the provision by the established date to achieve compliance, then LADWP will take no further action regarding that instance of non-compliance.
- 5.2 **Default by LADWP.** Failure by LADWP to substantially observe and perform any material provision required by Subscriber's Contract, where such failure results in a condition materially harmful to Subscriber and continues for thirty (30) calendar days after receipt of written notice from Subscriber, shall constitute a material breach and default by LADWP of Subscriber's Contract, provided, however, that if the nature of such default is curable, but that the same cannot with due diligence be cured within the thirty (30) calendar day period, LADWP shall not be deemed to be in default if it commences to cure the default within the thirty (30) calendar day period and thereafter diligently prosecutes the same to completion.
- 5.3 **Remedies upon Default.** Either Party shall be entitled to monetary damages based on proof of actual damages resulting from default of the other Party. The non-defaulting Party shall have the right to terminate Subscriber's Contract upon the occurrence of any of the events of default described in this Article. In no event shall incidental or consequential damages be payable.
- 5.4 **Early Termination.** Subscriber's Contract can be terminated by mutual written agreement of the Parties. Such agreement to terminate by LADWP shall be executed by LADWP's Community Solar Program Manager, or his or her designee. Alternatively, Subscriber may terminate the Contract at any time prior to its Term without penalty by giving at least thirty (30) calendar days' written notice of intent; provided, however, that Subscriber shall not be allowed to enroll again in the SSP for twelve (12) months following the Termination Date.
- 5.5 **Monetary Obligations.** Unless otherwise set forth by mutual written agreement of the Parties, neither termination nor expiration of Subscriber's Contract shall affect

the rights and obligations of the Parties to pay money for transactions occurring prior to such termination or expiration of the Contract.

ARTICLE VI. MISCELLANEOUS

- 6.1 **Written Notices.** Any written notice under these terms and conditions shall be deemed properly given on the date of delivery if delivered in person or three (3) days after mailing if sent by registered or certified mail, postage prepaid, to the person specified below unless otherwise provided for in these terms and conditions:
- To the Subscriber at the mailing address for electricity bills from LADWP.
- To LADWP:
- Community Solar Program Manager
Power Planning and Development Division
Department of Water and Power of the City of Los Angeles
111 North Hope Street, Room 968
Los Angeles, CA 90012
- 6.2 **Phone or Email Notices.** Notices not required to be in writing under these terms and conditions shall be deemed properly given by:
- 6.2.1 Phone call:
- To the Subscriber at any contact phone number for Subscriber on file with LADWP.
- To LADWP's Community Solar Program Manager at 213-367-2203.
- 6.2.2 Email:
- To the Subscriber at any email address of Subscriber on file with LADWP.
- To LADWP's Community Solar Program Manager at CSP@ladwp.com.
- 6.3 **Change Notice Recipient Information.** Either Party may change, by written notice to the other Party, the name, mailing address, phone number, or email address of the person to receive notices under these terms and conditions.
- 6.4 **Assignment.** Subscriber's Contract is not assignable, in whole or in part.
- 6.5 **Entire Agreement.** These terms and conditions constitute the entire agreement between the Parties relating to the subject matter hereof and supersede any other prior agreements, written or oral, between the Parties concerning such subject matter.
- 6.6 **Effect of Section Headings.** Section headings appearing in these terms and conditions are inserted for convenience only and shall not be construed as interpretations of text.
- 6.7 **Third Party Beneficiaries.** Nothing in Subscriber's Contract shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy, or right of any kind, it being the intent of the Parties that Subscriber's Contract shall not be construed as a third party beneficiary contract.
- 6.8 **Nondedication of Facilities.** Subscriber's Contract shall not be construed as a dedication of any properties or facilities, or any portion thereof, by Parties to each other or the public.
- 6.9 **Several Obligations.** The duties, obligations, and liabilities of the Parties are several and not joint or collective. Nothing contained in Subscriber's Contract shall be construed to create an association, trust, partnership, or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to the Parties. Each Party shall be individually and severally liable for its own obligations under the Contract.
- 6.10 **Governing Law.** Subscriber's Contract was made and entered into in the City of Los Angeles and shall be governed by and interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of laws principles. All litigation arising out of, or relating to, Subscriber's Contract shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.
- 6.11 **Waiver.** A waiver of a default of any part, term, or provision of Subscriber's Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term, or provision itself. A Party's performance after the other Party's default shall not be construed as a waiver of that default.
- 6.12 **Attorneys' Fees and Costs.** Both Parties agree that in any action to enforce the terms of Subscriber's Contract, each Party shall be responsible for its own attorneys' fees and costs. The provisions of this Section shall survive expiration or termination of the Contract.