



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

Revised Cal. PUC Sheet No. 60050-E
Cancelling Original Cal. PUC Sheet No. 58817-E

Sheet 1

GENERATING FACILITY INTERCONNECTION AGREEMENT FOR MULTIPLE TARIFFS
USING A NEM-ST GENERATING FACILITY SIZED GREATER THAN ONE MEGAWATT

Form 14-972

(To be inserted by utility)

Advice 3458-E
Decision 16-06-052

Issued by
Caroline Choi
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Aug 22, 2016
Effective Jun 8, 2017
Resolution E-4850

This Generating Facility Interconnection Agreement (Multiple Tariff) (“Agreement”) is entered into by and between *(Enter customer name)* _____, a _____ *(Enter form of entity)* (“Producer”), and Southern California Edison Company (“SCE”), a California corporation. Customer and SCE are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its Appendices, the Parties agree as follows:

1. SCOPE AND PURPOSE

- 1.1 This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with SCE’s Distribution System to serve the electrical loads at the location identified in Section 2.4 (or for the qualifying energy where permitted under Section 218 of the California Public Utilities Code (“PUC”). The Generating Facility may consist of any combination of (a) generator(s) for which Producer qualifies as an “eligible customer-generator” for net energy metering (NEM) service pursuant to PUC Sections 2827 through 2827.10 (“Eligible Generator(s)”), and (b) other generator(s) (“Non-Eligible Generator(s)”). Pursuant to PUC Sections 2827 through 2827.10, an Eligible Generator can employ any of the following technologies: biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells using renewable fuels, small hydroelectric generation, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements to the facility using that technology; or other fuel cells (pursuant to PUC Section 2827.10).
- 1.2 This Agreement provides for Producer to operate the Eligible Generator(s) pursuant to the provisions of Sections 2827 through 2827.10 of the California PUC and the applicable SCE tariffs for NEM. This Agreement also provides for Producer to operate its Non-Eligible Generator(s). This Agreement does not provide for retail electrical service by SCE to Producer. Such arrangements must be made separately between SCE and Producer.
- 1.3 This Agreement does not address Producer’s account billing and payment for energy consumption. For the Generating Facility as specified in Section 2 of this Agreement, please refer to the applicable SCE NEM tariff schedules for billing and payment protocol.

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the arrangement of how Producer’s Generating Facility and loads are interconnected with SCE’s Distribution System are attached hereto as Appendix A and incorporated herein by reference.
- 2.2 Generating Facility identification number: _____ (Assigned by SCE).
- 2.3 Producer’s SCE service account number: _____ (Assigned by SCE).

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2.4 Name and address used by SCE to locate the electric service account(s) used to interconnect the Generating Facility with SCE's Distribution System.

Name: _____

Address: _____

City: _____ CA 9 _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

Renewable Electrical Generating Facility

Solar: _____ kW

Wind: _____ kW

Biomass: _____ kW

Solar Thermal: _____ kW

Geothermal: _____ kW

Fuel Cells Using Renewable Fuels: _____ kW

Small Hydroelectric Generators: _____ kW

Municipal Solid Waste Conversion: _____ kW

Landfill Gas: _____ kW

Ocean Wave: _____ kW

Ocean Thermal or Tidal Current: _____ kW

Digester Gas: _____ kW

Non Renewable Electrical Generating Facility

Biogas Digester: _____ kW

Fuel Cell: _____ kW

2.5.2 Non-Eligible Generator(s): _____ kW

2.5.3 Total **Gross** Nameplate Rating of the Generating Facility(ies): _____ kW

2.6 The **Net** Nameplate Rating of the Generating Facility is:

2.6.1 Eligible Generator(s):

Renewable Electrical Generating Facility

Solar: _____ kW

Wind: _____ kW

Biomass: _____ kW

Solar Thermal: _____ kW

Geothermal: _____ kW

Fuel Cells Using Renewable Fuels: _____ kW

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Small Hydroelectric Generators: _____ kW
Municipal Solid Waste Conversion: _____ kW
Landfill Gas: _____ kW
Ocean Wave: _____ kW
Ocean Thermal or Tidal Current: _____ kW
Digester Gas: _____ kW

Non Renewable Electrical Generating Facility

Biogas Digester: _____ kW
Fuel Cell: _____ kW

2.6.2 Non-Eligible Generator(s): _____ kW

2.6.3 Total **NET** Nameplate Rating of the Generating Facility(ies): _____ kW

2.7 The **maximum level of power** that may be exported by the Generating Facility to SCE's Distribution System is expected to be:

2.7.1 Eligible Generator(s):

Renewable Electrical Generating Facility

Solar: _____ kW
Wind: _____ kW
Biomass: _____ kW
Solar Thermal: _____ kW
Geothermal: _____ kW
Fuel Cells Using Renewable Fuels: _____ kW
Small Hydroelectric Generators: _____ kW
Municipal Solid Waste Conversion: _____ kW
Landfill Gas: _____ kW
Ocean Wave: _____ kW
Ocean Thermal or Tidal Current: _____ kW
Digester Gas: _____ kW

Non Renewable Electrical Generating Facility

Biogas Digester: _____ kW
Fuel Cell: _____ kW

2.7.2 Non-Eligible Generator(s): _____ kW

2.7.3 **Total maximum level of power** that may be exported by the Generating Facility: _____ kW

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- 2.8 The Generating Facility's expected date of Parallel Operation is _____. This expected date of Parallel Operation shall be within two years of the date of this Agreement.
- 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*).
- 2.10 What applicable rate schedule, known as the "otherwise applicable tariff" will be selected for the NEM account(s):_____.

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1 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 - Information concerning Electric Rules 2 and 21 and other selected rules and tariffs of SCE (supplied by SCE).
 - Appendix C - (Where Applicable) Additional Terms and Conditions for Projects Requiring Interconnection Facilities and/or Upgrades to SCE's Distribution and/or Transmission System.
 - Appendix D - (When Applicable) A copy of an agreement addressing financing and ownership of facilities required for interconnection (Supplied by SCE).
 - Appendix E - (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 PUC.
 - Appendix F - (When Applicable) List of eligible service accounts, as defined in SCE's Schedule BG-NEM or FC-NEM, to be included in NEM calculations.
 - Appendix G - (When Applicable) List of eligible service accounts, as defined in SCE's Schedule NEM-ST, to be included in NEM Aggregation calculations.
 - Appendix H - (When Applicable) Producer warranty and verified equipment requirements applicable to Generating Facilities requesting interconnection pursuant to the provisions of the NEM successor tariffs (i.e., Schedule NEM-ST).
 - Appendix I - (When Applicable) Producer's warranty that it meets the requirements for an Eligible Fuel Cell Customer-Generator and the Generating Facility is an Eligible Fuel Cell Electrical Generating Facility Pursuant to Section 2827.10 of the California Public Utilities Code.

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3.2 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 Electric Rule 1 or Electric Rule 21, Section C. If any term is defined in both Electric Rule 1 and Electric Rule 21, the definition in Rule 21 shall prevail.

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 17 of this Agreement ("Effective Date"). This 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's or SCE's intent to terminate this Agreement.

4.2 Producer may elect to terminate this Agreement for any reason pursuant to the terms of Section 4.1(c). 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 California Public Utilities Commission ("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, within the timeframe set forth in such Notice, that Producer's Generating Facility is out of compliance with the terms of this Agreement; or
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement within 120 days of the date of Parallel Operation as set forth in Section 2.8 of this Agreement; or
- (d) Producer abandons the Generating Facility. SCE shall deem the Generating Facility to be abandoned if (i) SCE determines, in its sole opinion, that the Generating Facility is non-operational, (ii) SCE provides Producer with Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility, and (iii) Producer does not respond by affirming Producer's intent and ability to continue to operate the Generating Facility.
- (e) Producer makes a change to the physical configuration of the Generating Facility, as declared in Section 2 and Appendix A of this Agreement.

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

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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 INTERCONNECTION AND OPERATING REQUIREMENTS

- 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 Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility.
- 5.2 Producer shall be responsible for all applicable study costs as outlined in SCE's Electric Rule 21.
- 5.3 If the studies conducted pursuant to the applicable provisions of Electric Rule 21 result in the need for upgrades to SCE's Distribution and/or Transmission System, SCE shall be afforded the time necessary to complete those upgrades before issuing written approval allowing the Producer to operate the Generating Facility. Costs for those upgrades and any necessary Interconnection Facilities shall be borne by the Producer, pursuant to the terms and conditions outlined in Appendices C and D of this Agreement.
- 5.4 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require SCE to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.
- 5.5 Except for that energy delivered to SCE through NEM, the electric power produced by Producer's Generating Facility shall be used solely 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 PUC.
- 5.6 Producer 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 5.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse SCE 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.
- 5.7 Producer shall not commence Parallel Operation of the Generating Facility until SCE has provided express written approval. Such approval shall normally be provided per the timelines established by the applicable PUC or by Electric Rule 21. Such approval will be provided after SCE's receipt of: (1) a completed NEM Generating Facility Interconnection Application including all supporting documents and payments as described in the Application or Electric Rule 21; (2) any required NEM supplemental application forms; (3) a signed and completed Agreement; (4) a copy of Producer's final inspection clearance from the local authority having jurisdiction over the Generating Facility; and (5) submission of all applicable payments for reviews, studies, Interconnection Facilities, Distribution System Upgrades, and Network Upgrades, as applicable. Such approval will not be unreasonably withheld. SCE shall have the right to have representatives present at the Commissioning Test as defined in Electric Rule 21. Producer shall notify SCE

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- at least five (5) days prior to initial testing.
- 5.8 In no event shall the delivery of the maximum electric power to SCE's Distribution System exceed the amount or other limitations specified in Section 2 and Appendix A of this Agreement. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in this Agreement, 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 electric 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 this Agreement, SCE may require Producer to temporarily or permanently reduce or cease deliveries of electric power 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).
- 5.9 Producer shall not deliver reactive power to SCE's Distribution System unless the Parties have agreed otherwise in writing.
- 5.10 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 SCE's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.11 If Producer declares that its Generating Facility meets the requirements for "Cogeneration" as such term is used in Section 216.6 of the PUC (or successor definition of "Cogeneration") ("Cogeneration Requirement"), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix E of this Agreement.
6. INTERCONNECTION FACILITIES, DISTRIBUTION UPGRADES AND NETWORK UPGRADES
- 6.1 Producer and/or SCE, as appropriate, shall provide Interconnection Facilities, Distribution Upgrades and Network Upgrades 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.
- 6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns, as further outlined in Appendix C.
- 6.3 If the provisions of SCE's Electric Rule 21, or any other tariff approved by the Commission, require SCE to own and operate a portion of the Interconnection Facilities, Distribution Upgrades or Network Upgrade, 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, Distribution Upgrades and Network Upgrades. This agreement shall be attached to and made a part of this Agreement as Appendix D.
- 6.4 The Interconnection Facilities may include Net Generation Output Metering for determination of standby charges and applicable non-bypassable charges, and/or other meters required for SCE's administration and billing pursuant to SCE's NEM

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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, general liability insurance with a combined single limit of not less than two million dollars (\$2,000,000) for each occurrence.

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."

8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (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; and provide for thirty (30) calendar days' written notice to SCE prior to cancellation, termination, alteration, or material change of such insurance.

8.3 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by SCE.

8.4 Producer agrees to furnish any required certificates and endorsements to SCE prior to Parallel Operation. SCE shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

8.5 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 8.3:

(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.

(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 8.1.

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

Southern California Edison Company
Attention: NEM Program Administrator
SCE Customer Solar & Self Generation
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: NEM Program Administrator
SCE Customer Solar & Self Generation
P.O. Box 800
Rosemead, CA 91770

If to Producer: Name: _____

Attention: _____

Address: _____

City: _____

Phone: () _____

Email: _____

- 9.2 A Party may change its address for Notice 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 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 or required from time to time pursuant to the CEC’s or Commission’s rules and regulations.

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11. ASSIGNMENT

This Agreement shall not be assigned if such assignment would cause the Eligible Generator(s) to not comply with the provisions of PUC Sections 2827 through 2827.10. Producer shall not voluntarily assign its rights or 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.

14. AMENDMENT 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.

15. TRANSITION PROVISIONS

Producers receiving service on the current NEM tariffs pursuant to PUC Section 2827 (i.e., Schedule NEM) prior to SCE reaching its NEM trigger level or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in the applicable NEM rate schedule. Producers receiving service on the successor NEM tariffs pursuant to PUC Section 2827.1 and Commission Decision 16-01-044 (i.e., Schedule NEM-ST) are subject to the transition provisions as outlined in the applicable NEM successor tariff rate schedule.

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16. ENTIRE AGREEMENT

This Agreement, including any incorporated tariff schedules 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 tariff schedules and rules.

17. SIGNATURES

This Agreement may be executed in counterparts, and by electronic signature on the part of SCE and/or the Producer, and copies of a Party's signed signature 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 this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

PRODUCER NAME

**SOUTHERN CALIFORNIA
EDISON COMPANY**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

**DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM**

(Provided by Producer)

(Note: The Description of the Generating Facility should include, but not limited to, for each of the technology types of generation: spatial configuration, net and gross nameplate ratings, manufacturer, if the generators are certified under Electric Rule 21, protection equipment, and intended mode of operation (i.e. non-export; inadvertent export; and continuous export, where application). Additionally, points of interconnection with SCE, as well as locations and type of protection equipment and disconnect switches should be identified.)

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APPENDIX B

Electric Rules “2” and “21”

(Note: SCE's Electric Rules 2 and 21 may 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. SCE's tariffs, including Rules 2 and 21 can be accessed via the SCE website at www.sce.com/regulatory. Upon request, SCE can provide copies to Producer of Rules 2 and 21.)

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APPENDIX C

Additional Terms and Conditions for Projects Requiring
Interconnection Facilities and/or Upgrades to SCE's Distribution and/or Transmission System

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Section 1. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

1.1 Interconnection Facilities

- 1.1.1 The Producer shall pay for the cost of the Interconnection Facilities itemized in Appendix C-1 below and as provided, where applicable, in the Facilities Financing and Ownership Agreement (“FFOA”) incorporated as Appendix D below. SCE shall provide a best estimate cost, including a cost estimate pursuant to the Cost Envelope Option provisions of Rule 21, Section F.7, as applicable, including overheads and any applicable Income Tax Component of Contribution (ITCC), for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Producer, such other entities, and SCE. Customers who elected the Cost Envelope Option will be subject to the provisions of Rule 21, Section F.7, as applicable, for the determination of actual costs. (N)
(N)
- 1.1.2 The Producer shall be responsible for its share of all reasonable expenses, including overheads and any applicable ITCC, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing SCE's Interconnection Facilities. (N)
(N)

1.2 Distribution Upgrades

- 1.2.1 No portion of this Section 1.2 shall apply unless the interconnection of the Generating Facility requires Distribution Upgrades.
- 1.2.2 SCE shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix C-2 below and as provided, where applicable, in the FFOA incorporated as Appendix D below. If SCE and the Producer agree, the Producer may construct Distribution Upgrades that are located on land owned by the Producer. The actual cost of the Distribution Upgrades, including overheads and any applicable ITCC, shall be directly assigned to the Producer. Customers who elected the Cost Envelope Option will be subject to the provisions of Rule 21, Section F.7, as applicable, for the determination of actual costs. (N)
(N)

Section 2. Cost Responsibility for Network Upgrades

2.1 Applicability

No portion of this Section 2 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

2.2 Network Upgrades

SCE shall design, procure, construct, install, and own the Network Upgrades described in Appendix C-2 below and as provided, where applicable, in the FFOA incorporated as Appendix D below. If SCE and the Producer agree, the Producer may construct Network Upgrades that are located on land owned by the Producer. Unless SCE elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Producer unless Section 2.2.1 directs otherwise.

2.2.1 Repayment of Amounts Advanced for Network Upgrades

To the extent that the CAISO Tariff, currently Section 14.3.2 of Appendix DD, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Producer shall be entitled to a cash repayment, equal to the total amount paid to SCE and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Producer, to be paid to the Producer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under SCE's tariff and Affected System's tariff for transmission services with respect to the Generating Facility.

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Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Customer receives a repayment of such payment pursuant to this subparagraph. The Producer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Producer is not entitled to a cash repayment for amounts paid to SCE and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

2.2.1.1 If the Producer is entitled to a cash repayment pursuant to Section 2.2.1, the Producer, SCE, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as SCE and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Producer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that SCE or any applicable Affected System operators will continue to provide payments to the Producer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

2.2.1.2 If the Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, SCE and Affected System operator shall at that time reimburse the Producer for the amounts advanced for the Network Upgrades if the Producer is entitled to a cash repayment pursuant to Section 2.2.1. Before any such reimbursement can occur, the Producer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

2.3 Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Producer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

Section 3. Billing, Payment, Milestones, and Financial Security

3.1 Billing and Payment Procedures

SCE shall bill the Producer for the design, engineering, construction, and procurement costs, including any applicable ITCC and/or other taxes, of Interconnection Facilities and Distribution and/or Network Upgrades contemplated by this Agreement pursuant to the FFOA, or as otherwise agreed by the Parties.

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3.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Appendix C-3 below. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Appendix C-3 below. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

3.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of SCE's Interconnection Facilities and Distribution and/or Network Upgrades, the Producer shall provide SCE, at the Producer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to SCE and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the SCE's Interconnection Facilities and Distribution and/or Network Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to SCE under this Agreement during its term. In addition:

- 3.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of SCE, and contain terms and conditions that guarantee payment of any amount that may be due from the Producer, up to an agreed-to maximum amount.
- 3.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to SCE and must specify a reasonable expiration date.

Section 4. Taxes

4.1 Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with Commission policy and Internal Revenue Service requirements.

4.2 Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect SCE's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Section 5. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

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Section 6. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

6.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall SCE be liable for the actions or inactions of the Producer or its subcontractors with respect to obligations of the Producer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

6.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

Section 7. Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Producer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

SCE: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

GENERATING FACILITY INTERCONNECTION AGREEMENT
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Appendix C-1

**Description and Costs of the Generating Facility,
Interconnection Facilities, and Metering Equipment**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment, shall be itemized and identified as being owned by the Producer or SCE. SCE will provide a best estimate itemized cost, including a cost estimate pursuant to the Cost Envelope Option provisions of Rule 21, Section F.7, if applicable, including overheads and any applicable ITCC, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment. (N)

Appendix C-2

Description of Distribution and/or Network Upgrades and Cost Responsibility

SCE shall describe the Distribution and/or Network Upgrades and provide an itemized best estimate of the cost, including a cost estimate pursuant to the Cost Envelope Option provisions of Rule 21, Section F.7, if applicable, including overheads and any applicable ITCC, of the Distribution and/or Network Upgrades and annual operation and maintenance expenses associated with such Distribution and/or Network Upgrades. SCE shall functionalize the upgrade costs and annual expenses as either transmission or distribution related. (N)

GENERATING FACILITY INTERCONNECTION AGREEMENT
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Appendix C-3

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____
(10)	_____	_____

Agreed to by:

For SCE: _____ Date: _____

For the Producer: _____ Date: _____

GENERATING FACILITY INTERCONNECTION AGREEMENT
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APPENDIX D
(If Applicable)

FACILITIES FINANCING AND OWNERSHIP AGREEMENT
(Provided by SCE)

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APPENDIX E
(When 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").

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's 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.

GENERATING FACILITY INTERCONNECTION AGREEMENT
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APPENDIX F
(If Applicable)

**LIST OF ELIGIBLE ACCOUNTS
TO BE INCLUDED IN NET ENERGY METERING CALCULATIONS
PURSUANT TO SCHEDULE BG-NEM OR FC-NEM**

(Please provide a copy of a recent billing statements for each of the accounts (if any) to be included in this listing. Indicate the priority order you wish SCE to use in applying surplus energy credits.)

Account Priority ¹	Account Name ²	Service Address ²	SCE Service Account Number ²	SCE Meter Number ²	SCE TOU Tariff Schedule ²
1					
2					
3					
4					
5					
6					

Notes:

1. Account Priority: See Load Aggregation provisions of Schedule BG-NEM or FC-NEM. Accounts are listed in priority designated by Producer to receive excess generation credits. The "Host Account," described on page 1 of this agreement, should not be included in this listing.
2. Account information as shown on SCE billing statement.

GENERATING FACILITY INTERCONNECTION AGREEMENT
Multiple Tariffs

APPENDIX G
(If Applicable)

**LIST OF ELIGIBLE ACCOUNTS
TO BE INCLUDED IN NET ENERGY METERING AGGREGATION CALCULATIONS
PURSUANT TO SCHEDULES NEM AND NEM-ST**

Primary/Generating Account Name ¹	Service Account No.	Account Address	Annual kWh Load ²	Estimated Annual kWh Production ³	Bundled, DA or CCA Service ⁴
	3-				

Aggregated Account Name	Service Account No.	Account Address	Annual kWh Load ⁵	Bundled, DA or CCA Service ⁴
1.	3-			
2.	3-			
3.	3-			
4.	3-			
5.	3-			
6.	3-			
7.	3-			
8.	3-			
9.	3-			
10.	3-			

Please attach additional sheets with aggregated account information, if necessary.

GENERATING FACILITY INTERCONNECTION AGREEMENT
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APPENDIX H
(If Applicable)

**PRODUCER WARRANTY AND VERIFIED EQUIPMENT REQUIREMENTS APPLICABLE TO
GENERATING FACILITIES REQUESTING INTERCONNECTION PURSUANT TO THE
PROVISIONS OF THE NEM SUCCESSOR TARIFFS (i.e., SCHEDULE NEM-ST)**

For Producers interconnecting a Generating Facility under the provisions of Schedule NEM-ST, the Generating Facility must have a warranty of at least 10 years for all equipment and the associated installation from the system provider. In appropriate circumstances conforming to industry practice, this requirement may rely on and be satisfied by manufacturers' warranties for equipment and separate contractors' warranties for workmanship (i.e., installation). Warranties or service agreements conforming to requirements applicable to the Self-Generation Incentive Program (SGIP) may also be used for technologies eligible for the SGIP.

For Producers interconnecting a solar Generating Facility under the provisions of Schedule NEM-ST, all major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the California Energy Commission ("CEC"). For all NEM-ST Generating Facilities, any other equipment, as determined by SCE, must be verified as having safety certification from a Nationally Recognized Testing Laboratory ("NRTL").

GENERATING FACILITY INTERCONNECTION AGREEMENT
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APPENDIX I
(If Applicable)

PRODUCER'S WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE FUEL CELL CUSTOMER-GENERATOR AND THE GENERATING FACILITY IS AN ELIGIBLE FUEL CELL ELECTRICAL GENERATING FACILITY PURSUANT TO SECTION 2827.10 OF THE CALIFORNIA PUBLIC UTILITIES CODE

Producer has declared that it meets the requirements for an Eligible Fuel Cell customer-generator and the Generating Facility meets the requirements of an "Eligible Fuel Cell Electrical Generating Facility", as defined section 2827.10 of the California Public Utilities Code ("Eligibility Requirements").¹

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Producer and the Generating Facility shall continue to meet the Eligibility Requirements. If Producer or the Generating Facility ceases to meet the Eligibility Requirements, Producer shall promptly provide SCE with Notice of such change pursuant to Section 9.1 of this Agreement. If, at any time during the term of this Agreement, SCE determines, in its sole discretion, that Producer or Generating Facility may no longer meet the Eligibility Requirements, SCE may require Producer to provide evidence that Producer and/or the Generating Facility continues to meet the Eligibility 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 Eligibility 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 Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Producer again demonstrates to SCE's reasonable satisfaction that Producer meets the requirements for an Eligible Fuel Cell customer-generator and/or the Generating Facility meets the requirements for a Eligible Fuel Cell electrical generating facility (the "Eligibility Status Change"). SCE shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Producer of the Eligibility Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which SCE determines in its sole discretion that the Producer and/or Generating Facility first ceased to meet the Eligibility Requirements. SCE shall invoice the Producer for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Producer's representations that Producer and/or the Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of SCE's Schedule FC-NEM, Fuel Cell Net Energy Metering.

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.

¹ Pursuant to Special Condition 9 of Schedule FC-NEM, Producers who submit all documentation necessary to receive service on Schedule FC-NEM, including the final electrical inspection clearance, after January 1, 2017 but before the California Air Resources Board (CARB) establishes, and the Commission approves as needed, the schedule of annual greenhouse gas (GHG) emissions reduction standards pursuant to Assembly Bill 1637 (Low, 2016) may be subject to the repayment of any interconnection costs, Departing Load charges, Standby charges, and the loss of NEM credits if their Generating Facilities do not meet the standards, once established (expected to be no later than March 31, 2017).