



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

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Sheet 1

VIRTUAL NET ENERGY METERING FOR MULTI-TENANT AND MULTI-METER PROPERTIES
INTERCONNECTION AGREEMENT
FOR GENERATING FACILITIES SIZED ONE MEGAWATT AND SMALLER

Form 14-909

(To be inserted by utility)

Advice 3623-E
Decision 14-12-035

Issued by
Caroline Choi
Senior Vice President

(To be inserted by Cal. PUC)

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Resolution _____



**VIRTUAL NET ENERGY METERING
FOR MULTI-TENANT AND MULTI-METER PROPERTIES
INTERCONNECTION AGREEMENT FOR GENERATING FACILITIES
SIZED ONE MEGAWATT AND SMALLER**

This Virtual Net Energy Metering for Multi-Tenant and Multi-Meter Properties (NEM-V/NEM-V-ST) 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 with Generating Facilities sized one megawatt (MW) and smaller who satisfy all requirements of SCE’s Schedule NEM-V for multi-tenant and multi-meter virtual net energy metering, or its successor, Schedule NEM-V-ST.

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 may be required to sign an affidavit certifying that the Generating Facility generates electricity from a renewable source listed in paragraph (1) of subdivision (a) of Section 25741 of the California Public Resources Code.

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).
- 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.
- 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.

- 2.6 Generating Facility Technology (technologies using the renewable resources reflected above): _____
- 2.7 Generating Facility Nameplate Rating (kW): _____
- 2.8 Generating Facility CEC-AC Rating or Equivalent (kW): _____
- 2.9 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.
- 3.3 For Customers interconnecting a Generating Facility under the provisions of Schedule NEM-V-ST, the Generating Facility must have a warranty of at least 10 years for all equipment and the associated installation from the system provider. In appropriate circumstances conforming to industry practice, this requirement may rely on and be satisfied by manufacturers’ warranties for equipment and separate contractors’ warranties for workmanship (i.e., installation). Warranties or service agreements conforming to requirements applicable to the Self-Generation Incentive Program (“SGIP”) may also be used for technologies eligible for the SGIP.
- 3.4 For Customers interconnecting a solar Generating Facility under the provisions of Schedule NEM-V-ST, all major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the California Energy Commission (“CEC”). For all NEM-V-ST Generating Facilities, any other equipment, as determined by SCE, must be verified as having safety certification from a Nationally Recognized Testing Laboratory (“NRTL”).
- 3.5 Customer cannot 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 Virtual Net Energy Metering Interconnection Agreement, and (3) evidence of the Application’s final electric inspection clearance from the Local 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.
- 3.6 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.

- 3.7 Customer cannot add generation capacity in excess of the ratings set forth in Sections 2.7 and 2.8 of this Agreement, or otherwise modify the Generating Facility without SCE's prior written consent.
- 3.8 Customers interconnecting inverter-based Generating Facilities are required to comply with the requirements of Section Hh of SCE's Electric Rule 21, including configuration of protective settings in accordance with the specifications therein. Verification of compliance with such requirements shall be provided by the Customer upon request by SCE in accordance with SCE's Electric Rule 21.

(N)
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|
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(N)

4. METERING AND BILLING:

Metering requirements and billing procedures will be as provided in the SCE, Electric Service Provider's and/or Community Choice Aggregator's/Community Aggregator'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, in its sole judgment, require Customer to interrupt or reduce the output of its Generating Facility under the following circumstances:
 - (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

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 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 or NEM-V-ST eligible Generating 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, or its successor, NEM-V-ST, as applicable. 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 an NEM-V or NEM-V-ST eligible Generating Facility with a capacity of 30 kW or less, that was 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-V or its successor, NEM-V-ST, as applicable, 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; and, (3) understand that SCE may from time to time release to the CEC and/or the Commission, information regarding the new Customer or NPI's Generating 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 (i) a copy of the interconnection agreement in effect and as signed by the previous customer, which will remain unchanged, (ii) a copy of the NEM-V/NEM-V-ST Fact Sheet on operation and billing, and (iii) SCE's website information on the NEM-V or NEM-V-ST tariffs.

- 10.6 A new Customer or NPI who owns, rents or leases a premises that includes an NEM-V or NEM-V-ST Generating Facility above 30 kW will need to sign a new interconnection agreement. If no changes are made to the interconnection facilities, the agreement will have identical terms and conditions as the ones approved for the previous customer.

11. NOTICES:

- 11.1 Any notice required under this Agreement 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 SCE issues written authorization to interconnect the Generating Facility after receipt of all required documents and payments, 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 NEM-V, or its successor, Schedule NEM-V, as applicable; or (c) termination of Customer's Virtual Net Energy Metering arrangements with SCE, its Electric Service Provider, Community Choice Aggregator

and/or Community Aggregator.

13. TRANSITION PROVISIONS:

13.1 Customers receiving service on Schedule NEM-V, or who have submitted all documentation necessary for receiving service on Schedule NEM-V, prior to SCE reaching its NEM trigger level or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in Schedule NEM-V.

13.2 Customers receiving service on Schedule NEM-V-ST, or who have submitted all documentation necessary for receiving service on Schedule NEM-V-ST, are subject to the transition provisions as outlined in Schedule NEM-V-ST.

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.

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.

CUSTOMER

SOUTHERN CALIFORNIA EDISON COMPANY

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

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