



INTERCONNECTION AGREEMENT FOR GENERATING OR STORAGE FACILITIES



Customer Generator: _____

Premise (Address / APN): _____

This Interconnection Agreement for Generating or Storage Facilities (“Agreement”) is by and between Customer- Generator and the City of Santa Clara, California, a chartered California municipal corporation (“City”), doing business as Silicon Valley Power (“SVP”). SVP and Customer-Generator may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement”. The Parties agree as follows:

1. SCOPE OF THIS AGREEMENT

- 1.1. In consideration for SVP allowing Customer-Generator to interconnect with SVP’s electric grid, Customer-Generator agrees to abide by the terms and conditions of this Agreement including Exhibit A “Technical requirements” as well as with any applicable sections of SVP’s Rules and Regulations in effect and as amended or revised from time to time. SVP’s Rules and Regulations are available at www.siliconvalleypower.com and all such versions are incorporated by this reference as though set forth in full
- 1.2. Customer-Generator agrees that it will not sell, or otherwise provide, electricity generated by its Facility to any real estate parcel, premise, or location other than the Premise that is the subject of this Agreement. Sale or provision of energy to another location or premises is grounds for termination of this Agreement.
- 1.3. Customer-Generator is subject to applicable rate schedules that cover net energy metering and/or standby rates, as amended from time to time.

2. DEFINITIONS

- 2.1. Customer-Generator: A residential or commercial Customer who uses an electrical generating or electric storage facility, or a hybrid system of both, on its premises, interconnected and operating in parallel with SVP’s grid, to manage that Customer-Generator’s own electrical requirements.
- 2.2. Electric Service: The provision of electricity to the Facility according to the SVP’s Rules and Regulations and any applicable rate schedule.
- 2.3. Facility: An electrical generating or electric storing facility that is located on the Customer-Generator’s premises, is interconnected and operates in parallel with SVP’s electric grid, and is intended to manage the Customer-Generator’s own electrical requirements.
- 2.4. Premises: All structures, electrical equipment or portions thereof occupied or operated by a Customer-Generator or tenants of Customer-Generator and situated on the integral parcel of land, the real property on which the Facility is installed as set forth in Exhibit B Customer Information Sheet (Confidential).
- 2.5. Metering Point: The point in the electrical system where the flow of power, either from SVP to premise or premise to SVP, is measured.

3. TERM OF AGREEMENT

This Agreement takes effect on the Effective Date, as defined herein, and shall continue in full force and effect for 20 years, unless terminated by either Party as set forth in paragraph 9.

4. SUCCESSORS AND ASSIGNS

Any subsequent owner of the property on which the Facility is located shall either agree to be bound by the terms and conditions of this Agreement or this Agreement shall be terminated in writing as set forth in paragraph 9. In the event of sale or lease of Premises, Customer Generator is responsible for notifying new owner or tenant of the terms of this agreement.

5. PERMITS

Customer-Generator shall obtain and maintain all permits or authorizations required by law, by the City, or by any other governmental entity, in order to construct, install and operate the Facility. To the extent that future laws require the Customer-Generator to obtain other permits or authorizations, Customer-Generator shall so comply.

6. INTERCONNECTION

- 6.1. Customer-Generator shall not connect its Facility, or any portion of it, to SVP’s distribution system, until written approval of the Facility has been given to Customer-Generator by SVP, which approval shall not unreasonably be withheld. SVP has the right to have representatives present at the initial testing of Customer-Generator’s Facility, and shall be notified forty-eight (48) hours in advance of said testing.
- 6.2. Customer-Generator shall deliver energy from the Facility to SVP at SVP’s metering point.
- 6.3. Following normal operational outages and interruptions, Customer-Generator may reconnect to SVP’s distributions system without notifying SVP.
- 6.4. Customer-Generator shall not reconnect its Facility to SVP’s distribution system if SVP has disconnected service or SVP has notified Customer-Generator that a reasonable possibility exists that reconnection would pose a hazard.

7. METERING

- 7.1. Metering requirements for parallel generation are set forth in SVP Rules and Regulations No. 11.A.4. For purposes of this Agreement, SVP meters for monitoring Customer’s generation load are required, except for Customer-Generators whose electrical generation facility, or combination of such facilities, is eligible for service under SVP Rate Schedule NM. If Customer-Generator with multiple meters elects to aggregate the electrical load of those meters under Rate Schedule NM, SVP meters for monitoring Customer’s generation load are required for the purpose of billing.
- 7.2. Such meters shall be provided by SVP and paid for by the Customer-Generator. Meter location(s) shall be inspected and approved by SVP prior to meter installation and will be subject to periodic inspections as SVP may require. Such Customer-Generator meters shall be acceptable to SVP and be made available for inspection at SVP’s request. The meter(s) shall have the capability of being read remotely using SVP’s remote meter-reading system. If the signal strength of such meter(s) is insufficient, the Customer-Generator shall pay for and install equipment to boost the signal as required by SVP.
- 7.3. If, for any reason, SVP’s meter data should not be available, upon SVP’s written request, the Customer-Generator shall timely share its electric generation facility meter data with SVP for the time period when SVP’s meter data is not available. Such data shall be made available in .csv or .xls file format.
- 7.4. Additional metering requirements are covered in the applicable rate schedules and SVP Rules and Regulations.

8. **INTERRUPTION**

- 8.1. SVP shall not be obligated to accept energy from Customer-Generator.
- 8.2. SVP may require Customer-Generator to interrupt or reduce deliveries of energy to SVP when necessary to construct, install, maintain, repair or inspect SVP equipment or if SVP determines that such interruption is necessary because of emergencies, forced outages, force majeure or compliance with prudent electrical practices. SVP may, in its sole discretion, disconnect the Facility if it appears at any time its operation may endanger SVP employees or may impair the integrity of SVP's electric distribution system.
- 8.3. The Facility shall remain disconnected until SVP is satisfied that the foregoing conditions have been remedied.
- 8.4. Whenever possible, SVP shall give Customer-Generator reasonable notice that deliveries may be reduced or interrupted.
- 8.5. SVP power delivery to Customer-Generator is not guaranteed and may be unexpectedly interrupted during unplanned power outages. Customer-Generator equipment may be adversely affected when power is disrupted by any reason.
- 8.6. SVP shall not be obligated to compensate Customer-Generator for any loss of use of generation of energy or adverse impacts to equipment during any and all periods of such disconnection or interruption, as provided for in SVP's Rules and Regulations.

9. **RIGHT OF ACCESS**

Consistent with the rights of access allowed to SVP by SVP's Rules and Regulations, SVP may enter Customer-Generator's premises without prior notice (a) to inspect at all reasonable hours Customer-Generator's protective devices and read or test any meter for the Facility and (b) to disconnect the Facility at any time, without notice, if in SVP's opinion a hazardous condition exists

10. **TERMINATION**

- 10.1. SVP may terminate this Agreement for any violation of its terms, or for any violations of SVP's Rules and Regulations pursuant to the terms outlined in the Rules and Regulations.
- 10.2. SVP may terminate this Agreement or service if there are changes in the law or if safety issues arise at any time.
- 10.3. Customer-Generator may terminate this Agreement if Customer-Generator provides notice to the Chief Electric Utility Officer and Director of Community Development that it desires to terminate this Agreement and has permanently disconnected the Facility from SVP's electric distribution system. Upon receiving such notice, SVP may verify that such disconnection has occurred.
- 10.4. In the event of termination, Customer-Generator shall permanently disconnect Facility from SVP's electric distribution system.

11. **CUSTOMER-GENERATOR TO HOLD CITY HARMLESS**

To the extent permitted by law, Customer-Generator agrees to protect, defend, hold harmless, and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which SVP shall become liable from Customer-Generator's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the installation, ownership, and/or operation of the Facility by Customer-Generator pursuant to this Agreement.

12. **AMENDMENTS**

This Agreement may be amended only with the written consent of both Parties.

13. **INTEGRATED AGREEMENT**

This Agreement represents the entire agreement between SVP and Customer-Generator. No other understanding, agreements, conversations, or otherwise, with any representative of SVP prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon SVP.

14. **NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. **NOTICES**

All notices, including notices of modification as set forth in Exhibit A, to the Parties shall, unless otherwise requested in writing, be sent to SVP addressed as follows:

City of Santa Clara
Attn: Chief Electric Utility Officer and
Director of Community Development
1500 Warburton Avenue Santa Clara, California 95050

And to Customer-Generator as addressed in Exhibit B
(Confidential).

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that the signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

City of Santa Clara, California
a chartered California municipal corporation

Manuel Pineda Date
Assistant City Manager / Chief Electric Utility Officer

Customer-Generator

Signature

Name Date

Signature

Name Date

EXHIBIT A

TECHNICAL REQUIREMENTS

1. DESIGN STANDARDS

- 1.1. Customer-Generator's Facility, and all portions of it used to provide or distribute electrical and parallel interconnection with SVP's distribution equipment, shall be designed, installed, constructed, operated and maintained in compliance with City Ordinances, City Codes, SVP's Rules and Regulations and SVP's Standard Document 1631 – "Engineering & Operating Requirements for the Interconnection of Generating Facilities" ("SD 1631"), SVP-DP-001 "Distributed Generation Protection Requirements", as amended from time to time.
- 1.2. Customer Generator Facility shall meet all applicable safety and performance standards established by the National Electric Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories, as amended from time to time and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.
- 1.3. Customer-Generator's Facility shall at minimum, include, but not be limited to, the following:
 - 1.3.1. Customer-Generator shall have a dedicated circuit from the inverter or other interconnection device, to service panel with a circuit breaker or fuse [NEC 690-64(b)(1)];
 - 1.3.2. Customer-Generator's overcurrent device at the service panel shall be marked to indicate the alternate power source [NEC 690-64(b)(4)];
 - 1.3.3. The Customer-Generator's inverter or other interconnection device shall have the following minimum specifications for parallel operation with SVP:
 - 1.3.3.1. Inverter output shall automatically disconnect from SVP source upon loss of SVP voltage and not reconnect until SVP voltage has been restored by SVP [NEC 690-61];
 - 1.3.3.2. Inverter shall automatically detect and isolate from the SVP source without intentional time delay within five (5) cycles if SVP's voltage fluctuates beyond ten (10) percent;
 - 1.3.3.3. Inverter shall automatically detect and isolate from the SVP source without any intentional time delay within five (5) cycles if SVP's frequency fluctuates 1Hz;
 - 1.3.3.4. Inverter output distortion shall meet IEEE 519 standards.

2. INSTALLATION AND MAINTENANCE

- 2.1. Customer-Generator is responsible for installing and maintaining the Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws, regulations and codes at Customer-Generator's sole cost and expense. Customer-Generator shall install and operate the Facility in conformance with SVP's Rules and Regulations, SD 1631 and SVP-DP-001. Customer-Generator, and not SVP, shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation and maintenance of the Facility in accordance with SVP's Rules and Regulations, applicable laws, regulations and codes.
- 2.2. Customer-Generator must provide notice to SVP of any modifications to the Facility and interconnection facilities ("notice of modification"). Modifications are subject to approval by SVP and may result in changes to the ratings set forth in Exhibit B. Upon approval by SVP, any notices of modification and corresponding updates to customer information sheet shall be considered incorporated into this Agreement upon receipt by SVP.

EXHIBIT B
CUSTOMER INFORMATION SHEET
(CONFIDENTIAL)

Customer-Generator has installed, or will in the near term, install an electrical generating or electric storage facility, or a hybrid of both, ("Facility") which meets all applicable safety and performance standards as set forth in this Agreement.

1.1 Name of Customer-Generator: _____

1.2 CEC Facility ID No. (If Applicable): _____

1.3 Photo Voltaic (PV) Array (CEC AC Rating): _____ kW

1.4 Wind Turbine (WT): _____ kW (If Applicable)

1.5 Battery Storage Capacity: _____ kW peak _____ kWh capacity

1.6 Facility Location: _____

1.7 Facility Contact Number: _____

1.8 Exact Location of Accessible Disconnection: _____

1.9 Customer Billing Address and Notice:

Name: _____

Street Address: _____

City, State Zip: _____

1.10 Billing Contact Number: _____

1.11 SVP Account Number: _____

1.12 Storage: Isolated Operation OR Parallel Connected OR N/A

1.13 Intended Use:

Emergency Backup Peak Shaving Time of Use Shifting N/A Other

Silicon Valley Power Approval of Modification (Not Required for New Application)

Name

Title

Date