

Interconnection and Metering Agreement

	Interconnection and Metering Agreement for Solar or Wind Turbine Electric Facilities eement") is made and entered into by and between ("Customer"), whose mailing address is
and F	ne City of Pasadena, a municipal corporation acting by and through its Pasadena Water Power Department ("Pasadena"), sometimes also referred to herein jointly as "Parties" or dually as "Party."
1	<u>APPLICABILITY</u>
1.1	This Agreement is applicable only to customers who satisfy all requirements of the definition of an Eligible Customer-Generator as set forth in Section 2827 ¹ of the California Public Utilities Code on the effective date of this Agreement.
1.2	Customer represents that Customer is an Eligible Customer-Generator, and that no other sources of electric generation, other than those listed under Section 2 "Description of Customer's Electric Generating Facility", are installed on the Customer's premises and interconnected directly with Customer's electric service.
2	DESCRIPTION OF CUSTOMER'S ELECTRIC GENERATING FACILITY
2.1	Customer elects to interconnect and operate a generating facility capable of generating electricity from solar or wind turbine electric generating facility, or hybrid system of both, located on Customer's owned, leased or rented premises within Pasadena's service area ("Generating Facility") in parallel with Pasadena's electric grid. Customer represents that the Generating Facility is intended primarily to offset part or all of the Customer's own electrical requirements.
2.2	Generating Facility Location: (Address), Pasadena, California
2.3	Photovoltaic/Solar Facility Nameplate DC Rating: kW Wind Turbine ('WT") Nameplate rating kW
2.4	Generating Facility will be ready for operation and interconnection on or about:, 20
2.5	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 system at any other location without Pasadena's express written permission.

¹ "Eligible Customer-Generator" means any customer of the Pasadena Water and Power Department who uses a solar or a wind turbine electrical generating facility, or a hybrid system of both, with a capacity of not more than one megawatt, is located on the Customer's premises, is interconnected and operates in parallel with the electric grid, and is intended primarily to offset part or all of the Customer's own electrical requirements.



3 RATES AND BILLING

- 3.1 Rates and billing shall be as provided in Section 13.04.177 of the Pasadena Municipal Code, Pasadena Light and Power Rate Ordinance ("Schedule NEM"), as amended from time to time.
- 3.2 Customer shall make application the Pasadena Water and Power Department to take service under Schedule NEM.

4 CUSTOMER PAYMENT SCHEDULE

Customer shall be billed or credited as provided in Schedule NEM, as amended from time to time.

5 INTERRUPTION OR REDUCTION OF DELIVERIES

- Pasadena shall not be obligated to accept or pay for, and may require Customer to curtail, interrupt or reduce, deliveries of available energy from its Generating Facility (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of Pasadena's system, or (b) if Pasadena determines in its sole discretion that such curtailment, interruption, or reduction is convenient or necessary due to emergency, forced outage, force majeure, or compliance with prudent electrical practices.
- 5.2 Whenever reasonably possible, Pasadena shall give Customer reasonable notice of the possibility that curtailment, interruption or reduction of such deliveries may be required.
- 5.3 Notwithstanding any other provision of this Agreement, if at any time Pasadena determines that either (a) the Generating Facility or its operation may endanger the health, safety or welfare of Pasadena personnel, any person or the public, or (b) the continued operation of the Generating Facility may endanger the integrity of Pasadena's electric system, any property or the environment, Pasadena shall have the right to enter onto Customer's premises and disconnect Customer's Generating Facility from Pasadena's system. Customer's Generating Facility shall remain disconnected until such time as Pasadena is satisfied that the condition(s) referenced in (a) and (b) of this Subsection 5.3 have been corrected.

6 GENERATION FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS

- 6.1 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 permits.
- 6.2 The Generating Facility and interconnection shall conform to all applicable solar or wind electrical generating 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, as may be amended from time to time. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929 and UL Standard 1741



- 6.3 Customer shall deliver the available energy to Pasadena at the Required Meter (as defined in Section 7 "Required Metering") located on the Customer's premises.
- 6.4 Customer shall not commence parallel operation of the Generating Facility until Customer receives written approval from Pasadena's Authorized Representative. Pasadena's Authorized Representative shall provide such written approval within ten (10) working days from Pasadena's receipt of all documentation required by Pasadena Water and Power and a copy of the final inspection or approval of the Generating Facility that has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.
- 6.5 Pasadena shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. Customer shall notify Pasadena in accordance with the terms of Section 14 "Notices", herein, at least five days prior to such inspection.
- 6.6 Customer shall not add generation capacity in excess on the Nameplate Rating set forth in Section 2.3 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of Pasadena.
- 6.7 Customer shall provide 30 days written notice prior to removal or decommissioning of any Generating Facility.

7 REQUIRED METERING

All Eligible Customer-Generators shall meet all applicable sections of Regulation 21, metering requirements per section G of Regulation 23, and metering requirements set forth by PUC 2827.

8 MAINTENANCE AND PERMITS

Customer shall (a) maintain the Generating Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to Section 6 "Generation Facility Interconnection and Design Requirements", and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities. Customer shall reimburse Pasadena for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's Generating Facility.

9 ACCESS TO PREMISES

Pasadena may enter Customer's premises (a) to inspect, at reasonable hours, Customer's protective devices and read or test meters, and (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 Customer's Generating Facility or lack of properly operating protective devices.



10 **INDEMNITY AND LIABILITY**

- 10.1 Except as to Pasadena's sole negligence or willful misconduct, Customer 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.
- 10.2 The provisions of this Section 10 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.

11 **INSURANCE**

To the extent that Customer has currently in force all risk property insurance and comprehensive personal or commercial general liability insurance, Customer agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pasadena shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation.

12 **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. In event of a conflict between this contract and applicable provisions of state law, the later shall apply.

13 <u>MODIFICATIONS, WAIVER, INTERPRETATION</u>

- 13.1 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.
- 13.2 Agreement shall supersede any existing agreement with Pasadena under which Customer is currently operating the Generating Facility identified in Section 2



"Description of Customer's Electric Generating Facility", herein, and any such agreement shall be deemed terminated as of the effective date of this Agreement.

- 13.3 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.
- 13.4 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 Customer.

14 NOTICES

14.1 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:

Pasadena:

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

With a copy to:

Department of Water and Power Pasadena Solar Initiative Program Administrator 150 S. Los Robles Ave. Suite 200 Pasadena, CA 91101

Customer:

To the mailing address listed on page 1 of this Agreement.

- 14.2 Customer's notices to Pasadena pursuant to this Section 14 shall refer to the Generating Facility installed at address listed in Section 2.2.
- 14.3 In the event of an emergency, Customer shall immediately notify Pasadena Water and Power at its 24-hour emergencies number, 626-744-4673, of any emergency situation related to the Generating Facility.



15 TERM AND TERMINATION OF AGREEMENT

- 15.1 This Agreement shall become effective on the date this Agreement is duly executed by both Parties as set forth in Section 18 "Signatures" below, and shall continue in full force and effect until terminated as provided herein.
- 15.2 This Agreement shall terminate on the earliest to occur of:
- 15.2.1 The thirtieth day after Customer gives Pasadena prior written notice of termination with or without cause in accordance with Section 14 "Notices":
- 15.2.2 The date both Parties agree in writing to terminate this Agreement;
- 15.2.3 The first day after Pasadena gives Customer written notice of termination for cause, provided that Pasadena shall first have given Customer written notice of Customer's breach of this Agreement and within thirty days of Pasadena's sending notice of such breach, Customer fails to cure such breach or, if such breach requires more than thirty days to cure, Customer fails to promptly commence cure of such breach and diligently prosecute such cure to completion;
- 15.2.4 The date Pasadena is no longer the electric supplier to Customer's premises; or
- 15.2.5 The date Customer's electric service account for the premises is closed, or the date upon which changes to Customer's electric load, or other circumstances, cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Section 1 "Applicability" of this Agreement.
- 15.3 After termination of this Agreement, any electric service provided by Pasadena to Customer shall be pursuant to and in accordance with the applicable sections of Pasadena Municipal Code 13.04.

16 AUTHORIZED REPRESENTATIVE

Pasadena's Authorized Representative is the General Manager of the Water and Power Department, or his designee. Pasadena may change its Authorized Representative by giving Customer notice pursuant to Section 14 "Notices".

17 <u>ASSIGNMENT PROHIBITED</u>

Customer understands and agrees that this Agreement is personal to Customer and that Customer shall not assign or transfer in any way all or any portion of this Agreement to any other person or entity of any kind. Any attempt by Customer to assign or transfer in any way all or any portion of this Agreement shall be void ab initio.



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.

Pasadena

Customer	Pasadena
Ву:	Ву:
Name:	
Title:	Title: General Manager
Date:	Date:
	ATTEST: By: City Clerk
	APPROVED AS TO FORM:
	By: City Attorney