

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



October 28, 2014

Advice Letter 3108-E

Megan Scott-Kakures
Vice President, Regulatory Operations
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770

SUBJECT: Modifications to SCE's Net Energy Metering Interconnection to Clarify the Use of Electronic Signatures

Dear Ms. Scott-Kakures:

Advice Letter 3108-E is effective as of October 30, 2014.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph, Director
Energy Division

September 30, 2014

ADVICE 3108-E
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Modifications to SCE's Net Energy Metering Interconnection
Agreements to Clarify the Use of Electronic Signatures

Southern California Edison Company (SCE) hereby submits for filing the following changes to its tariffs. The revised tariff sheets are listed on Attachment A and are attached hereto.

PURPOSE

The purpose of this filing is to modify SCE's Net Energy Metering (NEM) Interconnection Agreements (IAs), as outlined below, to clarify the use of Electronic Signatures in the execution of these documents on the part of both SCE and the customer-generator. This filing also makes minor, non-substantive corrections to the NEM IAs.

BACKGROUND

To obtain service on an applicable NEM tariff, customers must enter into an NEM IA with SCE. On August 6, 2010, SCE filed Advice 2495-E to modify Form 16-344, *Net Energy Metering and Renewable Electrical Generating Facility Interconnection Agreement*, to, in part, allow for the use of an Electronic Signature on the part of SCE in the execution of the IA and a signed signature from the customer that could be faxed or transmitted electronically as an alternative to the "wet" or "original" signature requirements. Advice 2495-E/E-A was approved by the California Public Utilities Commission (Commission or CPUC) in Resolution E-4367 with a January 3, 2011 effective date. Similar signature language has been approved in SCE's other NEM IAs.

Subsequent to the 2495-E/E-A filings, on July 26, 2011, SCE filed Advice 2606-E to modify its Electric Tariff Rule 1, *Definitions*, to conform to certain provisions of California's Uniform Electronic Transactions Act (UETA) found in California Civil Code Sections 1633.1 to 1633.17. In Advice 2606-E, which the Commission approved

effective August 25, 2011, SCE, in part, established new definitions for both *Electronic Signature* and *Signature*, as follows:

Electronic Signature

An electronic sound, symbol, or process attached to or logically associated with an Electronic Record and executed or adopted by a person with the intent to sign the Electronic Record.

Signature

Either an original “wet” signature or an Electronic Signature, except where statute, regulation, contract, tariff or SCE policy require that a customer or client signature must be a “wet” original signature. Agreements, unless they expressly provide otherwise, may be executed in multiple counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument or agreement. Unless otherwise required by statute, regulation, contract, or SCE tariff or policy, documents bearing signatures may be transmitted in person or by: (1) mail by regular or commercial carrier, (2) fax, or (3) e-mail attaching a copy of the document.

Advice 2606-E also explained that California Civil Code Section 1633.7 gives an Electronic Signature the same effect as a written signature by providing that it “may not be denied legal effect or enforceability solely because an electronic record was used in its formation,” that “[i]f a law requires a record to be in writing, an electronic record satisfies the law,” and that “[i]f a law requires a signature, an electronic signature satisfies the law.”

While SCE believes that the passage of the UETA and the approval of Advice 2606-E already allow SCE to accept Electronic Signatures on the part of its customers,¹ the discussion in Advice 2495-E/E-A and the resulting language in SCE’s current NEM IAs make the issue unclear and could be interpreted as limiting Electronic Signatures to only SCE on these specific forms. Therefore, SCE desires to remove any ambiguity via the tariff changes proposed below to make it clear that the NEM IAs may be executed with an Electronic Signature on the part of both SCE and its customers in accordance with the provisions of the UETA, allowing for greater automation and increased efficiency of the NEM interconnection process.

¹ SCE has allowed customers to submit signed NEM IAs using functionality on the customers’ end that involves the customers electronically incorporating a copy of their handwritten signature on the NEM IA and emailing the signature page so signed back to SCE.

PROPOSED TARIFF CHANGES

The Signature section of Form 14-653, *Multifamily Affordable Solar Housing – Virtual Net Metering Interconnection Agreement*, Form 14-755, *Fuel Cell Electrical Generating Facility Net Energy Metering and Interconnection Agreement*, Form 14-773, *Generating Facility Interconnection Agreement Multiple Tariffs*, Form 14-909, *Virtual Net Energy Metering for Multi-Tenant and Multi-Meter Properties Interconnection Agreement*, Form 14-923, *Net Energy Metering Solar and Wind Generating Facility 10 Kilowatt or Less Interconnection Agreement*, and Form 16-344, *Net Energy Metering and Renewable Electrical Generating Facility Interconnection Agreement*, are modified to remove any ambiguity and specifically allow for the use of Electronic Signatures on the part of both SCE and the customer as discussed above.² Further, the requirement that “two originals” of the IA be executed is removed, and the effective date of the IAs is referenced back to the applicable Term and Termination of Agreement section of each respective IA.

For example, Section 14 of Form 16-344 is modified as follows (similar changes are made to the signature section of the other IAs noted above):³

This Agreement may be executed in counterparts, and by Electronic Signature on the part of SCE and/or the Customer, 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~~ provided in Section 12.1 above.

Additionally, minor, non-substantive corrections are made throughout the NEM IAs to correct and clarify language errors in the documents.

No cost information is required for this advice filing.

This advice filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any other schedule or rule.

² SCE is not proposing similar changes to Form 14-750, *Biogas Digester Electrical Generating Facility Net Energy Metering and Interconnection Agreement*, since Schedule BG-NEM is closed to new customers.

³ As established in Advice 2753-E, Form 14-923 only requires a signature on the part of the customer, and not SCE. Advice 2753-E was approved by the Commission effective July 28, 2012.

TIER DESIGNATION

Pursuant to General Order (GO) 96-B, Energy Industry Rule 5.2(2), this advice letter is submitted with a Tier 2 designation.

EFFECTIVE DATE

This advice filing will become effective on October 30, 2014, the 30th calendar day after the date filed.

NOTICE

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received no later than 20 days after the date of this advice filing. Protests should be mailed to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

In addition, protests and all other correspondence regarding this advice letter should also be sent by letter and transmitted via facsimile or electronically to the attention of:

Megan Scott-Kakures
Vice President, Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Michael R. Hoover
Director, State Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2030
San Francisco, California 94102
Facsimile: (415) 929-5544
E-mail: Karyn.Gansecki@sce.com

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

In accordance with Section 4 of GO 96-B, SCE is serving copies of this advice filing to the interested parties shown on the attached GO 96-B, R.14-07-002 and R.11-09-011 service lists. Address change requests to the GO 96-B service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-4039. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing at SCE's corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE's web site at <https://www.sce.com/wps/portal/home/regulatory/advice-letters>.

For questions, please contact Erin Pulgar at (626) 302-2509 or by electronic mail at Erin.Pulgar@sce.com

Southern California Edison Company

/s/ Megan Scott-Kakures
Megan Scott-Kakures

MSK:ep:jm
Enclosures

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Southern California Edison Company (U 338-E)

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Darrah Morgan

Phone #: (626) 302-2086

E-mail: Darrah.Morgan@sce.com

E-mail Disposition Notice to: AdviceTariffManager@sce.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
 PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 3108-E

Tier Designation: 2

Subject of AL: Modifications to SCE's Net Energy Metering Interconnection Agreements to Clarify the Use of Electronic Signatures

Keywords (choose from CPUC listing): Compliance, Metering, Agreements

AL filing type: Monthly Quarterly Annual One-Time Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: _____

Summarize differences between the AL and the prior withdrawn or rejected AL: _____

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement.

Name and contact information to request nondisclosure agreement/access to confidential information:

Resolution Required? Yes No

Requested effective date: 10/30/14 No. of tariff sheets: -9-

Estimated system annual revenue effect: (%): _____

Estimated system average rate effect (%): _____

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: None

Service affected and changes proposed¹: _____

Pending advice letters that revise the same tariff sheets: None

¹ Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Megan Scott-Kakures
Vice President, Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Michael R. Hoover
Director, State Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2030
San Francisco, California 94102
Facsimile: (415) 929-5544
E-mail: Karyn.Gansecki@sce.com

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 55531-E	Form 14-653	Revised 54514-E
Revised 55532-E	Form 14-755	Revised 53620-E
Revised 55533-E	Form 14-773	Revised 54515-E
Revised 55534-E	Form 14-909	Revised 54516-E
Revised 55535-E	Form 14-923	Revised 54517-E
Revised 55536-E	Form 16-344	Revised 54518-E
Revised 55537-E	Table of Contents	Revised 55261-E
Revised 55538-E	Table of Contents	Revised 55152-E
Revised 55539-E	Table of Contents	Revised 54886-E



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

Revised Cal. PUC Sheet No. 55531-E
Cancelling Revised Cal. PUC Sheet No. 54514-E

Sheet 1

Form 14-653
Multifamily Affordable Solar Housing – Virtual Net Metering Interconnection Agreement

(To be inserted by utility)
Advice 3108-E
Decision _____

Issued by
Megan Scott-Kakures
Vice President

(To be inserted by Cal. PUC)
Date Filed Sep 30, 2014
Effective Oct 30, 2014
Resolution _____

MULTIFAMILY AFFORDABLE SOLAR HOUSING
VIRTUAL NET METERING AND GENERATING FACILITY
INTERCONNECTION AGREEMENT

This Multifamily Affordable Solar Housing Virtual Net Metering and Generating Facility Interconnection Agreement ("Agreement") is entered into by and between _____ ("Customer"), and Southern California Edison Company ("SCE"), sometimes also referred to jointly as "Parties" or individually as "Party."

1. APPLICABILITY

This Agreement is applicable only to customers who satisfy all requirements of SCE's Schedule MASH-VNM for multifamily affordable solar housing virtual net metering.

2. SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT

2.1 Generating Facility Identification Number: _____

2.2 Customer Meter Number: _____

2.3 Customer Service Account Number: _____

2.4 Applicable Rate Schedule: _____

2.5 Generating Facility Location: _____

2.5.1 This Agreement applies to the Generating Facility identified below and installed at the above location.

2.5.2 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): _____

2.7 Generating Facility Nameplate Rating (kW): _____

2.8 Estimated monthly energy production of Generating Facility (kWh): _____

2.9 Estimated date when Generating Facility will be ready to commence parallel operation with SCE's electric system: _____

3. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS:

3.1 Customer will be responsible for the design, installation, operation, and maintenance of the Generating Facility and will obtain and maintain any required governmental authorizations and/or permits.

3.2 The Generating Facility must 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 includes, but is not limited to the provisions of IEEE Standard 929, UL Standard 1741 and SCE's Electric Rule 21. (T)

3.3 Customer cannot commence parallel operation of the Generating Facility until SCE provides written approval to Customer, which will be within ten (10) working days from the date that SCE receives a copy of the final inspection or approval of the Generating Facility by the governmental authority having jurisdiction to inspect and approve the installation. SCE cannot unreasonably withhold such approval.

MULTIFAMILY AFFORDABLE SOLAR HOUSING
VIRTUAL NET METERING AND GENERATING FACILITY
INTERCONNECTION AGREEMENT

- 3.4 SCE has the right to have a representative present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. Customer must notify SCE in accordance with the terms of Section 11 of this Agreement at least five (5) days before the inspection. (T)
- 3.5 Customer cannot 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 SCE's prior written consent. (T)

4. METERING AND BILLING:

Metering requirements and billing procedures will be as provided in the SCE, Community Choice Aggregator and/or Electric Service Provider 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, in its sole judgment, require Customer to interrupt or reduce the output of its Generating Facility under the following circumstances: (T)
- (a) Whenever SCE deems it necessary 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 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, SCE reserves the right to require the immediate disconnect of the Generating Facility from SCE's electric system 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 may affect the integrity of SCE's electric system or the quality of electric service provided to other customers. The Generating Facility must remain disconnected until SCE determines, in its sole judgment, that the condition(s) causing the disconnection have ended or have been corrected.
- 5.3 Whenever feasible, SCE will attempt to 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 will 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 sole opinion, 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 absence or 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. (T)

MULTIFAMILY AFFORDABLE SOLAR HOUSING
VIRTUAL NET METERING AND GENERATING FACILITY
INTERCONNECTION AGREEMENT

7. INDEMNITY AND LIABILITY:

- 7.1 Each Party agrees to 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 will apply notwithstanding the active or passive negligence of the indemnitee, but it will not apply to loss, liability, damage, claim, cost, charge, demand, or expense resulting from a Party's sole negligence or willful misconduct.
- 7.2 The indemnitor must defend any suit asserting a claim covered by this indemnity and must pay all costs, including reasonable attorney fees, that may be incurred by the other Party in enforcing this indemnity, upon that other Party's request.
- 7.3 The provisions of this Section 7 cannot 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 will be liable to the other Party for consequential damages incurred by that Party.
- 7.5 Nothing in this Agreement creates any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.
- 7.6 Notwithstanding the provisions of Section 7.1, Customer will 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 will not be liable for any such damage so caused.

8. GOVERNING LAW:

This Agreement must 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 will 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 related agreement.

MULTIFAMILY AFFORDABLE SOLAR HOUSING
VIRTUAL NET METERING AND GENERATING FACILITY
INTERCONNECTION AGREEMENT

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 will 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 will not be construed as a waiver of any such provisions or the relinquishment of any such right for the future, but the same will continue and remain in full force and effect.
- 10.3 This Agreement supersedes any existing agreement under which the Customer is currently operating the Generating Facility identified in Section 2 of this Agreement, and any such existing agreement will 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 its subject matter. 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 Neither Party has the right to voluntarily assign this Agreement or any of its rights or duties to another entity without the written consent of the other Party, which consent must not be unreasonably withheld. Any such assignment or delegation made without such written consent will be null and void.

11. NOTICES:

- 11.1 Any notice required under this Agreement must 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 must be directed to the respective Parties as follows:

SOUTHERN CALIFORNIA EDISON COMPANY:
Attn: NEM Program Administrator
SCE Customer Solar & Self Generation
P.O. Box 800
Rosemead, CA 91770

(T)
|
|
(T)

CUSTOMER:
Account Name: _____
Mailing Address _____
Mailing City: _____ Mailing State: _____
Mailing Zip Code: _____

(N)
|
|
(N)

- 11.2 Customer's notices to SCE pursuant to this Section 11 must refer to the Generating Facility Identification Number that is provided in Section 2.1 of this Agreement.

MULTIFAMILY AFFORDABLE SOLAR HOUSING
VIRTUAL NET METERING AND GENERATING FACILITY
INTERCONNECTION AGREEMENT

12. TERM AND TERMINATION OF AGREEMENT:

- 12.1 This Agreement will become effective when duly signed by both Customer and SCE, and will remain in effect 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 will 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 Generator as set forth in Schedule MASH-VNM; or (c) termination of Customer's Virtual Net Metering arrangements with SCE and/or its Electric Service Provider or Community Choice Aggregator. (T)

13. TRANSITION PROVISIONS:

Customers receiving service on the current NEM tariffs prior to the date that SCE reaches 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.

14. SIGNATURES:

This Agreement may be executed in counterparts, and by Electronic Signature on the part of SCE and/or the Customer, 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. (T)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as provided in Section 12.1 above. (C)

CUSTOMER

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



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

Revised Cal. PUC Sheet No. 55532-E
Cancelling Revised Cal. PUC Sheet No. 53620-E

Sheet 1

FUEL CELL ELECTRICAL GENERATING FACILITY
NET ENERGY METERING
AND INTERCONNECTION AGREEMENT

Form 14-755

(To be inserted by utility)

Advice 3108-E

Decision _____

1H10

Issued by

Megan Scott-Kakures

Vice President

(To be inserted by Cal. PUC)

Date Filed Sep 30, 2014

Effective Oct 30, 2014

Resolution _____

**FUEL CELL ELECTRICAL GENERATING FACILITY
NET ENERGY METERING
AND INTERCONNECTION AGREEMENT**

This Fuel Cell Electrical Generating Facility Net Energy Metering and Interconnection Agreement (“Agreement”) is entered into by _____ (*Producer’s Name*), a _____ (*form of entity & state of registration*) (“Producer”), and Southern California Edison Company (“SCE”), a California corporation. For the purposes of this Agreement, Producer must be the same entity as the Customer taking electric service from SCE at the Host Facility’s Location identified in Section 2.2. Producer 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 attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer, as an Eligible Fuel Cell customer-generator to interconnect and operate an Eligible Fuel Cell electrical generating facility (“Generating Facility”), as both terms are defined in Section 2827.10 of the California Public Utilities Code, in parallel with SCE’s Distribution System to serve the electrical loads at the location identified in Section 2.2. Further, if the amount of energy produced by the Generating Facility exceeds the amount of energy consumed by the electrical loads directly connected to the Generating Facility, Producer may deliver surplus energy to SCE’s Distribution System in conformance with the Net Energy Metering provisions of SCE’s Schedule FC-NEM, Fuel Cell Net Energy Metering, and accrue credits to be used pursuant to the terms and conditions of Schedule FC-NEM. This Agreement does not constitute an agreement by SCE to provide retail electrical service to Producer. Such arrangements must be made separately between SCE and Producer.

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 general arrangement of how Producer’s Generating Facility and loads are interconnected with SCE’s Distribution System, is attached as Appendix A and is, by this reference, incorporated into and made a part of this Agreement.

2.2 Name and address used by SCE to locate the Electric Service Account(s) used to interconnect the Generating Facility with SCE’s Distribution System:

- 2.3 The Gross Nameplate Rating of the Generating Facility is _____ kW.
- 2.4 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.5 The annual energy production of the Generating Facility is expected to be _____ kWh.
- 2.6 The annual amount of surplus energy to be delivered to SCE’s Distribution System is expected to be _____ kWh.
- 2.7 The maximum (instantaneous) level of power that may be delivered to SCE’s Distribution System is _____ kW.

Account No.	ID No.
-------------	--------

FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT
SOUTHERN CALIFORNIA EDISON
PRODUCER NAME
(GFID)

- 2.8 The expected date of Initial Operation must be within one year of the date of this Agreement, and the Generating Facility must commence operation no later than January 1, 2017.
- 2.9 Producer hereby declares that it meets the requirements for an Eligible Fuel Cell customer-generator and that the Generating Facility meets the requirements for a Fuel Cell Electrical Generating Facility, as both terms are defined in Section 2827.10 of the California Public Utilities Code. (T)

3. DOCUMENTS INCLUDED

This Agreement includes the following attachments, all of which are specifically incorporated into and made a part of this Agreement by this reference.

- Appendix A - Description of Generating Facility and Single-Line Diagram
- Appendix B - Interconnection Facility Financing and Ownership Agreement
- Appendix C - Schedule FC-NEM, Fuel Cell Net Energy Metering
- Appendix D - Producer's warranty that it meets the requirements for an Eligible Fuel Cell customer-generator and that the Generating Facility meets the requirements for an Eligible Fuel Cell electrical generating facility, both as defined in Section 2827.10 of the California Public Utilities Code. (T) | (T)
- Appendix E - List of eligible TOU-metered service accounts to be aggregated, pursuant to the provisions of Schedule FC-NEM, Special Condition 4

4. TERM AND TERMINATION

- 4.1 This Agreement will become effective when SCE issues written authorization to interconnect the Generating Facility after receipt of all required documents, including this completed Agreement signed by the Producer and SCE. The Agreement will 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. 61 days after Producer or SCE provides written Notice pursuant to Section 9 of this Agreement to the other Party of Producer or SCE's intent to terminate this Agreement; or
 - (d) The operating life of the Eligible Fuel Cell Electrical Generating Facility has

FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT
SOUTHERN CALIFORNIA EDISON
PRODUCER NAME
(GFID)

been exceeded.

4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. SCE may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any 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, any of which materially alters or otherwise affects SCE's ability or obligation to perform SCE's duties under this Agreement; or (T)
- (b) Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in SCE's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or (T)
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.8 of this Agreement as the Generating Facility's expected date of Initial Operation; or
- (d) Producer abandons the Generating Facility. SCE will deem the Generating Facility to be abandoned if SCE determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to SCE's Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

4.3 Notwithstanding any other provisions of this Agreement, SCE reserves the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4 Any agreements attached to and incorporated into this Agreement will terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY OPERATION

5.1 Producer must operate 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. (T)

5.2 The electric power produced by Producer's Generating Facility must first be used to serve electrical loads connected to the electric service account that SCE uses to interconnect Producer's Generating Facility. Whenever the amount of electrical power produced by the Generating Facility exceeds Producer's directly connected loads, SCE will receive and utilize all excess production, and the Producer will accrue a credit, as determined by SCE under the terms and conditions of Schedule FC-NEM, for such surplus power delivered to SCE's Distribution System.

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SOUTHERN CALIFORNIA EDISON
PRODUCER NAME
(GFID)

- 5.3 Unless the Parties have agreed otherwise in writing, energy delivered to and/or received from SCE under this Agreement will be measured using electrical meter(s) and equipment owned, operated, and maintained by SCE. Such meter(s) must be located or compensated so as to appear to be located at SCE's Distribution System side of any transformers installed at the Point of Common Coupling.
- 5.4 The rate of delivery of electric power to SCE's Distribution System must never exceed the kilowatt level specified in Section 2.7. If Producer's Generating Facility fails to comply with this limitation, 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 to control its deliveries of power to SCE. Further, if SCE determines 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 specified capacity limit, SCE may require Producer to temporarily or permanently reduce or cease deliveries of electric power to SCE's Distribution System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect of electric power flowing from the Generating Facility to SCE's Distribution System. Producer's failure to comply with the terms of this section will constitute a material breach of this Agreement and SCE may terminate under Section 4.2 of this Agreement.
- 5.5 Producer cannot deliver reactive power to SCE's Distribution System unless the Parties have agreed otherwise in writing.
- 5.6 The Generating Facility must be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with SCE's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.

6. INTERCONNECTION FACILITIES

- 6.1 Producer and/or SCE, as appropriate, must provide Interconnection Facilities that adequately protect SCE's Distribution System, personnel, and other persons from damage or injury that may be caused by the operation of Producer's Generating Facility. (T)
- 6.2 Producer will be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3 If the provisions of SCE's Electric Rule 21, or any other tariff approved by the Commission, require SCE to own and operate a portion of the Interconnection Facilities, Producer and SCE will promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. Any such agreement must be attached to and be made a part of this Agreement as Appendix B. (T)

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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, is limited to the amount of direct damage actually incurred. Neither Party will 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 must maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less; or
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from SCE.

Such general liability insurance must 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 must, 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 will not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to SCE prior to cancellation, termination, alteration, or material change of such insurance.

8.3 If Producer's Generating Facility is connected to an account receiving residential service from SCE and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to SCE in accordance with Section 9.1, the requirements of Section 8.2(a) will be waived.

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- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by SCE. (T)
- 8.5 Producer agrees to furnish the required certificates and endorsements to SCE before Initial Operation. SCE retains the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer will provide to SCE, at least thirty (30) calendar days prior to the date of Initial 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.
- 8.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance must be issued and submitted to the following:

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

(T)
|
|
(T)

9. NOTICES

- 9.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") will 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
Attn: NEM Program Administrator
SCE Customer Solar & Self Generation
P.O. Box 800
Rosemead, CA 91770

(T)
|
|
(T)

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

- 9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.

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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 retains the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its Interconnection with SCE's Distribution System.

10.2 Producer authorizes SCE to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission information regarding the Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the Generating Facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations. (T)

11. ASSIGNMENT

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

12. NON-WAIVER

None of the provisions of this Agreement will 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 will not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same will 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 must 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 will, at all times, be subject to 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 will at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric

FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT
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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 retains the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.

13.5 When initially capitalized, whether in the singular or in the plural, the terms used in this Agreement will 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 Electric Rule 21 will prevail. (T)
(T)

14. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. SCE has the right to determine in its sole discretion whether prior Commission approval is required for such amendments or modifications. (T)

15. ENTIRE AGREEMENT

This Agreement, including any incorporated tariffs and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement, or in the incorporated tariffs and rules. (T)

16. SIGNATURES

This Agreement may be executed in counterparts, and by Electronic Signature on the part of SCE and/or 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. (T)
(T)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the effective date provided in Section 4.1 above. (T)
(T)

FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT
SOUTHERN CALIFORNIA EDISON
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PRODUCER'S NAME

**SOUTHERN CALIFORNIA
EDISON COMPANY**

By: _____

By: _____ (D)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(D)

**FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT
SOUTHERN CALIFORNIA EDISON
PRODUCER NAME
(GFID)**

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

(Provided by Producer)

**FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT
SOUTHERN CALIFORNIA EDISON
PRODUCER NAME
(GFID)**

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

**FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT
SOUTHERN CALIFORNIA EDISON
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(GFID)**

APPENDIX C

**SCHEDULE FC-NEM
FUEL CELL NET ENERGY METERING**

APPENDIX D

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”). (T)

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. (T)

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.

**FUEL CELL GENERATING FACILITY INTERCONNECTION AGREEMENT
SOUTHERN CALIFORNIA EDISON
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(GFID)**

**APPENDIX E
(If Applicable)**

**LIST OF ELIGIBLE LOAD AGGREGATION SERVICE ACCOUNTS
TO BE INCLUDED IN NET ENERGY METERING CALCULATIONS
PURSUANT TO SCHEDULE FC-NEM, SPECIAL CONDITION 4**



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

Revised Cal. PUC Sheet No. 55533-E
Cancelling Revised Cal. PUC Sheet No. 54515-E

Sheet 1

GENERATING FACILITY INTERCONNECTION AGREEMENT
Multiple Tariffs
Form 14-773

(Continued)

(To be inserted by utility)
Advice 3108-E
Decision _____

Issued by
Megan Scott-Kakures
Vice President

(To be inserted by Cal. PUC)
Date Filed Sep 30, 2014
Effective Oct 30, 2014
Resolution _____

This Generating Facility Interconnection Agreement (Multiple Tariff) ("Agreement") is entered into by and between *(Enter customer name)* _____

_____, a _____ *(Please verify business type and indicate state of incorporation, if applicable)* ("Producer"), and Southern California Edison Company ("SCE"), a California corporation. Producer 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: solar, wind turbine, biomass, solar thermal, geothermal, fuel cells using renewable fuels, small hydroelectric generation, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal or tidal current, digester gas, biogas digester or fuel cell. (T)
- 1.2 This Agreement provides for Producer to operate the Eligible Generator(s) pursuant to the provisions of Section 2827 of the California Public Utilities Code 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. (T)
- 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. (T)

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).
- 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_____

3-	-	-	GFID
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GENERATING FACILITY INTERCONNECTION AGREEMENT
Multiple Tariffs

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 (T)

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
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 (T)

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

GENERATING FACILITY INTERCONNECTION AGREEMENT
Multiple Tariffs

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(ies): _____ kW

(T)

2.8 The Generating Facility's expected date of Parallel Operation is _____. The expected date of Parallel Operation shall be within two years of the date of this Agreement.

2.9 For the purpose of securing certain tariff charge exemptions available under the California Public Utilities Code, Producer hereby represents that each of the following of its Generator(s) meet the requirements for "Distributed Energy Resource Generation" as such term is used in Section 353.1 of the Public Utilities Code.
(Please elect option)

Renewable Electrical Generating Facility

Solar - YES / NO
Wind Turbine - YES / NO
Biomass - YES / NO
Solar Thermal - YES / NO
Geothermal - YES / NO
Fuel Cells Using Renewable Fuels - YES / NO
Small Hydroelectric Generators - YES / NO
Municipal Solid Waste Conversion - YES / NO
Landfill Gas - YES / NO
Ocean Wave - YES / NO
Ocean Thermal or Tidal Current - YES / NO
Digester Gas - YES / NO

Non Renewable Electrical Generating Facility

Biogas Digester - YES / NO
Fuel Cell - YES / NO

GENERATING FACILITY INTERCONNECTION AGREEMENT

Multiple Tariffs

2.10 For the purpose of securing the CTC exemption.

2.11 What applicable rate schedule, known as the “otherwise applicable tariff,” will be selected for the NEM account(s): (T)

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). (T)

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

Appendix D - (When Applicable) Producer’s warranty that the Generating Facility meets the requirements for “Distributed Energy Resources Generation” as defined in Section 353.1 of the California Public Utilities Code.

Appendix E - (When Applicable) Listing of eligible service accounts, as defined in SCE’s Schedule BG-NEM Special Condition 2, to be included in NEM calculations. (T)

Appendix F - (When Applicable) Producer’s warranty that it meets the requirements for an “Eligible Biogas Digester customer-generator” and that the Generating Facility meets the requirements for an “Eligible Biogas Digester Electrical Generating Facility,” both as defined in Section 2827.9 of the California Public Utilities Code.

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 Electric Rule 21 shall prevail. (T)
(T)

GENERATING FACILITY INTERCONNECTION AGREEMENT

Multiple Tariffs

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 17 of (T) this Agreement. 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 2.7 of this Agreement; or
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 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.

GENERATING FACILITY INTERCONNECTION AGREEMENT

Multiple Tariffs

5. GENERATING FACILITY 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. (T)
- 5.2 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.
- 5.3 Except for that energy delivered to SCE through net energy metering, 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 Public Utilities Code.
- 5.4 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.
- 5.5 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 Public Utilities Code 2827 Section, or by Electric Rule 21. Such approval will be provided after SCE's receipt of: (1) a completed Generating Facility Interconnection Application (Form 14-732) including all supporting documents and payments as described in the Application; (2) any required NEM supplemental application forms; (3) a signed and completed Agreement; (4) a copy of Producer's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility; and (5) submission of all applicable payments for reviews, studies, Interconnection Facilities, and Distribution System modifications. 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 at least five (5) days prior to initial testing. (T)
- 5.6 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). (T)

GENERATING FACILITY INTERCONNECTION AGREEMENT

Multiple Tariffs

- 5.7 Producer shall not deliver reactive power to SCE's Distribution System unless the Parties have agreed otherwise in writing.
- 5.8 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.
- 5.9 If Producer declares that its Generating Facility meets the requirements for "Cogeneration" as such term is used in Section 216.6 of the Public Utilities Code (or successor definition of "Cogeneration") ("Cogeneration Requirement"), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix D of this Agreement.
6. INTERCONNECTION FACILITIES
- 6.1 Producer and/or SCE, as appropriate, shall provide Interconnection Facilities that adequately protect SCE's Distribution System, personnel, and other persons from damage or injury which may be caused by the operation of Producer's Generating Facility.
- 6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3 If the provisions of SCE's Electric Rule 21, or any other tariff approved by the Commission, require SCE to own and operate a portion of the Interconnection Facilities, Producer and SCE shall promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This agreement shall be attached to and made a part of this Agreement as Appendix B. (T)
- 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 tariffs for NEM. (T)
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:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW;

GENERATING FACILITY INTERCONNECTION AGREEMENT

Multiple Tariffs

- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than ten (10) kW and less than or equal to twenty (20) kW; and two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from SCE.

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 If Producer's Generating Facility employs only solar or wind generators under 1 MW and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to SCE in accordance with Section 9.1, the requirements of Section 8.2 shall be waived. However, to the extent that Producer has currently in force Commercial General Liability or Personal (Homeowner's) Liability insurance, Producer agrees that it will maintain such insurance in force for the duration of this Agreement in no less than amounts currently in effect. SCE shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operations. Such insurance shall provide for thirty (30) calendar days written notice to SCE prior to cancellation, termination, alteration, or material change of such insurance.
- 8.4 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.
- 8.5 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.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
 - (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
- 8.7 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
Attn: NEM Program Administrator
SCE Customer Solar & Self Generation
P.O. Box 800
Rosemead, CA 91770

(T)
|
(T)

GENERATING FACILITY INTERCONNECTION AGREEMENT
Multiple Tariffs

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
Attn: NEM Program Administrator
SCE Customer Solar & Self Generation
P.O. Box 800
Rosemead, CA 91770

(T)
|
|
(T)

If to Producer: Name:

Attention:

Address:

City:

Phone: () _____

FAX: () _____

Please complete

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 from time to time pursuant to the CEC's or Commission's rules and regulations.

GENERATING FACILITY INTERCONNECTION AGREEMENT

Multiple Tariffs

11. ASSIGNMENT

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 FOR ELIGIBLE GENERATORS

Producers receiving service on the current NEM tariffs pursuant to PUC Section 2827 prior to the date that SCE reaches 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.

GENERATING FACILITY INTERCONNECTION AGREEMENT
Multiple Tariffs

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 Customer, 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.

(T)
(T)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as provided in Section 4.1 above.

(T)
|
(T)

[Please note the individual signing this Agreement must be duly authorized to bind the Producer to its terms. Accordingly, unless the individual is an "owner of a proprietorship", "officer of a corporation," "director or general manager of an agency," or an equivalent official, please also provide documentation showing the signature authority of the individual who does sign on behalf of the "Producer"].

CUSTOMER NAME

**SOUTHERN CALIFORNIA
EDISON COMPANY**

By:

By:

Name:

Name:

(T)

Title:

Title:

(T)

(T)

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 be limited to, for each of (T)
the technology types of generation: spatial configuration, net and gross nameplate ratings, (T)
manufacturer, if the generators are certified under Electric Rule 21, protection equipment, and (T)
intended mode of operation (i.e., non-export; inadvertent export; and continuous export, where (T)
applicable). Additionally, points of interconnection with SCE, as well as locations and type of (T)
protection equipment and disconnect switches should be identified.)

GENERATING FACILITY INTERCONNECTION AGREEMENT
Multiple Tariffs

APPENDIX B

Electric Rules “2” and “21”

(T)

(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.

(T)

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.

(T)

|

(T)

APPENDIX C
(If Applicable)

INTERCONNECTION FACILITIES FINANCING AND OWNERSHIP AGREEMENT
(Provided by SCE)

APPENDIX D

(When Applicable)

PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "DISTRIBUTED ENERGY RESOURCES GENERATION" FACILITY PURSUANT TO SECTION 353.1 OF THE CALIFORNIA PUBLIC UTILITIES CODE

For the purpose of securing the tariff charge exemption available under Section 353.3 of the California Public Utilities Code, Producer hereby declares that the Generating Facility meets the requirements for "Distributed Energy Resources Generation" as such term is used in Section 353.1 of the California Public Utilities Code ("DERG 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 DERG Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the DERG 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 DERG Requirements, SCE may require Producer to provide evidence that the Generating Facility continues to meet the DERG 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 DERG 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 DERG Requirements, then the Distributed Energy Resources Generation 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 Distributed Energy Resources Generation facility (the "DERG Status Change").

SCE shall revise its records and the administration of this Agreement to reflect the DERG Status Change and provide Notice to Producer of the DERG Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the DERG 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 DERG Requirements. SCE shall invoice the Producer's Electric Service Account through which the Generating Facility is Interconnected with SCE's Distribution System for any tariff charges that were not previously billed during the period between the effective date of the DERG Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the DERG Requirements and therefore was eligible for the exemption from tariff charges available under Section 353.3 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.

APPENDIX E
(If Applicable)

**LIST OF ELIGIBLE ACCOUNTS
TO BE INCLUDED IN NET ENERGY METERING CALCULATIONS
PURSUANT TO SCHEDULE BG-NEM SPECIAL CONDITION 2**

(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 Special Condition 2, "Load Aggregation," of Schedule BG-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

APPENDIX F
(When Applicable)

**PRODUCER'S WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE
BIOGAS DIGESTER CUSTOMER-GENERATOR AND THE GENERATING FACILITY IS
AN ELIGIBLE BIOGAS DIGESTER ELECTRICAL GENERATING FACILITY
PURSUANT TO SECTION 2827.9 OF THE CALIFORNIA PUBLIC UTILITIES CODE**

Producer has declared that it meets the requirements for an "Eligible Biogas Digester customer-generator" and the Generating Facility meets the requirements of an "Eligible Biogas Digester Electrical Generating Facility", both as defined in section 2827.9 of the California Public Utilities Code. ("Eligibility Requirements").

Producer warrants that, beginning on the date of Parallel 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 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 Biogas Digester customer-generator and/or the Generating Facility meets the requirements for a Eligible Biogas Digester 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 Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the applicable Net Energy Metering provisions of SCE's Schedule BG-NEM, Experimental Biogas 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.



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

Revised Cal. PUC Sheet No. 55534-E
Cancelling Revised Cal. PUC Sheet No. 54516-E

Sheet 1

VIRTUAL NET ENERGY METERING
FOR MULTI-TENANT AND MULTI-METER PROPERTIES
INTERCONNECTION AGREEMENT

Form 14-909

(To be inserted by utility)

Advice 3108-E

Decision _____

109

Issued by

Megan Scott-Kakures

Vice President

(To be inserted by Cal. PUC)

Date Filed Sep 30, 2014

Effective Oct 30, 2014

Resolution _____

VIRTUAL NET ENERGY METERING
FOR MULTI-TENANT AND MULTI-METER PROPERTIES
INTERCONNECTION AGREEMENT

This Virtual Net Energy Metering for Multi-Tenant and Multi-Meter Properties (NEM-V) Interconnection Agreement (“Agreement”) is entered into by and between _____ (“Customer”), and Southern California Edison Company (“SCE”), sometimes also referred to jointly as “Parties” or individually as “Party.”

1. APPLICABILITY

This Agreement is applicable only to customers who satisfy all requirements of SCE’s Schedule NEM-V for multi-tenant and multi-meter virtual net energy metering. (T)

2. SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT

- 2.1 Generating Facility Identification Number: _____
- 2.2 Customer Meter Number: _____
- 2.3 Customer Service Account Number: _____
- 2.4 Applicable Rate Schedule: _____
- 2.5 Generating Facility Location: _____

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.

2.5.2 This Agreement is applicable only to Renewable Electrical Generating Facilities, which includes biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells (using renewable fuel), small hydroelectric generation, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements using such technology. Customers will be required to sign an Affidavit certifying that the facility generates electricity from a renewable source listed in paragraph (1) of subdivision (a) of Section 25741 of the California Public Resources Code. (T)

2.5.3 Renewable Electrical Generating Facilities using fuel cells, municipal solid waste conversion, and small hydroelectric generating will be required to sign an Affidavit (Form 14-912) certifying the following criteria have been met:

a) For purposes of this Agreement, qualifying “solid waste conversion” is defined pursuant to Public Resources Code Section 25741(b)(3). (T)

b) For purposes of qualifying under “fuel cell” using renewable fuels, the Generating Facility must use technology the California Public Utilities Commission (“Commission”) determines will achieve reductions in emissions of greenhouse gases and meet emissions requirements for eligibility for funding pursuant to the Self-Generation Incentive Programs. (T)

c) A “small hydroelectric” generating facility is not an eligible Generating Facility if it will cause an adverse impact on instream beneficial uses or cause a change in the volume or timing of streamflow. (T)

VIRTUAL NET ENERGY METERING
FOR MULTI-TENANT AND MULTI-METER PROPERTIES
INTERCONNECTION AGREEMENT

- 2.6 Generating Facility Technology (Technologies using the renewable resources reflected above): _____
- 2.7 Generating Facility Nameplate Rating (kW): _____
- 2.8 Estimated monthly energy production of Generating Facility (kWh): _____

3. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS:

- 3.1 Customer will be responsible for the design, installation, operation, and maintenance of the Generating Facility and will obtain and maintain any required governmental authorizations and/or permits.
- 3.2 The Generating Facility must 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 Commission regarding safety and reliability. This requirement includes, but is not limited to the provisions of IEEE Standard 929, UL Standard 1741 and SCE's Electric Rule 21. (T)
- 3.3 Customer cannot commence parallel operation of the Generating Facility until SCE provides written approval to Customer, which will be within ten (10) working days from the date that SCE receives a copy of the final inspection or approval of the Generating Facility by the governmental authority having jurisdiction to inspect and approve the installation. SCE cannot unreasonably withhold such approval.
- 3.4 SCE has the right to have a representative present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. Customer must notify SCE in accordance with the terms of Section 11 of this Agreement at least five (5) days before the inspection. (T)
- 3.5 Customer cannot 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 SCE's prior written consent. (T)

4. METERING AND BILLING:

Metering requirements and billing procedures will be as provided in the SCE 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, in its sole judgment, require Customer to interrupt or reduce the output of its Generating Facility under the following circumstances: (T)
- (a) Whenever SCE deems it necessary 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 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, SCE reserves the right to require the immediate disconnect of the Generating Facility from SCE's electric system 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 may affect the integrity of

VIRTUAL NET ENERGY METERING
FOR MULTI-TENANT AND MULTI-METER PROPERTIES
INTERCONNECTION AGREEMENT

SCE's electric system or the quality of electric service provided to other customers. The Generating Facility must remain disconnected until SCE determines, in its sole judgment, that the condition(s) causing the disconnection have ended or have been corrected.

- 5.3 Whenever feasible, SCE will attempt to 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 will 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: (T)

- (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 sole opinion, 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 absence or 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 agrees to 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 will apply notwithstanding the active or passive negligence of the indemnitee, but it will not apply to loss, liability, damage, claim, cost, charge, demand, or expense resulting from a Party's sole negligence or willful misconduct.
- 7.2 The indemnitor must defend any suit asserting a claim covered by this indemnity and must pay all costs, including reasonable attorney fees, that may be incurred by the other Party in enforcing this indemnity, upon that other Party's request.
- 7.3 The provisions of this Section 7 cannot 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 will be liable to the other Party for consequential damages incurred by that Party.
- 7.5 Nothing in this Agreement creates any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.

VIRTUAL NET ENERGY METERING
FOR MULTI-TENANT AND MULTI-METER PROPERTIES
INTERCONNECTION AGREEMENT

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

8. GOVERNING LAW:

This Agreement must 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 will 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 related agreement.

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 will 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 will not be construed as a waiver of any such provisions or the relinquishment of any such right for the future, but the same will continue and remain in full force and effect.

10.3 This Agreement supersedes any existing agreement under which the Customer is currently operating the Generating Facility identified in Section 2 of this Agreement, and any such existing agreement will 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 its subject matter. 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-V 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-V. 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. (T)

A new Customer of Record or NPI, who owns, rents or leases a premises that includes NEM-V 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 (T)

VIRTUAL NET ENERGY METERING
FOR MULTI-TENANT AND MULTI-METER PROPERTIES
INTERCONNECTION AGREEMENT

taking electric service with SCE will take service on Schedule NEM-V 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 NPI 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 NPI or new Customer's name and Generating Facility location, capacity and operational characteristics. SCE will provide the NPI or new Customer with 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-V Fact Sheet on operation and billing, and (iii) SCE's website information on the NEM-V tariff. (T)

10.6 A new Customer or NPI who owns, rents or leases a premises that includes a NEM-V 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. (T)

11. NOTICES:

11.1 Any notice required under this Agreement must 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 must be directed to the respective Parties as follows:

SOUTHERN CALIFORNIA EDISON COMPANY:
Attn: NEM Program Administrator
SCE Customer Solar & Self Generation
P.O. Box 800
Rosemead, CA 91770

CUSTOMER:
Account Name: _____
Mailing Address _____
Mailing City: _____ Mailing State: _____
Mailing Zip Code: _____

11.2 Customer's notices to SCE pursuant to this Section 11 must refer to the Generating Facility Identification Number that is provided in Section 2.1 of this Agreement.

12. TERM AND TERMINATION OF AGREEMENT:

12.1 This Agreement will become effective when duly signed by both Customer and SCE, and will remain in effect 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 will terminate, without notice, upon: (a) termination of the electric distribution

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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 Generator as set forth in Schedule NEM-V; or (c) termination of Customer's Virtual Net Energy Metering arrangements with SCE. (T)

13. TRANSITION PROVISIONS:

Customers receiving service on the current NEM tariffs prior to the date that SCE reaches 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.

14. SIGNATURES:

This Agreement may be executed in counterparts, and by Electronic Signature on the part of SCE and/or the Customer, 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. (T)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as provided in Section 12.1 above. (C)
(T)

CUSTOMER

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



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

Revised Cal. PUC Sheet No. 55535-E
Cancelling Revised Cal. PUC Sheet No. 54517-E

Sheet 1

Southern California Edison Company
Net Energy Metering Solar and Wind Generating Facility 10 Kilowatt or Less
Interconnection Agreement

Form 14-923

(To be inserted by utility)

Advice 3108-E

Decision _____

109

Issued by

Megan Scott-Kakures

Vice President

(To be inserted by Cal. PUC)

Date Filed Sep 30, 2014

Effective Oct 30, 2014

Resolution _____

SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY 10 KILOWATT OR LESS
INTERCONNECTION AGREEMENT

This Net Energy Metering (NEM) Solar and Wind Generating Facility 10 Kilowatt or Less Interconnection Agreement ("Agreement") is entered into by and between _____ ("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 operating a solar or wind Generating Facility sized 10 kilowatts (kW) or less who satisfy all requirements of the definition of a Renewable Electrical Generating Facility ("Generating Facility") as set forth in paragraph 1 of subdivision (a) of Section 25741 of the California Public Resources Code. (T)

2. SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT

- 2.1 Generating Facility Identification Number: NM
- 2.2 Customer Meter Number: _____
- 2.3 Customer Service Account Number: _____
- 2.4 Applicable Rate Schedule: _____
- 2.5 Generating Facility Location: _____

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.

2.5.2 This agreement is applicable only to solar and/or wind Generating Facilities, or a hybrid system of both with an aggregate capacity of 10 kW or less that is located on Customer's premises as defined in SCE's Electric Rule 1 Definitions and operates in parallel with SCE's Distribution System (T)

- 2.6 Generating Facility Nameplate Rating (kW): _____
- 2.7 Estimated monthly energy production of Generating Facility (kWh): _____

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 Electric Rule 21 – Generating Facility Interconnections. (T)

SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY 10 KILOWATT OR LESS
INTERCONNECTION AGREEMENT

- 3.3 Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by SCE. SCE shall normally provide such written approval no later than 30 business days following SCE's receipt of 1) a completed Net Energy Metering Application including all supporting documents and required payments, 2) a completed signed Net Energy Metering Interconnection Agreement, and 3) evidence of the Application's final electric inspection clearance from the Governmental Authority having jurisdiction over the Generating Facility. If the 30-day period cannot be met, SCE shall notify Applicant and the Commission of the reason for the inability to process the interconnection request and the expected completion date. (T)
- 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. (T)
- 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. (T)

4. METERING AND BILLING:

Metering requirements and billing procedures shall be set forth in the SCE and/or Energy Service Provider's 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. (T)
- 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.

SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY 10 KILOWATT OR LESS
INTERCONNECTION AGREEMENT

- (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 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

SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY 10 KILOWATT OR LESS
INTERCONNECTION AGREEMENT

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 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 NPI 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 NPI or new Customer's name and Generating Facility location, capacity and operational characteristics. SCE will provide the NPI or new Customer with 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 on operation and billing, and (iii) SCE's website information on the NEM tariff. (T)
(T)
(T)
(T)

- 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.

SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY 10 KILOWATT OR LESS
INTERCONNECTION AGREEMENT

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:

SOUTHERN CALIFORNIA EDISON COMPANY:

Attn: NEM Program Administrator
SCE Customer Solar & Self Generation
P.O. Box 800
Rosemead, CA 91770

CUSTOMER:

Account Name: _____
Mailing Address _____
Mailing City: _____ Mailing State: _____
Mailing Zip Code: _____

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 SCE issues written authorization to interconnect the Generating Facility after receipt of all required documents, and this completed Agreement, 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 (c) termination of Customer's NEM arrangements with its Electric Service Provider.

13. TRANSITION PROVISIONS:

Customers receiving service on the current NEM tariffs prior to the date that SCE reaches 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.

SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING SOLAR AND WIND GENERATING FACILITY 10 KILOWATT OR LESS
INTERCONNECTION AGREEMENT

14. SIGNATURE:

A copy of this Agreement, including the signed signature page, may be transmitted to SCE by facsimile or other electronic means, and may be executed by Electronic Signature. A copy of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though it were an original and it 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. (T)

Customer hereby causes this Agreement to be executed by its duly authorized representative on the date set forth below and agrees that it will become effective as provided in Section 12.1 above. (T)

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____



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

Revised Cal. PUC Sheet No. 55536-E
Cancelling Revised Cal. PUC Sheet No. 54518-E

Sheet 1

SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING AND RENEWABLE ELECTRICAL GENERATING FACILITY (T)
INTERCONNECTION AGREEMENT

Form 16-344

(To be inserted by utility)

Advice 3108-E

Decision _____

109

Issued by

Megan Scott-Kakures

Vice President

(To be inserted by Cal. PUC)

Date Filed Sep 30, 2014

Effective Oct 30, 2014

Resolution _____

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

This Net Energy Metering (NEM) and Renewable Electrical Generating Facility Interconnection Agreement (“Agreement”) is entered into by and between _____ (“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 a Renewable Electrical Generating Facility (“Generating Facility”) as set forth in paragraph 1 of subdivision (a) of Section 25741 of the California Public Resources Code.

2. SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT

- 2.1 Generating Facility Identification Number: NM
- 2.2 Customer Meter Number: _____
- 2.3 Customer Service Account Number: _____
- 2.4 Applicable Rate Schedule: _____
- 2.5 Generating Facility Location: _____

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.

2.5.2 This Agreement is applicable only to Renewable Electrical Generating Facilities, which includes biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells (using renewable fuel), small hydroelectric generation, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements using such technology.

2.5.3 Renewable Electrical Generating Facilities using fuel cells, municipal solid waste conversion, and small hydroelectric generating will be required to sign an Affidavit (Form 14-912) certifying the following criteria have been met:

- a) For purposes of this Agreement, qualifying “solid waste conversion” is defined pursuant to Public Resources Code Section 25741(b)(3). (T)
- b) For purposes of qualifying under “fuel cell” using renewable fuels, the Generating Facility must use technology the California Public Utilities Commission (“Commission”) determines will achieve reductions in emissions of greenhouse gases and meet emissions requirements for eligibility for funding pursuant to the Self-Generation Incentive Programs. (T)
- c) A “small hydroelectric” generating facility is not an eligible Generating Facility if it will cause an adverse impact on instream beneficial uses or cause a change in the volume or timing of streamflow. (T)

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

2.6 Generating Facility Technology (Technologies using the renewable resources reflected above): _____

2.7 Generating Facility Nameplate Rating (kW): _____

2.8 Estimated monthly energy production of Generating Facility (kWh): _____

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 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 Electric Rule 21 – Generating Facility Interconnections. (T)

3.3 Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by SCE. SCE shall normally provide such written approval no later than 30 business days following SCE's receipt of 1) a completed Net Energy Metering Application including all supporting documents and required payments, 2) a completed signed Net Energy Metering Interconnection Agreement, and 3) evidence of the Applicant's final electric inspection clearance from the Government Authority having jurisdiction over the Generating Facility. If the 30-day period cannot be met, SCE shall notify Applicant and the Commission of the reason for the inability to process the interconnection request and the expected completion date. (T)

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.

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

4. METERING AND BILLING:

Metering requirements and billing procedures shall be set forth in the SCE and/or Energy Service Provider's 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. (T)

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. (T)

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

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 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.

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

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 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 NPI 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 NPI or new Customer's name and Generating Facility location, capacity and operational characteristics. SCE will provide the NPI or new Customer with 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 on operation and billing, and (iii) SCE's website information on the NEM tariff. (T)

- 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. (T)

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

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:

SOUTHERN CALIFORNIA EDISON COMPANY:

Attn: NEM Program Administrator
SCE Customer Solar & Self Generation
P.O. Box 800
Rosemead, CA 91770

CUSTOMER:

Account Name: _____

Mailing Address _____

Mailing City: _____ Mailing State: _____

Mailing Zip Code: _____

- 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 SCE issues written authorization to interconnect the Generating Facility after receipt of all required documents, and this completed Agreement signed by the 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 (c) termination of Customer's NEM arrangements with its Electric Service Provider.

13. TRANSITION PROVISIONS:

Customers receiving service on the current NEM tariffs prior to the date that SCE reaches 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.

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

14. SIGNATURES:

This Agreement may be executed in counterparts, and by Electronic Signature on the part of SCE (T)
and/or the Customer, and copies of a Party's signed signature page may be transmitted to the other (T)
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 (C)
duly authorized representatives. This Agreement is effective as provided in Section 12.1 above. (T)

CUSTOMER

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



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Advice 3108-E
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Issued by
Megan Scott-Kakures
Vice President

(To be inserted by Cal. PUC)
Date Filed Sep 30, 2014
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Vice President

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