

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE 6/11/15

Departmental Concurrence

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

362



**FROM:** Economic Development Agency/Facilities Management

**SUBMITTAL DATE:**  
 June 18, 2015

**SUBJECT:** Rule 21 Detailed Study Agreement with Southern California Edison, District 5, [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute Rule 21 Detailed Study Agreement for the Brookside Material Yard solar generating facility by and between the County of Riverside and Southern California Edison (SCE).

(Continued)

Robert Field  
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A	Budget Adjustment: No
	For Fiscal Year: 2014/15

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 9.1 of 10/28/14 3.22 of 5/20/14

District: 5

Agenda Number:

3-26

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

Economic Development Agency/Facilities Management

**FORM 11:** Rule 21 Detailed Study Agreement with Southern California Edison, District 5, [\$0]

**DATE:** June 18, 2015

**PAGE:** 2 of 2

## **BACKGROUND:**

### **Summary**

On May 20, 2014 the county entered into a Program Development Agreement with Chevron Energy Solutions (now OpTerra Energy Services) to provide a detailed analysis of possible Energy Conservational Measures at various county facilities. On October 28, 2014, the Board of Supervisors approved the \$54.6 million project to install solar systems at ten county sites.

Before the Brookside Material Yard solar system can be connected to the electrical grid, there must be a signed Rule 21 Detailed Study Agreement between Riverside County and SCE. The Rule 21 Detailed Study Agreement requests that SCE, as the distribution provider, perform an interconnection study to assess the system impact of interconnecting the Brookside Material Yard generating facility to SCE's distribution and transmission systems. The Brookside Material Yard solar system is estimated to generate 9,580,039 kWh annually. The study agreement results will provide SCE with the technical data needed to procure and install the equipment necessary to connect the Brookside Material Yard generating facility to the SCE grid.

Additionally, the Rule 21 Detailed Study Agreement specifies and estimates SCE's cost for equipment, engineering, procurement and construction work needed to connect Brookside Material Yard generating facility to SCE's grid. As part of the county's Program Development Agreement with OpTerra Energy Services, the cost of this study agreement is covered by OpTerra and has been paid to SCE. The county will incur no financial costs associated with the Rule 21 Detailed Study Agreement.

### **Impact on Citizens and Businesses**

The impact of this project will result in reducing the county's overall cost of purchased electricity and will reduce the county's electrical consumption. Also, the Brookside Material Yard is expected to generate 9,580,039 kWh per year which will remove 6,606 metric tons of greenhouse gas equivalents annually from Riverside County air. This will help improve the air quality of the county.

## **SUPPLEMENTAL:**

### **Additional Fiscal Information**

There are no county costs associated with this agreement, thus no net county costs will be incurred.

Attachments:

Rule 21 Detailed Study Agreement – Brookside Material Yard

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## RULE 21 DETAILED STUDY AGREEMENT

**THIS DETAILED STUDY AGREEMENT ("AGREEMENT")** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2015 by and between County of Riverside, a government agency organized and existing under the laws of the State of California, ("Applicant,") and Southern California Edison Company, a corporation existing under the laws of the State of California ("SCE" or "Distribution Provider "). Applicant and Distribution Provider each may be referred to as a "Party," or collectively as the "Parties."

### RECITALS

**WHEREAS**, Distribution Provider, as a public utility in the State of California subject to the jurisdiction of the California Public Utilities Commission ("Commission"), provides non-discriminatory access to generating facilities wishing to interconnect to its Distribution System or Transmission System under the provisions of Rule 21 of its Tariffs; and

**WHEREAS**, Applicant is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Applicant dated December 8, 2015 ; and

**WHEREAS**, Applicant desires to interconnect the Generating Facility with the Distribution System or Transmission System pursuant to the  Independent Study Process, or  Distribution Group Study Process; and

**WHEREAS**, the Applicant has requested Distribution Provider to perform Interconnection Studies to assess the system impact of interconnecting the Generating Facility to the Distribution System, Transmission System and any Affected Systems and to specify and estimate the cost of the equipment, engineering, procurement and construction work needed on the Distribution Provider's electric system to physically and electrically connect the Generating Facility to the Distribution Provider's Distribution System or Transmission System in accordance with Good Utility Practice;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Distribution Provider's Rule 21.
- 2.0 Applicant elects and Distribution Provider shall cause to be performed Interconnection Studies consistent with Section F.3.b of Rule 21 for Interconnection Requests evaluated under the Independent Study Process or Section F.3.c of Rule 21 for Interconnection Requests evaluated under the Distribution Group Study Process.

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- 3.0 The scope of the Interconnection Studies shall be subject to the assumptions set forth in Attachments A and B to this Agreement.
- 4.0 The Interconnection Studies will be based upon the technical information provided by Applicant in the Interconnection Request, as may be modified as the result of the Scoping Meeting, or other permitted modifications, in accordance with Section F.3.b or Section F.3.c of Rule 21, as applicable. Any technical data supplied by Applicant is assumed to be complete and accurate. Distribution Provider is not required to verify any information or data provided by Applicant as part of the Interconnection Studies. Distribution Provider reserves the right to request additional technical information from Applicant as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Studies. Applicant shall provide the requested technical information to Distribution provider within thirty (30) Calendar Days of a written request for such information. Distribution Provider may suspend the Interconnection Studies until such information is provided and the due date for completion of the Interconnection Studies may be adjusted to reflect the suspension period. If Applicant modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the Interconnection Studies may be modified as specified in Rule 21.
- 5.0 The Interconnection Study report for each Interconnection Study shall provide the information specified in Rule 21.
- 6.0 Applicant shall provide Interconnection Financial Security in accordance with Rule 21 Section F.4, including Section F.4.b which requires the Applicant to provide the initial Interconnection Financial Security on or before sixty (60) Calendar Days after being provided with the final Interconnection System Impact Study report or DGS Phase I Interconnection Study report, as applicable.
- 7.0 For Interconnection Requests evaluated under the Independent Study Process, unless the Parties agree to waive the Facilities Study in accordance with Section F.3.b.vii of Rule 21, Applicant shall submit to the Distribution Provider (1) the data required by the Distribution Provider within (i) five (5) Business Days following the Interconnection System Impact Study results meeting, or (ii) within twenty-five (25) Business Days of the issuance of the final Interconnection System Impact Study report if no Interconnection System Impact Study results meeting is held, and (2) the Facilities Study deposit, if required, within (i) ten (10) Business Days following the Interconnection System Impact Study results meeting, or (ii) within twenty-five (25) Business Days of the issuance of the final Interconnection System Impact Study report if no Interconnection System Impact Study results meeting is held, in accordance with Section F.3.b.vi of Rule 21.

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For Interconnection Requests evaluated under the Distribution Group Study Process, unless the Parties agree to waive the DGS Phase II Interconnection Study in accordance with Section F.3.c.ix of Rule 21, Applicant shall submit to the Distribution Provider (1) the data required by the Distribution Provider within (i) five (5) Business Days following the DGS Phase I Interconnection Study results meeting, or (ii) within thirty (30) Calendar Days of the issuance of the final DGS Phase I Interconnection Study report if no DGS Phase I Interconnection Study results meeting is held, and (2) the DGS Phase II Interconnection Study deposit, if required, within thirty (30) Business Days of the issuance of the final DGS Phase I Interconnection Study report in accordance with Section F.3.c.viii of Rule 21.

- 8.0 Upon completion of the Interconnection Studies, Distribution Provider shall charge and Applicant shall pay the actual costs of the Interconnection Studies pursuant to Section E.3.a of Rule 21.
- 9.0 The Distribution Provider may provide copies of the Interconnection Studies results to the CAISO, an Affected System Operator and the Western Electricity Coordinating Council. Requests for review and input from any Affected System Operators or the Western Electricity Coordinating Council may arrive at any time prior to interconnection.
- 10.0 Substantial portions of technical data and assumptions used to perform the Interconnection Studies, such as system conditions, existing and planned generation, and unit modeling, may change, other than changes described in Section 4, after the Distribution Provider provides the Interconnection Studies results to the Applicant. Interconnection Studies results will reflect available data at the time the Distribution Provider provides the Interconnection Study reports to the Applicant. If new data is provided after Distribution Provider has begun work on the Interconnection Studies, Distribution Provider is not responsible for updating the Interconnection Studies to reflect new information or a change in information used in the Interconnection Studies. Distribution Provider may determine that a new study, or revision or reevaluation of the Interconnection Studies is required. In that event, Applicant shall either enter into a separate agreement providing that it shall reimburse Distribution Provider for the costs of such new or revised study or its Interconnection Request will be deemed withdrawn. The Distribution Provider shall not be responsible for any additional costs, including, without limitation, costs of new or additional facilities, system upgrades, or schedule changes, that may be required as a result of changes in such data and assumptions.
- 11.0 The Distribution Provider shall maintain records and accounts of all costs incurred in performing the Interconnection Studies in sufficient detail to allow verification of all costs incurred, including associated overheads. The Applicant shall have the right, upon reasonable notice, at the Distribution Provider's offices and at its own expense, to audit the Distribution Provider's

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records as necessary and as appropriate in order to verify costs incurred by the Distribution Provider. Any audit requested by the Applicant shall be completed, and written notice of any audit dispute provided to the Distribution Provider, within one hundred eighty (180) Calendar Days following receipt by the Applicant of the Distribution Provider's notification of the final costs of the Interconnection Studies.

- 12.0 In accordance with Section F.6 of Rule 21, the Applicant may withdraw its Interconnection Request at any time by written notice to the Distribution Provider. Upon receipt of such notice, this Agreement shall terminate, subject to the requirements of Section D.7 and E.3.a of Rule 21.
- 13.0 This Agreement shall become effective upon the date the fully executed Agreement and the Detailed Study deposit as required by Section E.3.a are received by the Distribution Provider. If the Distribution Provider does not receive the fully executed Agreement and Detailed Study deposit within thirty (30) Business Days after the scoping meeting pursuant to Section F.3.b of Rule 21 for Interconnection Requests evaluated under the Independent Study Process or, in the case of Interconnection Requests evaluated under the Distribution Group Study Process, the earlier of (i) thirty (30) Business Days after the scoping meeting or (ii) the start date of the DGS Phase I Interconnection Study pursuant to Section F.3.c of Rule 21, then the Interconnection Request will be deemed withdrawn.
- 14.0 Miscellaneous.
- 14.1 Dispute Resolution. Any dispute arising out of or in connection with the Agreement shall be subject to the dispute resolution provisions of Rule 21.
- 14.2 Confidentiality. Confidential Information shall be treated in accordance with Section D.7 of Rule 21.
- 14.3 Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 14.4 Conflicts. In the event of a conflict between the body of this Agreement and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.
- 14.5 Rules of Interpretation. This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns

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but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any applicable laws and regulations means such applicable laws and regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article or Section of this Agreement or such Appendix to this Agreement, or such Section of Rule 21 or such Appendix to Rule 21, as the case may be; (6) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article Section, or other provision hereof or thereof; (7) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”.

- 14.6 Entire Agreement. This Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party’s compliance with its obligations under this Agreement.
- 14.7 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 14.8 Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

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Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by the Applicant shall not constitute a waiver of the Applicant's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

- 14.9 Headings. The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement
- 14.10 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 14.11 Amendment. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by both of the Parties.
- 14.12 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this Agreement by a written instrument duly executed by both of the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations.
- 14.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.
- 14.14 Assignment. This Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Applicant shall have the right to assign this Agreement, without the consent of the other Party, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Applicant will require any secured party, trustee or mortgagee to notify the other Party of any such assignment. Any financing arrangement



entered into by the Applicant pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the other Party of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

14.15 This Agreement is subject to the applicable provisions of SCE's tariffs, including Rule 21, as filed and authorized by the California Public Utilities Commission ("CPUC"). This Agreement shall at all times be subject to such changes or modifications by the CPUC, as the CPUC may, from time to time, direct in the exercise of its jurisdiction.

**IN WITNESS THEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**Southern California Edison Company,**

By: *Pete Lennon*

Printed Name: PETER LENNON

Title: MANAGER, GRID INTERCONNECTIONS

Date: 4-16-15

COUNTY OF RIVERSIDE:

COUNTY OF RIVERSIDE

APPROVED AS TO FORM:  
Gregory P. PRIAMOS  
County Counsel

By: \_\_\_\_\_  
MARION ASHLEY, Chairman  
Board of Supervisors

By: *M. L. Victor* 6/10/15  
Marsha L. Victor  
Principal Deputy County Counsel

**ASSUMPTIONS USED IN CONDUCTING THE  
INTERCONNECTION SYSTEM IMPACT STUDY OR DGS PHASE I  
INTERCONNECTION STUDY**

The Interconnection System Impact Study or DGS Phase I Interconnection Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on March 11, 2015, subject to any modifications in accordance with Section F.3.b or Section F.3.c, as applicable, of Rule 21, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

1. Point of Interconnection: The County of Riverside – Brookside Material Yard Project is proposed to be interconnected to Rainier 12kV out of Maraschino 115/12 kV Substation.
2. Configuration to be studied: Interconnection Customer's Generator(s), transformer and power factor correction equipment, meters and metering equipment, and appurtenant equipment at the Generating Facility site in Beaumont, California, as specified in the Interconnection Customer's Interconnection Request.

Additional Comments:

1. The Generating Facility will be considered as having Energy-Only Deliverability Status, in accordance with Rule 21.
2. Other Assumptions:
  - a. Interconnection Customer is or will be eligible for interconnection under the Rule 21 with respect to the Generating Facility.
  - b. Interconnection Customer will install a 4 MW photovoltaic generating facility, which consists of eight (8) Solectria SGI500KW inverters, transformer and power factor correction equipment, meters and metering equipment, and appurtenant equipment.
  - c. The maximum amount of Distribution Service requested by Interconnection Customer is 4MW MW.
  - d. The Interconnection Customer has requested an operating date of November 25, 2015. Such assumption shall be subject to change after study results, permitting requirements, design, land issues and material lead times are known, so that a more accurate determination of this item can be made.

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- e. Distribution Service will be provided from [describe], through Distribution Provider's Distribution System for delivery of energy to the ISO Grid at the [Substation Name] \_\_\_\_\_ kV bus.
  - f. The technical data supplied by the Interconnection Customer for this Generating Facility are accurate and complete.
  - g. The Generating Facility will have voltage regulation equipment and generator reactive power capability to maintain a voltage schedule or reactive power schedule and will be capable of operation over a power factor range in accordance with Rule 21.
  - h. Interconnection Customer will install, own, operate and maintain necessary power factor correction equipment to meet Distribution Provider's criteria for generators at the Point of Interconnection. Such criteria are 0.95 boost capability (or kVAR/kW = 0.33), with an operating power factor which may range from 0.95 boost to 0.95 buck at the Point of Interconnection.
  - i. Currently, there are no operating restrictions on the Generating Facility other than routine maintenance.
  - j. Study results will reflect the Distribution Provider's Interconnection Handbook in effect at the time the Distribution Provider provides the interconnection study results to the Interconnection Customer.

3. Scope:

The study scope will include the following:

- a. Interconnection Customer's requested Point of Interconnection Rainier 12kV out of Maraschino 115/12kV Substation.
- b. A determination of whether modifications are needed to Distribution Provider's Distribution System and/or that portion of Distribution Provider's electrical system that is part of the CAISO Controlled Grid, such that the Generating Facility can be interconnected to the Distribution Provider's Rainier] 12 kV circuit determined by the Distribution Provider as indicated in Section 3a above, and that Distribution Service for the delivery of energy through Distribution Provider's Distribution System to the CAISO Controlled Grid at Distribution Provider's Maraschino 115/12 kV Substation can commence on November 25, 2015.
- c. A description of direct assignment facilities, Distribution Upgrades, and any other additions, modifications or other facilities on Distribution Provider's Distribution System and that portion of Distribution Provider's electrical system which is part of the CAISO Controlled Grid which are required to provide the requested service.

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4. Basis for Study:

- a. In determining the capacity available, Distribution Provider will exclude from available capacity (i) capacity needed to meet its existing contractual obligations, (ii) capacity needed to meet previous obligations under the terms of Rule 21, (iii) capacity needed to meet previously pending Rule 21 applications, if any, and (iv) capacity needed to meet previously pending interconnection applications, if any.
- b. Projects with interconnection applications preceding Interconnection Customer's application, and potential system enhancements or modifications resulting from such projects, if any, are assumed in service.

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**Attachment B  
Detailed Study Agreement**

**DATA FORM TO BE PROVIDED BY APPLICANT**

**This Attachment B is to be provided prior to the commencement of the Interconnection Facilities Study or DGS Phase II Interconnection Study**

Generating Facility size (MW): \_\_\_\_\_

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing Distribution Provider station. Number of generation connections: \_\_\_\_\_

On the one line diagram indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one line diagram indicate the location of auxiliary power. (Minimum load on CT/PT)  
Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?  
\_\_\_\_ Yes      \_\_\_\_ No

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation?      \_\_\_\_ Yes      \_\_\_\_ No (Please indicate on one line diagram).

What type of control system or PLC will be located at Applicant's Generating Facility?  
\_\_\_\_\_

What protocol does the control system or PLC use?  
\_\_\_\_\_

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:  
\_\_\_\_\_

Bus length from generation to interconnection station:  
\_\_\_\_\_

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Line length from interconnection station to Distribution Provider's transmission line.

Tower number observed in the field. (Painted on tower leg)\* \_\_\_\_\_

Number of third party easements required for transmission lines\*:  
\_\_\_\_\_

\* To be completed in coordination with Distribution Provider.

Is the Generating Facility in the Distribution Provider's service area?

\_\_\_\_ Yes    \_\_\_\_ No    Local provider: \_\_\_\_\_

Please provide proposed schedule dates (not required for projects 5 MWs or less):

Environmental survey start:                      Date \_\_\_\_\_

Environmental impact report submittal:      Date \_\_\_\_\_

Procurement of project equipment:          Date \_\_\_\_\_

Begin Construction                                      Date: \_\_\_\_\_

Generator step-up transformer  
receives back feed power                              Date: \_\_\_\_\_

Generation Testing                                      Date: \_\_\_\_\_

Commercial Operation                                      Date: \_\_\_\_\_