



Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 69353-E
Cancelling Revised Cal. PUC Sheet No. 59899-E

Sheet 1

GENERATING FACILITY
INTERCONNECTION AGREEMENT
(INADVERTENT-EXPORT)

FORM 14-745

(To be inserted by utility)

Advice 4236-E-A

Decision _____

Issued by

Carla Peterman

Senior Vice President

(To be inserted by Cal. PUC)

Date Submitted Jan 19, 2021

Effective Jul 19, 2020

Resolution _____

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2.8 For the purpose of securing certain tariff charge exemptions related to Departing Load and Standby Service available under the California Public Utilities Code, Producer hereby declares that the Producer does / does not qualify as an “eligible customer-generator” for net energy metering service pursuant to Sections 2827, 2827.8 or 2827.10 of the California Public Utilities Code.

2.9 For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code, Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode does / does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code. _____ (*insert “Not Applicable” if a combined heat and power mode of operation does not apply*)

3. DOCUMENTS INCLUDED

This Agreement includes the following exhibits, which are specifically incorporated herein and made a part of this Agreement.

Appendix A - Description of Generating Facility and Single-Line Diagram (Supplied by Producer)

Appendix B - (When Applicable) A copy of an agreement addressing Interconnection Facility financing and ownership (Supplied by SCE)

Appendix C - (When Applicable) Producer’s warranty that the Generating Facility meets the requirements for a “Cogeneration” facility as defined in Section 216.6 of the California Public Utilities Code.

Appendix D - Specific Conditions and Limitations for Inadvertent Deliveries

Appendix E (When Applicable) Operating Requirements for Energy Storage Device(s).

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 16 of this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement, or

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer’s Generating Facility is Interconnected to SCE’s Distribution System is closed or terminated, or

(c) At 12:01 A.M. on the 61st day after Producer or SCE provides written Notice pursuant to Section 9 of this Agreement to the other Party of Producer or SCE’s intent to terminate this Agreement.

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- 4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. SCE may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in applicable tariffs as approved or directed by the Commission or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects SCE's ability or obligation to perform SCE's duties under this Agreement; or,
 - (b) Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in SCE's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.7 of this Agreement as the Generating Facility's expected date of Parallel Operation; or,
 - (d) Producer abandons the Generating Facility. SCE shall deem the Generating Facility to be abandoned if SCE determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to SCE's Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
- 4.3 Notwithstanding any other provisions of this Agreement, SCE shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.
5. GENERATING FACILITY OPERATION
- 5.1 Producer is responsible for operating the Generating Facility in compliance with all of SCE's tariffs, including but not limited to SCE's Rule 21, and any other regulations and laws governing the Interconnection of the Generating Facility.
- 5.2 The electric power produced by Producer's Generating Facility shall be used to serve electrical loads connected to the electric service account that SCE 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 California Public Utilities Code.

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- 5.3 If, notwithstanding Producer's efforts to regulate the electrical output of the Generating Facility, electric power flows from the Generating Facility to SCE's Distribution System, SCE shall attempt in good faith to receive such power. In no event shall the delivery of electric power to SCE's Distribution System exceed the amounts, duration, frequency of occurrence, or other limitations specified in Appendix D, hereto. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in Appendix E, SCE may require Producer to disconnect its Generating Facility from SCE's Distribution System until Producer demonstrates to SCE's sole satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of power to SCE. Further, should SCE determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting SCE's ability to utilize its Distribution System in any manner, even if Producer's deliveries of electric power to SCE's Distribution System are within the limitations specified in Appendix D, SCE may require Producer to temporarily or permanently reduce or cease deliveries of electric power to SCE's Distribution System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect of electric power flowing from the Generating Facility to SCE's Distribution System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and SCE may initiate termination in accordance with the terms of Section 4.2(b).
- 5.4 SCE's agreement to accept electric power from Producer's Generating Facility is solely an accommodation. This Agreement does not provide for, or otherwise obligate SCE to measure, purchase, transmit, distribute, or store the electrical power delivered to SCE's Distribution System by Producer.
- 5.5 Producer shall not deliver reactive power to SCE's Distribution System unless the Parties have agreed otherwise in writing.
- 5.6 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with SCE's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.7 If Producer declares that its Generating Facility meets the requirements for "Cogeneration" as such term is used in Section 216.6 of the Public Utilities Code (or successor definition of "Cogeneration") ("Cogeneration Requirement"), Producer warrants that, beginning on the date of Parallel Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix C of this Agreement. (T)
- 5.8 If Producer's Generating Facility includes an energy storage device, Distribution Provider may provide requirements that must be met by the Producer prior to initiating parallel operation with SCE's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix E of this Agreement.
6. INTERCONNECTION FACILITIES
- 6.1 Producer and/or SCE, as appropriate, shall provide Interconnection Facilities that adequately protect SCE's Distribution System, personnel, and other persons from damage or injury which may be caused by the operation of Producer's Generating Facility.

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- 6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3 If the provisions of SCE's Rule 21, or any other tariff approved by the Commission, require SCE to own and operate a portion of the Interconnection Facilities, Producer and SCE 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 Appendix B.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

- 8.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, commercial general liability insurance with a limit of: (T)

- (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) One hundred thousand dollars (\$100,000) 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 SCE. If the Producer's Generating Facility is ten (10) kW or less and is connected to an account receiving residential service from SCE, then Producer may meet the insurance requirement in this Section 8.1 under their Personal Liability insurance coverage maintained within their Homeowners, Renters or other such personal lines insurance policy, and Producer is not required to maintain a commercial general liability insurance policy.. (T)
(T)
(N)
|
|
|
(N)

Such commercial general liability insurance shall include coverage for Premises-Operations and Contractual Liability. (T)
(T)

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- 8.2 The commercial general liability insurance required in Section 8.1 shall, by endorsement to the policy or within the policy general conditions itself, (a) include SCE as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that SCE shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; (d) be primary and not in excess to or contributing with any insurance or self-insurance maintained by SCE; (e) grant waiver of subrogation in favor of SCE; and (f) provide for thirty (30) calendar days' written notice to SCE prior to cancellation, termination, alteration, or material change of such insurance. The requirements of this Section 8.2 shall not apply to Producers whose Generating Facility is ten (10) kW or less and is connected to an account receiving residential service from SCE, as outlined in Section 8.1 (d). (T)
(T)
(N)
|
(N)
(N)
|
(N)
- 8.3 [Intentionally Blank] (D)
- 8.4 [Intentionally Bank] (D)
- 8.5 Producer agrees to furnish evidence of insurance (certificates of insurance and endorsements as appropriate) to SCE prior to Parallel Operation and thereafter for each insurance policy renewal during the term of this Agreement. SCE shall have the right to inspect or obtain a copy of the original policy or policies of insurance. (T)
|
(T)
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.2: (T)
- (a) Producer shall provide to SCE, at least thirty (30) calendar days prior to the date of Parallel Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1. (T)
- (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 insurance coverage required under Section 8.1 and 8.2 above. (T)
(T)

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- 8.7 All insurance policies, certificates of insurance, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following: (T)

Southern California Edison Company
Attention: Director, QF Resources
2244 Walnut Grove Avenue
P.O. Box 800
Rosemead, CA 91770

9. NOTICES

- 9.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to SCE: Southern California Edison Company
Attention: Director, QF Resources
2244 Walnut Grove Avenue
P.O. Box 800
Rosemead, CA 91779
Phone: (626) 302-1212
FAX: (626) 302-9622

If to Producer : Producer Name
Address: _____
City: _____
Phone: () _____
FAX: () _____

- 9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

- 10.1 SCE shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its Interconnection with SCE's Distribution System.
- 10.2 Producer authorizes SCE to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission (Commission) information regarding the Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the generating facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.

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11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without SCE's written consent. Any assignment or delegation Producer makes without SCE's written consent shall not be valid. SCE shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

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.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF SCE's TARIFF SCHEDULES, DEFINED TERMS

13.1 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 without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by SCE. Copies of such tariffs are available at SCE's Internet site: www.sce.com or by request to SCE and are incorporated into this Agreement by this reference.

13.4 Notwithstanding any other provisions of this Agreement, SCE shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.

13.5 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in SCE's Rule 1 or Rule 21, Section C. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 21 shall prevail.

14. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. SCE shall determine in its sole discretion whether prior commission approval is required for such amendments or modifications.

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15. ENTIRE AGREEMENT

This Agreement, including any incorporated tariffs and rules, 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, or in the incorporated tariffs and rules.

16. SIGNATURES

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 last date set forth below.

PRODUCER'S NAME

**SOUTHERN CALIFORNIA EDISON
COMPANY**

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This form is a sample only. Contact SCE for an Application to interconnect your Generating Facility.

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APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Producer)

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APPENDIX B
(If Applicable)
INTERCONNECTION FACILITIES
FINANCING AND OWNERSHIP
AGREEMENT
(Provided by SCE)

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APPENDIX C
(If Applicable)

**PRODUCER’S WARRANTY THAT THE GENERATING FACILITY IS A “COGENERATION”
FACILITY PURSUANT TO SECTION 216.6 OF THE CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code, Producer hereby declares that the Generating Facility meets the requirements for “Cogeneration” as such term is used in Section 216.6 of the California Public Utilities Code (“Cogeneration Requirements”).

Producer warrants that, beginning on the date of Parallel Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the Cogeneration Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement SCE determines in its sole discretion that Producer’s Generating Facility may no longer meet the Cogeneration Requirements, SCE may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements within 15 business days of SCE’s request for such evidence. Additionally, SCE may periodically (typically, once per year) inspect Producer’s Generating Facility and/or require documentation from Producer to monitor the Generating Facility’s compliance with the Cogeneration Requirements. If SCE determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SCE’s reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the “Cogeneration Status Change”). (T)

SCE shall revise its records and the administration of this Agreement to reflect the Cogeneration Status Change and provide Notice to Producer of the Cogeneration Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Cogeneration Status Change. This date shall be the first day of the calendar year for which SCE determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. SCE shall invoice the Producer electric Service Account through which the Generating Facility is Interconnected with SCE’s Distribution System for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Cogeneration Status Change and the date of the Notice in reliance upon Producer’s representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the California Public Utilities Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by SCE pursuant to the terms of this warranty, shall be paid to SCE within 30 days of Producer’s receipt of such invoice.

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APPENDIX D
SPECIFIC CONDITIONS AND LIMITATIONS FOR
INADVERTENT DELIVERIES

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APPENDIX E
(If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
- Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand. Normal peak demand is defined as the highest amount of power required from the Distribution System by Producer's complete facilities without the influence or use of the energy storage device(s).
- To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

For the annual period between _____ [Month/Day] and _____ [Month/Day]
And during the hours of _____

The storage device(s) will consume no more than a total of ___ kW from the Distribution System.

This operating constraint voids the need for the following specific mitigation scope:

No other charging function limitation is required for this Generating Facility except the requirements above. Producer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Producer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Producer is responsible to contact the utility for any modification to its equipment or change in operations that may result in increased load demand per Electric Rule 3.C.

If any operating requirement is specified above, Distribution Provider reserves the right to ask for data at the 15-minute interval level at any time to verify that the operating requirement is being met. Distribution Provider will make such request via a written notice no more than once per calendar quarter. Producer must provide such data within 30 Calendar Days of the written request.

If the Generating Facility fails to adhere to the operating requirements at any time, it will be disconnected immediately in accordance with Rule 21 Section D.9 and not reconnected until an approved mitigation (e.g., supervising controls) is in place as determined by Distribution Provider.