

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal From: William E. Murray
Dept: City Manager Dept: Public Works
Subject: GENERATING FACILITY INTERCONNECTION AGREEMENTS FOR SOLAR PHOTOVOLTAIC SYSTEM CONNECTION WITH SOUTHERN CALIFORNIA EDISON'S ELECTRIC SYSTEM Date: September 13, 2011

OBJECTIVE

To receive City Council approval to enter into agreements with Southern California Edison (SCE) for the interconnection of the City's solar photovoltaic system to SCE's electric system.

BACKGROUND/DISCUSSION

In January 2011, the Department of Energy awarded the City funding for the construction of two rooftop solar photovoltaic systems at the Municipal Service Center and Public Safety Building.

Once installation of the solar panels is complete, SCE requires the City enter into an agreement with SCE for the interconnection of the system to SCE's electric system. Without the interconnection agreements for each location, the systems would not offer any energy savings to the City.

FINANCIAL IMPACT

There is no cost to enter into an agreement with SCE.

RECOMMENDATION

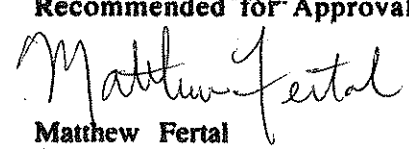
It is recommended that the City Council:

- Approve the attached agreements with Southern California Edison for the interconnection of the solar system to SCE's electric system located at the Municipal Service Center and the Public Safety Building; and
- Authorize the City Manager to execute the agreements on behalf of the City.


WILLIAM E. MURRAY, P.E.
Public Works Director/City Engineer


By: Ann Eifert
Sr. Administrative Analyst

Recommended for Approval


Matthew Fertal
City Manager

Attachments: (1) Interconnection Agreement with SCE for Public Safety Building
(2) Interconnection Agreement with SCE for Municipal Service Center

SOUTHERN CALIFORNIA EDISON COMPANY
Net Energy Metering And Generating Facility Interconnection Agreement For Solar & Wind

This Net Energy Metering and Generating Facility Interconnection Agreement ("Agreement") is entered into by and between City of Garden Grove ("Customer"), and Southern California Edison Company ("SCE"), 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 set forth in Section 2827(b)(2) of the California Public Utilities Code.

2. SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT

2.1	Generating Facility Identification number:	NM _____
2.2	Customer Meter Number:	V349N-004600
2.3	Customer Service Account Number:	<u>3 - 0 0 0 - 2 9 6 0 - 7 7</u>
2.4	Applicable Rate Schedule:	TOU-GS-3B
2.5	Generating Facility Location:	11301 Acacia Parkway
		Garden Grove CA 92840

2.5.1 This Agreement is applicable only to the Generating Facility described below and installed at the above location. The Generating Facility may not be relocated or connected to SCE's system at any other location without SCE's express written permission.

2.6	Generating Facility Technology (Solar, Wind or Hybrid):	Solar
2.7	Generating Facility Nameplate Rating (kW):	113.5
2.8	Estimated monthly energy production of Generating Facility (kWh):	15,550.00

3. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS:

- 3.1 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/or permits.
- 3.2 The Generating Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the California Public Utilities Commission ("Commission") regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929 and UL Standard 1741 and SCE's Rule 21-Generating Facility Interconnection.
- 3.3 Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by SCE. SCE shall provide such written approval within ten (10) working days from SCE's receipt of a copy of the final inspection or approval of the Generating Facility which has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.
- 3.4 Customer shall not add generation capacity in excess of the Nameplate Rating set forth in Section 2.7 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of SCE.

4. METERING AND BILLING:

Metering requirements and billing procedures shall be set forth in the SCE and/or Energy Service Provider's rate schedule(s) applicable to the electric service account assigned to the location where the Generating Facility is connected.

5. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES:

- 5.1 SCE may require Customer to interrupt or reduce the output of its Generating Facility under the following circumstances:

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- (a) Whenever SCE 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 SCE 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 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time SCE determines the continued parallel operation of the Generating Facility may endanger the public or SCE personnel, or affect the integrity of SCE's electric system or the quality of electric service provided to other customers, SCE shall have the right to require the Generating Facility to be immediately disconnected from SCE's electric system. The Generating Facility shall remain disconnected until such time as SCE is satisfied, in its sole judgment, that the condition(s) causing such disconnection have ended or have been corrected.
 - 5.3 Whenever feasible, SCE shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.
 - 5.4 Electrical energy and capacity provided to Customer during periods of curtailment or interruption of the output of the Generating Facility shall be provided pursuant to the terms of the rate schedule(s) applicable to the electric service account to which the Generating Facility is connected.
- 6. ACCESS TO PREMISES:**
- SCE may enter Customer's premises at all times, without notice to Customer for emergency purposes only:
- (a) To inspect Customer's protective devices or check meter(s) to ascertain there is no power flow; or
 - (b) To disconnect the Generating Facility and/or service to Customer, whenever in SCE's sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, SCE'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.
- SCE will make prior arrangements with the Customer for gaining emergency access to Customer's premises by obtaining keys, lock box key, or padlock, or make other mutually agreed upon arrangements.
- 7. INDEMNITY AND LIABILITY:**
- 7.1 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.
 - 7.2 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.
 - 7.3 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.

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- 7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.
 - 7.5 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.
 - 7.6 Notwithstanding the provisions of Section 7.1, 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 SCE's facilities and SCE shall not be liable for any such damage so caused.
- 8. 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.
- 9. CALIFORNIA PUBLIC UTILITIES COMMISSION:**
9.1 This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.
9.2 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.
- 10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT:**
10.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.
10.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
10.3 This Agreement shall supersede any existing agreement 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 date this Agreement becomes effective.
10.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.
10.5 A new Customer of Record or New Party In (NPI), who owns, leases, or rents a premises with an operating generating facility, previously approved by SCE for interconnection, may take Net Metering Service at the generating facility site, on the condition that the NPI takes service under the Net Energy Metering Tariff and meets the requirements of this section. To be eligible, the NPI must: (1) ensure that the generating facility is compliant with all applicable safety and performance standards as delineated in SCE's Electric Rule 21 and other applicable tariffs in effect at the time the Generating Facility was first approved for parallel operation; and (2) understand that SCE may from time to time release to the California Energy Commission and/or the California Public Utilities Commission, information regarding the NPI's facility, including NPI's name and Generating Facility location, capacity and operational characteristics. SCE will notify the NPI, by providing (1) a copy of the NEM Interconnection Agreement and its terms; (2) a copy of applicable NEM related Fact Sheets and (3) the SCE website location of the current NEM Rate Tariff. Additionally, a new Customer of Record or NPI who owns, leases, or rents a premise with an operating generating facility over 30 kW must sign the unchanged NEM and Interconnection Agreement.

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10.6 A new Customer or NPI who owns rents or leases a premises that includes a NEM eligible electrical generating facility above 30 KW will need to sign a new interconnection agreement. If no changes are made to the interconnection facilities, the agreement will have identical terms and conditions as the ones approved for the previous Customer.

11. NOTICES:

11.1 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:

CUSTOMER

City of Garden Grove

Attn: Bill Murray

11222 Acacia Parkway

Garden Grove, CA 92842

SOUTHERN CALIFORNIA EDISON CO.

Customer Solar & Self-Generation

Attn: NEM Program

P.O. Box 800

Rosemead, CA 91770

11.2 Customer's notices to SCE pursuant to this Section shall refer to the Generating Facility Identification Number that is set forth in Section 2.1.

12. TERM AND TERMINATION OF AGREEMENT:

12.1 This Agreement shall become effective when signed by Customer and SCE, and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days' prior written notice in accordance with Section 11.

12.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to Customer by SCE; or (b) changes to Customer's electric load which cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator set forth in Section 2827(b)(2) of the California Public Utilities Code and (c) termination of eligible Customer's Net Energy Metering arrangements with its Electric Service Provider.

13. SIGNATURES:

This Agreement may be executed in counterpart, and by electronic signature on the part of SCE, and copies of a Party's signed page may be transmitted to the other Party by facsimile or other electronic means. Copies of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals and will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

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

CUSTOMER

By:

Name: City of Garden Grove

Title: City Manager

Date:

SOUTHERN CALIFORNIA EDISON CO.

By:

Name: Gary Barsley

Title: Manager, Customer Solar & Self-Generation

Date:

APPROVED AS TO FORM

[Signature]

CITY ATTORNEY

DATE: 8/31/11

SOUTHERN CALIFORNIA EDISON COMPANY
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2. SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT

2.1	Generating Facility Identification number:	NM _____
2.2	Customer Meter Number:	PO264-005656
2.3	Customer Service Account Number:	<u>3 - 0 0 1 - 3 7 6 6 - 3 4</u>
2.4	Applicable Rate Schedule:	GS-2
2.5	Generating Facility Location:	13800 Newhope Street
		Garden Grove CA 92843

2.5.1 This Agreement is applicable only to the Generating Facility described below and installed at the above location. The Generating Facility may not be relocated or connected to SCE's system at any other location without SCE's express written permission.

2.6	Generating Facility Technology (Solar, Wind or Hybrid):	Solar
2.7	Generating Facility Nameplate Rating (kW):	44.8
2.8	Estimated monthly energy production of Generating Facility (kWh):	4,650.00

3. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS:

- 3.1 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/or permits.
- 3.2 The Generating Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the California Public Utilities Commission ("Commission") regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929 and UL Standard 1741 and SCE's Rule 21-Generating Facility Interconnection.
- 3.3 Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by SCE. SCE shall provide such written approval within ten (10) working days from SCE's receipt of a copy of the final inspection or approval of the Generating Facility which has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.
- 3.4 Customer shall not add generation capacity in excess of the Nameplate Rating set forth in Section 2.7 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of SCE.

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 - (b) Whenever SCE 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 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time SCE determines the continued parallel operation of the Generating Facility may endanger the public or SCE personnel, or affect the integrity of SCE's electric system or the quality of electric service provided to other customers, SCE shall have the right to require the Generating Facility to be immediately disconnected from SCE's electric system. The Generating Facility shall remain disconnected until such time as SCE is satisfied, in its sole judgment, that the condition(s) causing such disconnection have ended or have been corrected.
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SCE may enter Customer's premises at all times, without notice to Customer for emergency purposes only:

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- (b) To disconnect the Generating Facility and/or service to Customer, whenever in SCE's sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, SCE'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.

SCE will make prior arrangements with the Customer for gaining emergency access to Customer's premises by obtaining keys, lock box key, or padlock, or make other mutually agreed upon arrangements.

7. INDEMNITY AND LIABILITY:

- 7.1 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.
- 7.2 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.
- 7.3 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.

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10.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.
10.5 A new Customer of Record or New Party In (NPI), who owns, leases, or rents a premises with an operating generating facility, previously approved by SCE for interconnection, may take Net Metering Service at the generating facility site, on the condition that the NPI takes service under the Net Energy Metering Tariff and meets the requirements of this section. To be eligible, the NPI must: (1) ensure that the generating facility is compliant with all applicable safety and performance standards as delineated in SCE's Electric Rule 21 and other applicable tariffs in effect at the time the Generating Facility was first approved for parallel operation; and (2) understand that SCE may from time to time release to the California Energy Commission and/or the California Public Utilities Commission, information regarding the NPI's facility, including NPI's name and Generating Facility location, capacity and operational characteristics. SCE will notify the NPI, by providing (1) a copy of the NEM Interconnection Agreement and its terms; (2) a copy of applicable NEM related Fact Sheets and (3) the SCE website location of the current NEM Rate Tariff. Additionally, a new Customer of Record or NPI who owns, leases, or rents a premise with an operating generating facility over 30 kW must sign the unchanged NEM and Interconnection Agreement.

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CUSTOMER

City of Garden Grove

Attn: Bill Murray

11222 Acacia Parkway

Garden Grove, CA 92842

SOUTHERN CALIFORNIA EDISON CO.

Customer Solar & Self-Generation

Attn: NEM Program

P.O. Box 800

Rosemead, CA 91770

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This Agreement may be executed in counterpart, and by electronic signature on the part of SCE, and copies of a Party's signed page may be transmitted to the other Party by facsimile or other electronic means. Copies of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals and will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

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

CUSTOMER

By: _____

Name: City of Garden Grove

Title: City Manager

Date: _____

SOUTHERN CALIFORNIA EDISON CO.

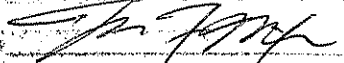
By: _____

Name: Gary Barsley

Title: Manager, Customer Solar & Self-Generation

Date: _____

APPROVED AS TO FORM

By: 

Title: City Attorney

Date: 8/31/11