

Generation Facility Interconnection Agreement

is ma whos ("Prod	Generation Facility Interconnection Agreement for de and entered into by and betweene mailing address is	prporation ("Pasadena"), sometimes also
1	SCOPE AND PURPOSE	
	This Agreement provides for Producer to Generating Facility that is connected to Pasa electrical loads at the location identified in Soperated in parallel with Pasadena's Distribution service from Pasadena pursuant to Pasadena Generation Service ("Schedule SG"), as may be	dena's Distribution System and serves ection 2.2. If the Generation Facility is on System, Producer shall take electric Municipal Code Section 13.04.178 Self
	This Agreement does not apply to facilities that to Pasadena Municipal Code 13.04.177.	qualify for net energy metering pursuant
	The General Manager of the Water and Power into interconnection agreements such as this Resolution no. 9156, adopted by the City Counc	Agreement on behalf of the City through
2	DESCRIPTION OF PRODUCER'S ELECTRIC	GENERATING FACILITY
2.1	Producer elects to interconnect and operate a owned, leased or rented premises within Pasac Facility") in parallel with Pasadena's electric grid	dena's electric service area ("Generating
2.2	Summary of Generating Facility:	
	Location (address)	
	Generator Type (fuel cell, turbine, IC engine, etc)	-
	Will Generation Facility operate in parallel wit Pasadena's Distribution System?)	h □ Yes □ No
	Gross Nameplate Rating (kW)	
	Net Nameplate Rating (kW)	
	Expected Annual Energy Production (kWh/year)	

2.3 Exhibit A includes a detailed description of the Generating Facility, Interconnection Facilities, and a single-line diagram (supplied by Producer). Producer must submit a revised Exhibit A to reflect "as-built" condition and any future changes in the facilities. Producer must obtain written permission from Pasadena's Authorized Representative prior to making such changes.

Expected Date of Interconnection



- 2.4 This Agreement is applicable only to the Generating Facility described above and installed at the above location. The Generating Facility may not be relocated or connected to Pasadena's Distribution System at any other location without Pasadena's express written permission.
- 2.5 Producer represents that no other sources of electric generation, other than those listed under Section 2 "Description of Producer's Electric Generating Facility", are installed on the Producer's premises and interconnected directly with Producer's electric service.

3 <u>DEFINITIONS</u>.

Capitalized terms shall have the meanings defined in Pasadena's Regulation 23 unless otherwise defined herein.

4 GENERATION AND INTERCONNECTION FACILITIES REQUIREMENTS

- 4.1 Producer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and Interconnection Facilities, and shall obtain and maintain any required governmental authorizations and permits.
- 4.2 The Generating Facility and Interconnection Facilities shall conform to all applicable system safety and performance standards established by the National Electrical Code ("NEC"), the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories ("UL"), applicable building codes, and to all applicable Pasadena electric service requirements including Regulation 21 and Regulation 23.
- 4.3 Producer shall not add generation capacity in excess on the Nameplate Rating set forth in Section 2 and Exhibit A of this Agreement, or otherwise modify the Generating Facility without the prior written permission of Pasadena.
- 4.4 Producer and/or Pasadena, as appropriate, shall provide Interconnection Facilities that adequately protect Pasadena's Distribution System, personnel, and other persons from damage or injury which may be caused by the operation of Producer's Generating Facility.
- 4.5 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Generation Facility and Interconnection Facilities that Producer owns.
- 4.6 If Pasadena owns and operates a portion of the Interconnection Facilities, Producer and Pasadena shall promptly execute an Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Agreement shall be attached to and made a part of this Agreement as Exhibit C.
- 4.7 Pasadena shall have the right to have its representatives present to witness Commissioning Tests, or to require written certification by the installer describing which tests were performed and their results, and the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility and Interconnection Facilities. Producer shall provide written notice to Pasadena at least five days prior to such inspection(s).



4.8 Producer shall provide 30 days written notice prior to removal or decommissioning of any Generating Facility.

5 **GENERATION FACILITY OPERATIONS**

- 5.1 Producer shall not commence parallel operation of the Generating Facility until Producer receives written approval from Pasadena's Authorized Representative.
- 5.2 Producer is responsible for operating the Generating Facility in compliance with applicable sections of Pasadena Municipal Code 13.04, including but not limited to Pasadena Municipal Code Section 13.04.178 "Schedule SG" and Regulation 23, and any other regulations and laws governing the interconnection and operation of the Generating Facility.
- 5.3 The electric power produced by the Generating Facility shall be used solely to serve electrical loads connected to the electric service account that Pasadena uses to interconnect Producer's Generating Facility. Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the Public Utilities Code.
- Any surplus energy produced by the Generating Facility shall be treated as provided in Pasadena Municipal Code Section 13.04.178 "Schedule SG".
- 5.5 The Generating Facility shall be operated with all of the Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with Pasadena's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.6 **Curtailment or Disconnection**. PWP may limit the operation, disconnect, or require the disconnection of the Generating Facility from PWP's Distribution System at any time pursuant to terms of Regulation 23.

6 MAINTENANCE AND PERMITS

Producer shall (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with this Agreement and all applicable laws and regulations, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities. Producer shall reimburse Pasadena for any and all losses, damages, claims, penalties, or liability it incurs as a result of Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Producer's Generating Facility.

7 ACCESS TO PREMISES

Pasadena may enter Producer's premises (a) to inspect, at reasonable hours, Producer's protective devices and read or test meters; (b) to disconnect, without notice, the interconnection facilities if, in Pasadena's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, Pasadena's facilities, or property of others from damage or interference caused by Producer's Generating Facility or lack of properly operating protective devices; or (c) as provided in Regulation 23.



8 INDEMNITY AND LIABILITY

- 8.1 Except as to Pasadena's sole negligence or willful misconduct, Producer shall defend, indemnify and hold harmless Pasadena, its officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including without limitation any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, expense, or attorneys' fees) for injury or death to any person, and damage to property, including without limitation property of either Party, arising out of or in connection with (a) any act or omission in the engineering, design, construction, destruction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Generating Facility,(b) any act or omission in the replacement, addition, betterment, reconstruction, removal, or destruction, of or to the Generating Facility, or (c) the Generating Facility.
- 8.2 Producer, on behalf of itself, its assigns, and its successors in interest, hereby agrees that Pasadena shall in no event be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or business interruption damages, by statue, in tort or contract, or under any indemnity provision, equitable or otherwise, for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees, arising out of or in connection with Pasadena's performance or non-performance of this Agreement. This limitation of Pasadena's liability shall be without regard to the cause or causes related thereto, including negligence, whether such negligence be sole, joint or concurrent, or active or passive.
- 8.3 The provisions of this Section 8 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.

9 **INSURANCE**

- 9.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
 - (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
 - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from Pasadena.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion,



Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

- 9.2 The general liability insurance required in Section 9.1 shall, by endorsement to the policy or policies, (a) include Pasadena as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Pasadena shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to Pasadena prior to cancellation, termination, alteration, or material change of such insurance.
- 9.3 If Producer's Generating Facility is connected to an account receiving residential service from Pasadena and the requirement of Section 9.2(a) prevents Producer from obtaining the insurance required in Section 9.1, then upon Producer's written Notice to Pasadena the requirements of Section 9.2(a) shall be waived.
- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Pasadena.
- 9.5 Producer agrees to furnish the required certificates and endorsements to Pasadena prior to Initial Operation. Pasadena shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 9.1 through 9.4:
 - (a) Producer shall provide to Pasadena, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 9.1.
- 9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the address listed in Section 12 "Notices".

10 GOVERNING LAW, VENUE

This Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of California as if executed and to be performed wholly within the State of California, without regard to conflicts of law rules thereof. Any action at law or equity brought by either Party for the purpose of enforcing a right or rights provided in this Agreement shall be brought only in a court of proper jurisdiction in the County of Los Angeles, State of California, and the Parties hereby waive all other provisions of law providing for a change of venue in such proceedings to any other county.



11 MODIFICATIONS, WAIVER, INTERPRETATION

- 11.1 No amendment or modification to this Agreement shall be effective unless in a writing duly executed by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.
- 11.2 This Agreement shall supersede any existing agreement with Pasadena under which Producer is currently operating the Generating Facility identified in Section 2 "Description of Producer's Electric Generating Facility", herein, and any such agreement shall be deemed terminated as of the effective date of this Agreement.
- 11.3 This Agreement shall, at all times, be subject to such changes or modifications by the Pasadena City Council as it may from time to time direct in the exercise of its jurisdiction.
- 11.4 Any references herein to service schedules under Pasadena Municipal Code 13.04, including without limitation Schedule SG, Regulation 21, and Regulation 23, shall be interpreted to mean "as they may be amended from time to time".
- 11.5 This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 11.6 Except as expressly modified herein, Pasadena's published rates and rules as adopted from time to time by Pasadena shall continue to be applicable to Pasadena's provision of electrical service to Producer.

12 NOTICES

12.1 Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:

If to Pasadena:

Department of Water and Power Power Delivery Engineering 150 S. Los Robles Ave. Suite 200 Pasadena, CA 91101

With a copy to:

General Manager, Department of Water and Power 150 S. Los Robles Ave. Suite 200 Pasadena. CA 91101



	If to Producer:
12.2	Producer's notices to Pasadena pursuant to this Section 12 shall explicitly reference the Generating Facility installed at address listed in Section 2.
12.3	In the event of an emergency, Producer shall immediately notify Pasadena Water and Power at the 24-Hour Emergency number listed in Exhibit B , of any emergency situation related to the Generating Facility.
13	TERM AND TERMINATION OF AGREEMENT
13.1	This Agreement shall become effective on the date this Agreement is signed by Pasadena and shall continue in full force and effect until terminated as provided herein.
13.2	This Agreement shall terminate on the earliest to occur of:
	(a) The date both Parties agree in writing to terminate this Agreement;
	(b) The first day after Pasadena gives Producer written notice of termination for cause, provided that Pasadena shall first have given Producer written notice of Producer's breach of this Agreement and within thirty days of Pasadena's sending notice of such breach, Producer fails to cure such breach or, if such breach requires more than thirty days to cure, Producer fails to promptly commence cure of such breach and diligently prosecute such cure to completion; or,
	(c) The date Producer is no longer physically connected to Pasadena's Distribution System.
13.3	After termination of this Agreement, any electric service provided by Pasadena to Producer shall be pursuant to and in accordance with the applicable sections of Pasadena Municipal Code 13.04.
14	AUTHORIZED REPRESENTATIVE
14.1	Pasadena's Authorized Representative is the General Manager of the Water and Power Department, or his designee.

15 **ASSIGNMENT**

pursuant to Section 12 "Notices".

14.3

Producer understands and agrees that this Agreement is personal to Producer and that Producer shall not assign or transfer in any way all or any portion of this Agreement to

Parties may change their Authorized Representative by giving the other Party notice

14.2 Producers Authorized Representative is ______



any other person or entity of any kind without prior permission of Pasadena. Any attempt by Producer to assign or transfer in any way all or any portion of this Agreement without such permission shall be void ab initio.

16 CHANGES IN LAW OR REGULATIONS

Each Party shall keep apprised of changes in laws and regulations which affect the Generating Facility and Interconnection Facilities. Each Party shall notify other Party of such changes in a timely manner and Parties shall meet and confer with respect to manner in which such changes must be accommodated.

17 NOTIFICATION OF OWNERSHIP CHANGE

Producer understands and agrees that the Generating Facility or Interconnection Facilities shall not be interconnected or energized to operate in parallel with the Pasadena electrical distribution system unless all owners of the Generating Facility or Interconnection Facilities have entered into a binding and effective Self Generation (Schedule SG) Generation Facility Interconnection Agreement with Pasadena. Producer shall not interconnect the Generating Facility or Interconnection Facilities, or allow Producer's successor(s) in interest to interconnect them, to the Pasadena electrical distribution system unless all owners have entered into a binding and effective Self Generation (Schedule SG) Generation Facility Interconnection Agreement with Pasadena. Prior to the transfer of any ownership interest in the Generating Facility or Interconnection Facilities, Producer hereby agrees:

- (a) To notify Pasadena of any proposed change in ownership, giving the name, address and telephone of the new owner(s); and
- (b) To present to Pasadena executed and binding Self Generation (Schedule SG) Generation Facility Interconnection Agreements from all proposed new owners.

In event Producer no longer retains any ownership interest in the Generation Facility or Interconnection Facilities, Producer's obligations under this Agreement shall nevertheless continue until the effective date(s) of the new replacement agreement(s), at which time Producer's obligations hereunder shall cease. Pasadena shall have no duty to maintain an interconnection unless the new owner(s), or all owner(s), as the case may be, have entered into a Self Generation (Schedule SG) Generation Facility Interconnection Agreement with Pasadena.



18 **SIGNATURES**

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

Producer	Pasadena
By: Name:	By: Name: Phyllis E. Currie
Γitle:	Title: General Manager
Date:	Date:
	ATTECT:
	ATTEST:
	By:City Clerk
	City Clerk
	APPROVED AS TO FORM:
	By: City Attorney
	City Attorney



EXHIBIT A

Exhibit A includes a detailed description of the Generating Facility, Interconnection Facilities, and a single-line diagram (supplied by Producer). Producer must submit a revised Exhibit A to reflect "as-built" condition and any future changes in the facilities. Producer must obtain written permission from Pasadena's Authorized Representative prior to making such changes

Table A-1 Generation Facilities – General Information

Host Customer Name	
Electric Account #	
Point of Common Coupling (Meter #)	
Meter Location	
Type of Generating Facility	
Total Net Nameplate rating for facility	
Generating Facility Owner	
Generating Facility Operator	
Expected Date of expected operation	
Operation mode of facility	The Generating Facility will interconnect and
	operate in parallel with the PWP distribution system
Estimated max kW expected to export	
Max 3-phase fault current contributed by	
Generating Facility	
Short Circuit interrupting rating of MSB	
Generating Facility will be operated as	

Table A-2 Equipment Information

Prime Mover type	
Fuel Type	
Number of generators being installed	
Manufacturer	
Model Number	
Software Version	
Certified/Non-certified	
Generator Design	
Gross Nameplate rating	
Net Nameplate rating	
Total Gross Nameplate rating for facility	
Total Net Nameplate rating for facility	
Operating voltage	
Power factor rating	
Wiring Configuration	
3-Phase Winding Configuration	
Neutral grounding system used	

Site Plan and Single Line Diagram

(diagrams follow - three pages)



Producer-Supplied Single Line Diagram to Include:

- Point(s) of Common Coupling
- Point(s) of Interconnection
- Disconnect switches

Exhibit A may include additional installation and operating parameters as appropriate for each individual Generation Facility and Interconnection Facility.



EXHIBIT B

Contact Information

Pasadena Water and Power:

- Report Power Outages Affecting Host Customer to: 626-744-4673
- Generation/Interconnection Scheduling, Maintenance, and Emergencies:

Primary Representative:	Senior Power Dispatcher
Email address:	WPD_realtime@ci.pasadena.ca.us
Phone:	(626) 744-4484 or (626) 744-4483

Alternative Representative:	Power Dispatching Supervisor
Phone:	(626) 744-4566; Cell (626) 665-6725

- PWP All Other Services:
 - Account Manager: Irma Cruz (626) 744-4496
 - Utility Services Planning Advisor: (626) 744-4495

Producer/Host Customer:

Producer Company Name:		
Producer 24-Hour Emergency	Contact:	
Producer Scheduling and Main	tenance Contact:	
Primary Representative:		
Email address:		
Phone:		
Alternative Representative:		
Phone:		
Producer – Business Contact: Project Contact Info		
Project Contact Info Phone / Fax Email		
Project Contact Info Phone / Fax		
Project Contact Info Phone / Fax Email	e:	
Project Contact Info Phone / Fax Email Address	e:	
Project Contact Info Phone / Fax Email Address Host Customer Company Name	e:	
Project Contact Info Phone / Fax Email Address Host Customer Company Name	Đ:	



EXHIBIT C

(if applicable)

Attach the agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities, if Pasadena owns any of such facilities