

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

832



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
May 3, 2012

SUBJECT: County of Riverside – Southern California Edison – Net Energy Metering Generating Facility Interconnection Agreement for Solar and Wind

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman of the Board to execute the Net Energy Metering Generating Facility Interconnection Agreement for Solar and Wind for Riverside County's Rubidoux Fleet Services by and between the County of Riverside and Southern California Edison.

BACKGROUND: On July 27, 2010, the Board of Supervisors approved the plans and specifications, total project budget for the Rubidoux Fleet Services Solar Shade Structure Energy Project. The Rubidoux Fleet Services Solar Shade Structure Energy Project involves the installation of a 85 kilowatt (kW) solar (photovoltaic) shade system in the parking lot of Rubidoux Fleet Services.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Energy Efficiency Conservation Block Grant	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:

County Executive Office Signature Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL
DATE: 4/13/12
BY: MARSHAL VICTOR

Departmental Concurrence

- Dept't Recomm.: Consent
- Per Exec. Ofc.: Consent
- Policy
- Policy

Prev. Agn. Ref.: 3.30 of 7/27/10

District: 2/2

Agenda Number:

3.13

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

Rubidoux Fleet Services is a 44,107 square foot facility that provides vehicle maintenance and repair services. Power from the solar system will be used to offset the electrical needs of the administrative office building. In order to connect the solar energy generated to Southern California Edison's (SCE) electrical system, an interconnection agreement is required by SCE. SCE's Net Energy Metering Generating Facility Interconnection Agreement for Solar and Wind is utilized whenever a customer is seeking to connect not more than 1 MW of Solar or Wind generation to SCE's electrical system.

Net Energy Metering (NEM) is a program designed to benefit SCE's customers who generate their own electricity using solar or wind or a hybrid of these technologies. The NEM program uses a bi-directional meter to track the net difference between the amount of electricity produced and the amount of electricity consumed over a twelve-month period. This can be accomplished on a cumulative basis or on a time-of-use basis, depending upon the rate schedule. Large Commercial/Industrial NEM customers will continue to receive monthly bills, which will require payment of the monthly non-energy related charges (tariff and standard billing fees) and Net Energy charges (i.e. the amount of electricity used minus the amount generated).

Riverside County staff recommends the approval of the Net Energy Metering Generating Facility Interconnection Agreement for Solar and Wind.

This Form 11 has been reviewed by County Counsel as to legal form.

FINANCIAL DATA:

All costs associated with this project are funded by the Energy Efficiency Conservation Block Grant through the American Recovery and Reinvestment Act, thus no net county costs will be incurred as a result of this action.

SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING AND GENERATING FACILITY INTERCONNECTION AGREEMENT

This Net Energy Metering and Generating Facility Interconnection Agreement ("Agreement") is entered into by and between County of Riverside ("Customer"), and Southern California Edison Company ("SCE"), sometimes also referred to herein jointly as "Parties" or individually as "Party."

1. **APPLICABILITY**

This Agreement is applicable only to customers who satisfy all requirements of the definition of an Eligible Customer-Generator set forth in Section 2827(b)(4) of the California Public Utilities Code.

2. **SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT**

- 2.1 Generating Facility Identification Number: _____
- 2.2 Customer Meter Number: 259000-015362
- 2.3 Customer Service Account Number: 3 - 0 2 9 - 7 5 3 4 - 6 4
- 2.4 Applicable Rate Schedule: GS-2
- 2.5 Generating Facility Location: 5293 Mission Blvd.
Jurupa Valley CA 92,509

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

- 2.6 Generating Facility Technology (Solar, Wind or Hybrid): Solar
- 2.7 Generating Facility Nameplate Rating (kW): 85.76
- 2.8 Estimated monthly energy production of Generating Facility (kWh): 11,169

3. **GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS:**

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

4. **METERING AND BILLING:**

Metering requirements and billing procedures shall be set forth in the SCE and/or Energy Service Provider's

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rate schedule(s) applicable to the electric service account assigned to the location where the Generating Facility is connected.

5. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES:

- 5.1 SCE may require Customer to interrupt or reduce the output of its Generating Facility under the following circumstances:
- (a) Whenever SCE deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
 - (b) Whenever SCE determines in its sole judgment, that curtailment, interruption, or reduction of Customer's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.
- 5.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time SCE determines the continued parallel operation of the Generating Facility may endanger the public or SCE personnel, or affect the integrity of SCE's electric system or the quality of electric service provided to other customers, SCE shall have the right to require the Generating Facility to be immediately disconnected from SCE's electric system. The Generating Facility shall remain disconnected until such time as SCE is satisfied, in its sole judgment that the condition(s) causing such disconnection have ended or have been corrected.
- 5.3 Whenever feasible, SCE shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.
- 5.4 Electrical energy and capacity provided to Customer during periods of curtailment or interruption of the output of the Generating Facility shall be provided pursuant to the terms of the rate schedule(s) applicable to the electric service account to which the Generating Facility is connected.

6. ACCESS TO PREMISES:

- SCE may enter Customer's premises at all times, without notice to Customer for emergency purposes only.
- (a) To inspect Customer's protective devices or check meter(s); to ascertain there is no power flow; or
 - (b) To disconnect the Generating Facility and/or service to Customer, whenever in SCE's discretion, a hazardous condition exists and such immediate action is necessary to protect persons, SCE's facilities, or property of others from damage or interference caused by the Generating Facility, or the failure of properly operating protective devices.

SCE will make prior arrangements with the Customer for gaining emergency access to Customer's premises by obtaining keys to a lock box or a padlock or by making other mutually agreeable arrangements.

7. INDEMNITY AND LIABILITY:

- 7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or (b) the making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.
- 7.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, that may be incurred by the other Party in enforcing this indemnity.
- 7.3 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.
- 7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.
- 7.5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any

SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING AND GENERATING FACILITY INTERCONNECTION AGREEMENT

liability to any person who is not a Party to it.

- 7.6 Notwithstanding the provisions of Section 7.1, Customer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of SCE's facilities, and SCE shall not be liable for any such damage so caused.

8. GOVERNING LAW:

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

9. CALIFORNIA PUBLIC UTILITIES COMMISSION:

- 9.1 This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.
- 9.2 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.

10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT:

- 10.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.
- 10.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- 10.3 This Agreement shall supersede any existing agreement under which Customer is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.
- 10.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.
- 10.5 A new Customer of Record or New Party In (NPI) who owns, leases, or rents a premises with an operating NEM eligible facility, previously approved by SCE for Parallel Operation does not have to submit a new interconnection agreement as long as the Customer meets the requirements of Schedule NEM. This will also apply to premises where the developer/contractor establishes the interconnection, so that the Customer who buys/rents/leases the premises will not have to re-submit and sign a new interconnection agreement.

A new Customer of Record or New Party In (NPI), who owns, rents or leases a premises that includes NEM eligible electrical generating facilities with a capacity of 30 kW or less, that were approved by SCE for Parallel Operation prior to the new Customer or NPI moving in and/or taking electric service with SCE will take service on Schedule NEM as long as the requirements of this section are met. To be eligible, the new Customer or NPI must 1) ensure that the generating facility is compliant with all applicable safety and performance standards as delineated in SCE's Electric Rule 21 and other applicable tariffs in effect at the time of initial approval for Parallel Operation; 2) keep in force the amount of property, commercial general liability and/or personal liability insurance the New Party In or new Customer has in place at the time it initiates service on this tariff; 3) understand that SCE may from time to time release to the California Energy Commission and/or the California Public Utilities Commission, information regarding the new Customer or NPI's facility, including New Party In or new Customer's name and Generating Facility location, capacity and operational characteristics. SCE will provide the New Party In or new Customer with, (i) a copy of the interconnection agreement in effect and as signed by the previous customer which will remain unchanged, (ii) a copy of the NEM Fact Sheet of operation and billing, and (iii) SCE's website information on the NEM tariff.

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

11. NOTICES:

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

CUSTOMER	SOUTHERN CALIFORNIA EDISON COMPANY
Account Name: <u>County of Riverside</u>	SOUTHERN CALIFORNIA EDISON COMPANY
Mailing Address: <u>3403 10th St. STE 310</u>	Attn: NEM Program Administrator
<u>Riverside CA 92,501</u>	SCE Customer Solar & Self Generation
	P.O. Box 800
	Rosemead, CA 91770

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

12. TERM AND TERMINATION OF AGREEMENT:

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

12.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to Customer by SCE; or (b) changes to Customer's electric load which cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Section 2827(b)(4) of the California Public Utilities Code; or termination of Customer's Net Energy Metering arrangements with its Electric Service Provider.

13. SIGNATURES:

This Agreement may be executed in counterparts, and by electronic signature on the part of SCE, 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 two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the latter of the two dates set forth below.

CUSTOMER	SOUTHERN CALIFORNIA EDISON COMPANY
By: _____	By: _____
Name: <u>John Tavaglione</u>	Name: <u>Melissa R. Patrick</u>
Title: <u>Chairman, Board of Supervisors</u>	Title: <u>NEM Interconnection Manager</u>
Date: _____	Date: _____

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR 4/17/12 DATE