



Small Solar Generator Interconnection Agreement
(Solar Generating Facilities with Inverters Rated 15 kW AC or Less)

Customer seeks permission to install, operate and maintain a solar photovoltaic electrical energy generating system ("Solar Generating Facility") described below in parallel with transmission and distribution facilities owned by the City of Pasadena Water and Power Department ("PWP"), and/or Customer intends to have an entity or person perform one or both of these functions on Customer's behalf at the Customers service address.

Service Address: _____ PWP Electric Service Account Number: _____ Combined Solar Panel Rated Capacity (kilowatts, DC rating): _____ Maximum Combined Inverter Capacity (kilowatts, AC rating): _____

Customer understands and agrees that:

1. Except for momentary testing during installation, **the Solar Generating Facility described in Section 1 shall not be interconnected and operated in parallel with PWP's transmission and distribution facilities until the Customer has received a "Permission To Operate" Letter from PWP** authorizing such connection and operation;
2. The Solar Generating Facility and interconnection shall conform to all applicable electrical generating system safety and performance standards established by the National Electrical Code ("NEC"), the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories ("UL"), applicable building codes, and to all applicable Pasadena electric service requirements, including, but without limitation, Regulation 21 and Regulation 23, which are available on the PWP website at www.PWPweb.com/SelfGeneration;
3. City of Pasadena personnel may enter Customer's premises to inspect protective devices, read or test meters, and to disconnect, without notice, the Solar Generating Facility if a hazardous condition exists and such immediate action is necessary to protect persons or property from damage;
4. Rates and billing shall be as provided in Section 13.04.177 of the Pasadena Municipal Code, the net energy metering rate in Pasadena Light and Power Rate Ordinance ("Schedule NEM"), as amended from time to time;
5. **The operation of electrical generating or storage devices, other than the Solar Generating Facility described in Section 1 above, in parallel with PWP's transmission and distribution facilities is strictly prohibited** and may result in disconnection, at the sole discretion of PWP, of any and all electrical generating or storage devices at the Customers service address, including the Solar Generating Facility.
6. Customer shall be bound by these terms and conditions effectively immediately upon signature by the Customer.

Customer

By: _____

Print Name: _____

Date: _____

PWP Use only:

Received by: _____

Date: _____

Application No. _____



Small Generator Interconnection Agreement
(Generating Facilities with Inverters Rated 15 kW AC or Less)

Attachment A-2
 (Generic form)

Customer seeks permission to install, operate and maintain electrical energy generating or storage equipment ("Generating Facility") described below in parallel with transmission and distribution facilities owned by the City of Pasadena Water and Power Department ("PWP"), and/or Customer intends to have an entity or person perform one or both of these functions on Customer's behalf at the Customers service address.

Service Address: _____ PWP Electric Service Account Number: _____ Electric Generator/Storage Type: Solar Wind Battery Other: _____ Generator/Storage Capacity (kilowatts, DC rating): _____ Maximum Combined Inverter Capacity (kilowatts, AC rating): _____
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Customer understands and agrees that:

1. Except for momentary testing during installation, **the Generating Facility described in Section 1 shall not be interconnected and operated in parallel with PWP's transmission and distribution facilities until the Customer has received a "Permission To Operate" Letter from PWP** authorizing such connection and operation;
2. The Generating Facility and interconnection shall conform to all applicable electrical generating system safety and performance standards established by the National Electrical Code ("NEC"), the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories ("UL"), applicable building codes, and to all applicable Pasadena electric service requirements, including, but without limitation, Regulation 21 and Regulation 23, which are available on the PWP website at www.PWPweb.com/SelfGeneration;
3. City of Pasadena personnel may enter Customer's premises to inspect protective devices, read or test meters, and to disconnect, without notice, the Generating Facilities if a hazardous condition exists and such immediate action is necessary to protect persons or property from damage;
4. Rates for electrical service and any applicable compensation for excess energy produced by the Generating Facility shall be defined in the applicable rate schedule set forth in Pasadena Municipal Code Chapter 13.04 as it may be amended from time to time;
5. **The operation of electrical generating or storage devices, other than the Generating Facility described in Section 1 above, in parallel with PWP's transmission and distribution facilities is strictly prohibited** and may result in disconnection, at the sole discretion of PWP, of any and all electrical generating or storage devices at the Customers service address, including the Generating Facility.
6. Customer shall be bound by these terms and conditions effectively immediately upon signature by the Customer.

Customer

By: _____

Print Name: _____

Date: _____

PWP Use only:		
Received by: _____	Date: _____	Rate Schedule: NEM SG



Qualifying Facility Interconnection and Metering Agreement
(Installations larger than 15 kW AC)

This Interconnection Agreement for Solar or Wind Turbine Electric Facilities ("Agreement") is made and entered into by and between _____ ("Customer"), whose mailing address is _____

and the City of Pasadena, a municipal corporation acting by and through its Pasadena Water and Power Department ("Pasadena"), sometimes also referred to herein jointly as "Parties" or individually as "Party."

1 APPLICABILITY

- 1.1 This Agreement is applicable only to customers who satisfy all requirements of the definition of an Eligible Customer-Generator as set forth in Section 2827¹ of the California Public Utilities Code ("PUC") on the effective date of this Agreement.
- 1.2 Customer represents that Customer is an Eligible Customer-Generator, and that no other sources of electric generation, other than those listed under Section 2 "Description of Customer's Electric Generating Facility", are installed on the Customer's premises and interconnected directly with Customer's electric service.
- 1.3 The General Manager of the Water and Power Department has been authorized to enter into interconnection agreements such as this Agreement on behalf of the City through Resolution no. 9156, adopted by the City Council on November 7, 2011.

2 DESCRIPTION OF CUSTOMER'S ELECTRIC GENERATING FACILITY

- 2.1 Customer elects to interconnect and operate a generating facility capable of generating electricity from solar or wind turbine electric generating facility, or hybrid system of both, located on Customer's owned, leased or rented premises within Pasadena's service area ("Generating Facility") in parallel with Pasadena's electric grid. Customer represents that the Generating Facility is intended primarily to offset part or all of the Customer's own electrical requirements.
- 2.2 Generating Facility Location:
(Address) _____
Pasadena, California _____.
- 2.3 Photovoltaic/Solar Facility Nameplate DC Rating: _____ kW
Wind Turbine ("WT") Nameplate rating _____ kW
- 2.4 Generating Facility will be ready for operation and interconnection on or about: _____, 20____.
- 2.5 This Agreement is applicable only to the Generating Facility described in this Section 2 and installed at the above location. The Generating Facility may not be

¹ "Eligible Customer-Generator" means any customer of the Pasadena Water and Power Department who uses a solar or a wind turbine electrical generating facility, or a hybrid system of both, with a capacity of not more than one megawatt, is located on the Customer's premises, is interconnected and operates in parallel with the electric grid, and is intended primarily to offset part or all of the Customer's own electrical requirements.

Qualifying Facility Interconnection and Metering Agreement

relocated or connected to Pasadena's system at any other location without Pasadena's express written permission.

3 RATES AND BILLING

- 3.1 Rates and billing shall be as provided in Section 13.04.177 of the Pasadena Municipal Code, Pasadena Light and Power Rate Ordinance ("Schedule NEM"), as amended from time to time.
- 3.2 Customer shall make application the Pasadena Water and Power Department to take service under Schedule NEM.

4 CUSTOMER PAYMENT SCHEDULE

Customer shall be billed or credited as provided in Schedule NEM, as amended from time to time.

5 INTERRUPTION OR REDUCTION OF DELIVERIES

- 5.1 Pasadena shall not be obligated to accept or pay for, and may require Customer to curtail, interrupt or reduce, deliveries of available energy from its Generating Facility (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of Pasadena's system, or (b) if Pasadena determines in its sole discretion that such curtailment, interruption, or reduction is convenient or necessary due to emergency, forced outage, force majeure, or compliance with prudent electrical practices.
- 5.2 Whenever reasonably possible, Pasadena shall give Customer reasonable notice of the possibility that curtailment, interruption or reduction of such deliveries may be required.
- 5.3 Notwithstanding any other provision of this Agreement, if at any time Pasadena determines that either (a) the Generating Facility or its operation may endanger the health, safety or welfare of Pasadena personnel, any person or the public, or (b) the continued operation of the Generating Facility may endanger the integrity of Pasadena's electric system, any property or the environment, Pasadena shall have the right to enter onto Customer's premises and disconnect Customer's Generating Facility from Pasadena's system. Customer's Generating Facility shall remain disconnected until such time as Pasadena is satisfied that the condition(s) referenced in (a) and (b) of this Subsection 5.3 have been corrected.

6 GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS

- 6.1 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 permits.
- 6.2 The Generating Facility and interconnection shall conform to all applicable solar or wind electrical generating system safety and performance standards established by the National Electrical Code ("NEC"), the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories ("UL"), applicable building codes, and to all applicable Pasadena electric service requirements including Regulation 21 and Regulation 23, as may be amended

Qualifying Facility Interconnection and Metering Agreement

from time to time. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929 and UL Standard 1741

- 6.3 Customer shall deliver the available energy to Pasadena at the Required Meter (as defined in Section 7 "Required Metering") located on the Customer's premises.
- 6.4 Customer shall not commence parallel operation of the Generating Facility until Customer receives written approval from Pasadena's Authorized Representative. Pasadena's Authorized Representative shall provide such written approval within ten (10) working days from Pasadena's receipt of all documentation required by Pasadena Water and Power and a copy of the final inspection or approval of the Generating Facility that has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.
- 6.5 Pasadena 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. Customer shall notify Pasadena in accordance with the terms of Section 14 "Notices", herein, at least five days prior to such inspection.
- 6.6 Customer shall not add generating capacity in excess on the Nameplate Rating set forth in Section 2.3 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of Pasadena.
- 6.7 Customer shall provide 30 days written notice prior to removal or decommissioning of any Generating Facility.

7 REQUIRED METERING

All Eligible Customer-Generators shall meet all applicable sections of Regulation 21, metering requirements per section G of Regulation 23, and metering requirements set forth by PUC 2827.

8 MAINTENANCE AND PERMITS

Customer 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 6 "Generating Facility Interconnection and Design Requirements", and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities. Customer shall reimburse Pasadena for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's Generating Facility.

9 ACCESS TO PREMISES

Pasadena may enter Customer's premises (a) to inspect, at reasonable hours, Customer's protective devices and read or test meters, and (b) to disconnect, without notice, the interconnection facilities if, in Pasadena's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, Pasadena's facilities, or property of others from damage or interference caused by Customer's Generating Facility or lack of properly operating protective devices.

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10 INDEMNITY AND LIABILITY

- 10.1 Except as to Pasadena's sole negligence or willful misconduct, Customer shall defend, indemnify and hold harmless Pasadena, its City Council, officers, commissioners, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including without limitation any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, expense, or attorneys' fees) for injury or death to any person, and damage to property, including without limitation property of either Party, arising out of or in connection with (a) any act or omission in the engineering, design, construction, destruction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Generating Facility, (b) any act or omission in the replacement, addition, betterment, reconstruction, removal, or destruction, of or to the Generating Facility, or (c) the Generating Facility.
- 10.2 The provisions of this Section 10 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(s).

11 INSURANCE

Customer shall maintain in full force and effect an all risk property insurance policy in addition to liability insurance written either on a comprehensive personal policy with minimum limits of \$300,000; or with combined limits of \$1,000,000, per occurrence, if written on a commercial general liability policy. Pasadena shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. Pasadena shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation.

12 GOVERNING LAW, VENUE

This Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of California as if executed and to be performed wholly within the State of California, without regard to conflicts of law rules thereof. Any action at law or equity brought by either Party for the purpose of enforcing a right or rights provided in this Agreement shall be brought only in a court of proper jurisdiction in the County of Los Angeles, State of California, and the Parties hereby waive all other provisions of law providing for a change of venue in such proceedings to any other county. In event of a conflict between this contract and applicable provisions of state law, the later shall apply.

13 MODIFICATIONS, WAIVER, INTERPRETATION

- 13.1 No amendment or modification to this Agreement shall be effective unless in a writing duly executed by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.
- 13.2 Agreement shall supersede any existing agreement with Pasadena under which Customer is currently operating the Generating Facility identified in Section 2 "Description of Customer's Electric Generating Facility", herein, and any such agreement shall be deemed terminated as of the effective date of this Agreement.

Qualifying Facility Interconnection and Metering Agreement

- 13.3 This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 13.4 Except as expressly modified herein, Pasadena's published Rates and Rules as adopted from time to time by Pasadena shall continue to be applicable to Pasadena's provision of electrical service to Customer.

14 NOTICES

- 14.1 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:

Pasadena:

Department of Water and Power
Power Delivery Engineering
150 S. Los Robles Ave. Suite 200
Pasadena, CA 91101

With a copy to:

Department of Water and Power
Pasadena Solar Initiative Program Administrator
150 S. Los Robles Ave. Suite 200
Pasadena, CA 91101

Customer:

To the mailing address listed on page 1 of this Agreement.

- 14.2 Customer's notices to Pasadena pursuant to this Section 14 shall refer to the Generating Facility installed at address listed in Section 2.2.
- 14.3 In the event of an emergency, Customer shall immediately notify Pasadena Water and Power at its 24-hour emergencies number, 626-744-4673, of any emergency situation related to the Generating Facility.

15 TERM AND TERMINATION OF AGREEMENT

- 15.1 This Agreement shall become effective on the date this Agreement is duly executed by both Parties as set forth in Section 18 "Signatures" below, and shall continue in full force and effect until terminated as provided herein.
- 15.2 This Agreement shall terminate on the earliest to occur of:
- 15.2.1 The thirtieth day after Customer gives Pasadena prior written notice of termination with or without cause in accordance with Section 14 "Notices";
- 15.2.2 The date both Parties agree in writing to terminate this Agreement;

Qualifying Facility Interconnection and Metering Agreement

- 15.2.3 The first day after Pasadena gives Customer written notice of termination for cause, provided that Pasadena shall first have given Customer written notice of Customer's breach of this Agreement and within thirty days of Pasadena's sending notice of such breach, Customer fails to cure such breach or, if such breach requires more than thirty days to cure, Customer fails to promptly commence cure of such breach and diligently prosecute such cure to completion;
- 15.2.4 The date Pasadena is no longer the electric supplier to Customer's premises; or
- 15.2.5 The date Customer's electric service account for the premises is closed, or the date upon which changes to Customer's electric load, or other circumstances, cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Section 1 "Applicability" of this Agreement.
- 15.3 After termination of this Agreement, any electric service provided by Pasadena to Customer shall be pursuant to and in accordance with the applicable sections of Pasadena Municipal Code Chapter 13.04.

16 AUTHORIZED REPRESENTATIVE

Pasadena's Authorized Representative is the General Manager of the Water and Power Department, or his designee. Pasadena may change its Authorized Representative by giving Customer notice pursuant to Section 14 "Notices".

17 ASSIGNMENT PROHIBITED

Customer understands and agrees that this Agreement is personal to Customer and that Customer shall not assign or transfer in any way all or any portion of this Agreement to any other person or entity of any kind. Any attempt by Customer to assign or transfer in any way all or any portion of this Agreement shall be void ab initio.

Qualifying Facility Interconnection and Metering Agreement

18 SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement is effective as of the latter of the two dates set forth below.

Customer

Pasadena

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: General Manager

Date: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Deputy City Attorney



Generating Facility Interconnection Agreement

This Generating Facility Interconnection Agreement for Schedule SG Customers ("Agreement") is made and entered into by and between _____ whose mailing address is _____ ("Producer") and the City of Pasadena, a municipal corporation ("Pasadena"), sometimes also referred to herein jointly as "Parties" or individually as "Party."

1 SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate an electric Generating Facility that is connected to Pasadena's Distribution System and serves electrical loads at the location identified in Section 2.2. If the Generating Facility is operated in parallel with Pasadena's Distribution System, Producer shall take electric service from Pasadena pursuant to Pasadena Municipal Code Section 13.04.178 Self Generation Service ("Schedule SG"), as may be amended from time to time.

This Agreement does not apply to facilities that qualify for net energy metering pursuant to Pasadena Municipal Code 13.04.177.

The General Manager of the Water and Power Department has been authorized to enter into interconnection agreements such as this Agreement on behalf of the City through Resolution no. 9156, adopted by the City Council on November 7, 2011.

2 DESCRIPTION OF PRODUCER'S ELECTRIC GENERATING FACILITY

2.1 Producer elects to interconnect and operate a generating facility, located on Producer's owned, leased or rented premises within Pasadena's electric service area ("Generating Facility") in parallel with Pasadena's electric grid.

2.2 Summary of Generating Facility:

Location (address)	
Generator Type (fuel cell, turbine, IC engine, etc)	
Will Generating Facility operate in parallel with Pasadena's Distribution System?)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Gross Nameplate Rating (kW)	
Net Nameplate Rating (kW)	
Expected Annual Energy Production (kWh/year)	
Expected Date of Interconnection	

2.3 Exhibit A includes a detailed description of the Generating Facility, Interconnection Facilities, and a single-line diagram (supplied by Producer). Producer must submit a revised Exhibit A to reflect "as-built" condition and any future changes in the facilities. Producer must obtain written permission from Pasadena's Authorized Representative prior to making such changes.



Self Generation (Schedule SG)
Generating Facility Interconnection Agreement

Attachment C

2.4 This Agreement is applicable only to the Generating Facility described above and installed at the above location. The Generating Facility may not be relocated or connected to Pasadena's Distribution System at any other location without Pasadena's express written permission.

2.5 Producer represents that no other sources of electric generation, other than those listed under Section 2 "Description of Producer's Electric Generating Facility", are installed on the Producer's premises and interconnected directly with Producer's electric service.

3 DEFINITIONS.

Capitalized terms shall have the meanings defined in Pasadena's Regulation 23 unless otherwise defined herein.

4 GENERATION AND INTERCONNECTION FACILITIES REQUIREMENTS

4.1 Producer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and Interconnection Facilities, and shall obtain and maintain any required governmental authorizations and permits.

4.2 The Generating Facility and Interconnection Facilities shall conform to all applicable system safety and performance standards established by the National Electrical Code ("NEC"), the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories ("UL"), applicable building codes, and to all applicable Pasadena electric service requirements including Regulation 21 and Regulation 23.

4.3 Producer shall not add generation capacity in excess on the Nameplate Rating set forth in Section 2 and Exhibit A of this Agreement, or otherwise modify the Generating Facility without the prior written permission of Pasadena.

4.4 Producer and/or Pasadena, as appropriate, shall provide Interconnection Facilities that adequately protect Pasadena's Distribution System, personnel, and other persons from damage or injury which may be caused by the operation of Producer's Generating Facility.

4.5 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Generating Facility and Interconnection Facilities that Producer owns.

4.6 If Pasadena owns and operates a portion of the Interconnection Facilities, Producer and Pasadena 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 Exhibit C.

4.7 Pasadena shall have the right to have its representatives present to witness Commissioning Tests, or to require written certification by the installer describing which tests were performed and their results, and the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility and Interconnection Facilities. Producer shall provide written notice to Pasadena at least five days prior to such inspection(s).



- 4.8 Producer shall provide 30 days written notice prior to removal or decommissioning of any Generating Facility.

5 GENERATION FACILITY OPERATIONS

- 5.1 Producer shall not commence parallel operation of the Generating Facility until Producer receives written approval from Pasadena's Authorized Representative.
- 5.2 Producer is responsible for operating the Generating Facility in compliance with applicable sections of Pasadena Municipal Code 13.04, including but not limited to Pasadena Municipal Code Section 13.04.178 "Schedule SG" and Regulation 23, and any other regulations and laws governing the interconnection and operation of the Generating Facility.
- 5.3 The electric power produced by the Generating Facility shall be used solely to serve electrical loads connected to the electric service account that Pasadena 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 Any surplus energy produced by the Generating Facility shall be treated as provided in Pasadena Municipal Code Section 13.04.178 "Schedule SG".
- 5.5 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 Pasadena's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.6 **Curtailement or Disconnection.** PWP may limit the operation; disconnect, or require the disconnection of the Generating Facility from PWP's Distribution System at any time pursuant to terms of Regulation 23.

6 MAINTENANCE AND PERMITS

Producer shall (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with this Agreement and all applicable laws and regulations, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities. Producer shall reimburse Pasadena 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.

7 ACCESS TO PREMISES

Pasadena may enter Producer's premises (a) to inspect, at reasonable hours, Producer's protective devices and read or test meters; (b) to disconnect, without notice, the interconnection facilities if, in Pasadena's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, Pasadena's facilities, or property of others from damage or interference caused by Producer's Generating Facility or lack of properly operating protective devices; or (c) as provided in Regulation 23.



8 INDEMNITY AND LIABILITY

- 8.1 Except as to Pasadena's sole negligence or willful misconduct, Producer shall defend, indemnify and hold harmless Pasadena, its City Counsel, officers, commissioners, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including without limitation any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, expense, or attorneys' fees) for injury or death to any person, and damage to property, including without limitation property of either Party, arising out of or in connection with (a) any act or omission in the engineering, design, construction, destruction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Generating Facility, (b) any act or omission in the replacement, addition, betterment, reconstruction, removal, or destruction, of or to the Generating Facility, or (c) the Generating Facility.
- 8.2 Producer, on behalf of itself, its assigns, and its successors in interest, hereby agrees that Pasadena shall in no event be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or business interruption damages, by statute, in tort or contract, or under any indemnity provision, equitable or otherwise, for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees, arising out of or in connection with Pasadena's performance or non-performance of this Agreement. This limitation of Pasadena's liability shall be without regard to the cause or causes related thereto, including negligence, whether such negligence be sole, joint or concurrent, or active or passive.
- 8.3 The provisions of this Section 8 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(s).

9 INSURANCE

- 9.1 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; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
 - (d) 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 Pasadena.

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.”

- 9.2 The general liability insurance required in Section 9.1 shall, by endorsement to the policy or policies, (a) include Pasadena, its City Council, officers, commissioners, employees and agents as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Pasadena 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 (d) provide for thirty (30) calendar days' written notice to Pasadena prior to cancellation, termination, alteration, or material change of such insurance.
- 9.3 If Producer's Generating Facility is connected to an account receiving residential service from Pasadena and the requirement of Section 9.2(a) prevents Producer from obtaining the insurance required in Section 9.1, then upon Producer's written Notice to Pasadena the requirements of Section 9.2(a) shall be waived.
- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Pasadena.
- 9.5 Producer agrees to furnish the required certificates and endorsements to Pasadena prior to Initial Operation. Pasadena shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 9.1 through 9.4:
- (a) Producer shall provide to Pasadena, 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 9.1.
- (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 9.1.
- 9.7 All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the address listed in Section 12 "Notices".

10 GOVERNING LAW, VENUE

This Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of California as if executed and to be performed wholly within the State of California, without regard to conflicts of law rules thereof. Any action at law or equity brought by either Party for the purpose of enforcing a right or rights provided in this Agreement shall be brought only in a court of proper jurisdiction in the County of Los Angeles, State of California, and the Parties hereby waive all other provisions of law providing for a change of venue in such proceedings to any other county.



11 MODIFICATIONS, WAIVER, INTERPRETATION

- 11.1 No amendment or modification to this Agreement shall be effective unless in a writing duly executed by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.
- 11.2 This Agreement shall supersede any existing agreement with Pasadena under which Producer is currently operating the Generating Facility identified in Section 2 "Description of Producer's Electric Generating Facility", herein, and any such agreement shall be deemed terminated as of the effective date of this Agreement.
- 11.3 This Agreement shall, at all times, be subject to such changes or modifications by the Pasadena City Council as it may from time to time direct in the exercise of its jurisdiction.
- 11.4 Any references herein to service schedules under Pasadena Municipal Code 13.04, including without limitation Schedule SG, Regulation 21, and Regulation 23, shall be interpreted to mean "as they may be amended from time to time".
- 11.5 This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 11.6 Except as expressly modified herein, Pasadena's published rates and rules as adopted from time to time by Pasadena shall continue to be applicable to Pasadena's provision of electrical service to Producer.

12 NOTICES

- 12.1 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:

If to Pasadena:

Department of Water and Power
Power Delivery Engineering
150 S. Los Robles Ave. Suite 200
Pasadena, CA 91101

With a copy to:

General Manager, Department of Water and Power
150 S. Los Robles Ave. Suite 200
Pasadena, CA 91101



If to Producer:

12.2 Producer's notices to Pasadena pursuant to this Section 12 shall explicitly reference the Generating Facility installed at address listed in Section 2.

12.3 In the event of an emergency, Producer shall immediately notify Pasadena Water and Power at the **24-Hour Emergency number listed in Exhibit B**, of any emergency situation related to the Generating Facility.

13 TERM AND TERMINATION OF AGREEMENT

13.1 This Agreement shall become effective on the date this Agreement is signed by Pasadena and shall continue in full force and effect until terminated as provided herein.

13.2 This Agreement shall terminate on the earliest to occur of:

(a) The date both Parties agree in writing to terminate this Agreement;

(b) The first day after Pasadena gives Producer written notice of termination for cause, provided that Pasadena shall first have given Producer written notice of Producer's breach of this Agreement and within thirty days of Pasadena's sending notice of such breach, Producer fails to cure such breach or, if such breach requires more than thirty days to cure, Producer fails to promptly commence cure of such breach and diligently prosecute such cure to completion; or,

(c) The date Producer is no longer physically connected to Pasadena's Distribution System.

13.3 After termination of this Agreement, any electric service provided by Pasadena to Producer shall be pursuant to and in accordance with the applicable sections of Pasadena Municipal Code 13.04.

14 AUTHORIZED REPRESENTATIVE

14.1 Pasadena's Authorized Representative is the General Manager of the Water and Power Department, or his designee.

14.2 Producers Authorized Representative is _____.

14.3 Parties may change their Authorized Representative by giving the other Party notice pursuant to Section 12 "Notices".

15 ASSIGNMENT

Producer understands and agrees that this Agreement is personal to Producer and that Producer shall not assign or transfer in any way all or any portion of this Agreement to any other person or entity of any kind without prior permission of Pasadena. Any attempt



by Producer to assign or transfer in any way all or any portion of this Agreement without such permission shall be void ab initio.

16 CHANGES IN LAW OR REGULATIONS

Each Party shall keep apprised of changes in laws and regulations which affect the Generating Facility and Interconnection Facilities. Each Party shall notify other Party of such changes in a timely manner and Parties shall meet and confer with respect to manner in which such changes must be accommodated.

17 NOTIFICATION OF OWNERSHIP CHANGE

Producer understands and agrees that the Generating Facility or Interconnection Facilities shall not be interconnected or energized to operate in parallel with the Pasadena electrical distribution system unless all owners of the Generating Facility or Interconnection Facilities have entered into a binding and effective Self Generation (Schedule SG) Generating Facility Interconnection Agreement with Pasadena. Producer shall not interconnect the Generating Facility or Interconnection Facilities, or allow Producer's successor(s) in interest to interconnect them, to the Pasadena electrical distribution system unless all owners have entered into a binding and effective Self Generation (Schedule SG) Generating Facility Interconnection Agreement with Pasadena. Prior to the transfer of any ownership interest in the Generating Facility or Interconnection Facilities, Producer hereby agrees:

(a) To notify Pasadena of any proposed change in ownership, giving the name, address and telephone of the new owner(s); and

(b) To present to Pasadena executed and binding Self Generation (Schedule SG) Generating Facility Interconnection Agreements from all proposed new owners.

In event Producer no longer retains any ownership interest in the Generating Facility or Interconnection Facilities, Producer's obligations under this Agreement shall nevertheless continue until the effective date(s) of the new replacement agreement(s), at which time Producer's obligations hereunder shall cease. Pasadena shall have no duty to maintain an interconnection unless the new owner(s), or all owner(s), as the case may be, have entered into a Self Generation (Schedule SG) Generating Facility Interconnection Agreement with Pasadena.



Self Generation (Schedule SG)
Generating Facility Interconnection Agreement

Attachment C

18 **SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement is effective as of the latter of the two dates set forth below.

Producer

Pasadena

By: _____

By: _____

Name:

Name:

Title: _____

Title: General Manager

Date: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



EXHIBIT A

Exhibit A includes a detailed description of the Generating Facility, Interconnection Facilities, and a single-line diagram (supplied by Producer). Producer must submit a revised Exhibit A to reflect "as-built" condition and any future changes in the facilities. Producer must obtain written permission from Pasadena's Authorized Representative prior to making such changes

**Table A-1
 Generating Facilities – General Information**

Host Customer Name	
Electric Account #	
Point of Common Coupling (Meter #)	
Meter Location	
Type of Generating Facility	
Total Net Nameplate rating for facility	
Generating Facility Owner	
Generating Facility Operator	
Expected Date of expected operation	
Operation mode of facility	The Generating Facility will interconnect and operate in parallel with the PWP distribution system
Estimated max kW expected to export	
Max 3-phase fault current contributed by Generating Facility	
Short Circuit interrupting rating of MSB	
Generating Facility will be operated as	

**Table A-2
 Equipment Information**

Prime Mover type	
Fuel Type	
Number of generators being installed	
Manufacturer	
Model Number	
Software Version	
Certified/Non-certified	
Generator Design	
Gross Nameplate rating	
Net Nameplate rating	
Total Gross Nameplate rating for facility	
Total Net Nameplate rating for facility	
Operating voltage	
Power factor rating	
Wiring Configuration	
3-Phase Winding Configuration	
Neutral grounding system used	

Site Plan and Single Line Diagram
 (diagrams follow – three pages)



Self Generation (Schedule SG)
Generating Facility Interconnection Agreement

Attachment C

Producer-Supplied Single Line Diagram to Include:

- Point(s) of Common Coupling
- Point(s) of Interconnection
- Disconnect switches

Exhibit A may include additional installation and operating parameters as appropriate for each individual Generating Facility and Interconnection Facility.



EXHIBIT B
Contact Information

Pasadena Water and Power:

- Report Power Outages Affecting Host Customer to: 626-744-4673
- **Generating/Interconnection Scheduling, Maintenance, and Emergencies:**

Primary Representative:	Senior Power Dispatcher
Email address:	WPD_realtime@ci.pasadena.ca.us
Phone:	(626) 744-4484 or (626) 744-4483

Alternative Representative:	Power Dispatching Supervisor
Phone:	(626) 744-4566; Cell (626) 665-6725

- PWP – All Other Services:
 - Account Manager: Irma Cruz (626) 744-4496
 - Utility Services Planning Advisor: (626) 744-4495

Producer/Host Customer:

- Producer Company Name: _____
- Producer 24-Hour Emergency Contact: _____
- Producer Scheduling and Maintenance Contact:

Primary Representative:	
Email address:	
Phone:	

Alternative Representative:	
Phone:	

- Producer – Business Contact:

Project Contact Info	
Phone / Fax	
Email	
Address	

Customer Company Name: _____

Customer Account Contact Info	
Address	
Email	
Phone	

- Host Customer 24-Hour Emergency Contact: _____



Self Generation (Schedule SG)
Generating Facility Interconnection Agreement

Attachment C

EXHIBIT C

(if applicable)

Attach the agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities, if Pasadena owns any of such facilities