

**STANDARD FORM FEED-IN TARIFF
GENERATING FACILITY INTERCONNECTION AGREEMENT**

This Generating Facility Interconnection Agreement ("Agreement") for the interconnection and operation of a Renewable Energy Resource is entered into by and between _____ ("Producer"), and the City of Riverside, a California Charter city and municipal corporation acting by and through its Department of Public Utilities ("Riverside" or "RPU"), sometimes also referred to herein 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

- 1.1. This Agreement provides for Producer to interconnect and operate a Renewable Energy Generation Facility ("Facility") at Producer's premises in parallel with the Riverside Public Utilities (RPU) Distribution System. This Agreement provides for Producer to deliver electric power to Riverside's Distribution System. This Agreement doesn't constitute an agreement by Riverside to provide retail electrical service to Producer. Such arrangements must be made separately between Riverside and Producer under Riverside's then applicable Electric Rules and Rates.
- 1.2. This Agreement does not apply to facilities that qualify for net energy metering under Riverside Rules and Regulations.

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

- 2.1. Producer has elected to interconnect and operate a Facility on a property in parallel with Riverside's Distribution System. Prior to commencement of construction of the Facility, Producers shall submit a description of the 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 Riverside's Distribution System, are shown in Appendix A and are attached to and made a part of this Agreement. Such review or approval shall be in accordance with Riverside's Electric Rules and Rates, as defined below, and shall not impose or create any additional liability on or for Riverside, and shall not relieve Producer of any responsibility or liability which Producer may have under this Agreement or by law.
- 2.2. Upon approval of the Facility's Generation Interconnection Application, Producer shall not relocate or modify the Facility without Riverside's prior written consent.
- 2.3. The name and address used by Riverside to locate the electric service accounts used to interconnect the Facility with Riverside's Distribution System.

- 2.4. The Gross Nameplate Rating of the Generating Facility is _____kW.
- 2.5. The Net Nameplate Rating of the Generating Facility is _____kW.
- 2.6. The annual energy production of the Generating Facility is expected to be _____kWh.
- 2.7. The Generating Facility's Scheduled Operation Date is _____. The Scheduled Operation Date shall be within _____ of the date of this Agreement.

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3. DOCUMENTS INCLUDED

- 3.1. This Agreement includes the following exhibits, which are specifically incorporated herein and made a part of this Agreement.
- a. Appendix A - Description of Generating Facility and Single-Line Diagram (Supplied by Producer).

4. TERM AND TERMINATION

- 4.1. This Agreement shall become effective as of the date set forth above. The 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. At 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to Riverside's Distribution System is closed or terminated or,
 - c. At 12:01 A.M. on the 61st day after Producer or Riverside provides written Notice pursuant to Section 4.2 of this Agreement to the other Party of Producer's or Riverside's intent to terminate this Agreement.
- 4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. Riverside 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 Riverside's Electric Rules and Rates or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects Riverside's ability or obligation to perform Riverside's duties under this Agreement; or,
 - b. Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in Riverside's Notice that Producer has breached any term of this Agreement within the time frame set forth in such Notice; or,
 - 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 2.76 of this Agreement as the Generating Facility's expected date of Initial Operation; or
 - d. Producer abandons the Generating Facility. Riverside shall deem the Generating Facility to be abandoned if Riverside determines, in its sole opinion, the Generating Facility is non-operational and within the time set forth in Section 4.1 (c), Producer does not provide a substantive response to Riverside's Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming and providing satisfactory evidence to Riverside of Producer's intent and ability to continue to operate the Generating Facility.
- 4.3. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.
- 4.4. All obligations to pay any sums under this Agreement including without limitation those under Section 7 shall survive termination or expiration of this Agreement.

5. GENERATING FACILITY OPERATION

- 5.1. Producer is responsible for operating the Generating Facility in compliance with all of Riverside's Electric Rules and Rates, including but not limited to Riverside's Rule 22, and any other regulations and laws governing the Interconnection of the Generating Facility, as are in effect from time to time.
- 5.2. The electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that Riverside 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.
- 5.3. 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 Riverside's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.4. Producer understands and agrees that Riverside's authorization to interconnect Producer's Generating Facility with Riverside's Interconnection Facilities and Distribution System under this Agreement does not constitute an authorization or approval of any other federal, state, or regional land use, pursuant to building, planning, air quality, environmental or any other (including the City of Riverside) laws, statutes, ordinances, rules, regulations, or other legal requirements ("Laws").

6. INTERCONNECTION FACILITIES

- 6.1. Producer and Riverside, as appropriate, shall provide Interconnection Facilities that adequately protect Riverside'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. Producer shall be solely responsible for any costs reasonably incurred by Riverside in providing, operating, or maintaining Interconnection Facilities and Distribution System improvements required solely for the interconnection of Producer's Generating Facility with Riverside's Distribution System.

7. INTERRUPTION OR REDUCTION OF PRODUCTION

- 7.1. RPU shall not be obligated to accept or pay for and may, without any penalty to RPU, disconnect Producer's service or require Producer to interrupt or reduce production of available energy from the Facility:
 - a. When necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of RPU's equipment or part of its system;
 - b. if RPU determines in its sole discretion that curtailment, interruption, or reduction is necessary because of emergencies, forced or scheduled outages, force majeure, or compliance with prudent electrical practices;
 - c. Notwithstanding any other provision of this Agreement, if at any time RPU, in its sole discretion, determines that the Facility may endanger RPU personnel or members of the general public, or that the continued operation of the Facility may

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impair or otherwise negatively affect the integrity of RPU's Distribution System, RPU shall have the right to disconnect the Facility from RPU's Distribution System. The Facility shall remain disconnected until such time as RPU is satisfied that the condition(s) referenced in this section have been corrected, and RPU shall not be obligated to compensate Customer for any loss of generation or energy during any and all periods of such disconnection; or

- d. When Producer fails to operate the Facility in conformance with applicable municipal, state, and federal law, including, but not limited to the Riverside City Charter and Municipal Code, Riverside's Electric Rules and Rates, , and the Generation Interconnection Standards and Guidelines on file with RPU and incorporated herein by reference (collectively, "RPU's Rules and Regulations"). RPU may disconnect service or require Producer to interrupt or reduce production for as long as the conditions identified in (a) through (d) above exist.

- 7.2. RPU may, in its sole discretion, provide Producer notice of the possibility or actual interruption or reduction of production. RPU shall not be required to provide written notice to Producer when RPU determines an emergency or unsafe operating condition exists related to Producer's generation or interconnection facilities.

8. ACCESS TO PREMISES

- 8.1. The Parties agree that RPU may enter the Property: (a) to inspect, as RPU deems necessary, Producer's protective devices and to read or test meters; and/or (b) to disconnect the Facility, without notice, when RPU determines an emergency or unsafe operating condition exists related to Producer's generation or interconnection facilities.

9. INDEMNIFICATION

- 9.1. Except as to Riverside's negligence or willful misconduct, Producer shall defend, indemnify and hold harmless Riverside, its officers, 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 and Added Facilities (b) any act or omission in the replacement, addition, betterment, reconstruction, removal, or destruction, of or to the Generating Facility and Added Facilities, or (c) the Generating Facility and Added Facilities.
- 9.2. In no event shall Riverside be liable to Producer for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill or for any indirect, special, incidental, or consequential damages, arising out of or in any way related to this Agreement, the Generating Facility, or the Added Facilities, however caused, on any theory of liability, including without limitation, strict liability, tort, contract, breach of warranty, or misrepresentation, and whether or not Riverside, its officers, employees or agents, have been advised of the possibility of such damage.
- 9.3. The provisions of this Section 9 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 and shall survive the termination of this Interconnection Agreement.
- 9.4. The provisions of this Section 9 shall survive the expiration or termination of this Interconnection Agreement.

10. INSURANCE

- 10.1. 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;
 - 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 Riverside.
 - e. 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."
- 10.2. The general liability insurance required in Section 10.1 shall, by endorsement to the policy or policies, (a) include Riverside, its officers and employees, as additional insureds; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Riverside 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 Riverside prior to cancellation, termination, alteration, or material change of such insurance.
- 10.3. Evidence of the insurance required in Section 10.1 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Riverside.
- 10.4. Producer agrees to furnish the required certificates and endorsements to Riverside prior to Initial Operation. Riverside shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 10.5. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 10.1 through 10.4:
- a. Producer shall provide to Riverside, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan as determined in Riverside's sole discretion to self-insure to a level of coverage equivalent to that required under Section 10.1.
 - 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 10.1.

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- 10.6. Riverside's Risk Manager is hereby authorized to modify the requirements set forth in Section 10.1 in the event Riverside's Risk Manager determines that such reduction is in Riverside's best interest
- 10.7. 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:

City of Riverside Public Utilities
Energy Delivery Engineering
Principal Electrical Engineer
3900 Main Street
Riverside, CA 92522

11. NOTICES

- 11.1. 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:

- a. If to Riverside:
City of Riverside Public Utilities
Energy Delivery Engineering
Principal Engineer
3900 Main Street – 3rd Floor
Riverside, CA 92522
Phone: (951) 826-5489
electricdevelopment@riversideca.gov

- b. If to Producer :
Producer Name: _____
ATTN: _____
Address: _____
City: _____
Phone: _____
FAX: _____

- 11.2. 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.
- 11.3. Riverside's Public Utilities General Manager and Producer 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.

12. REVIEW OF RECORDS AND DATA

- 12.1. Riverside 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 Riverside's Distribution System.
- 12.2. Producer authorizes Riverside to release to the California Energy Commission, the California Public Utilities Commission, the Riverside Public Utilities Board and the

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Riverside City Council ("governmental entities") information regarding the Generating Facility, including Customer's name and location, and the size, location and operational characteristics of the Generating Facility, as may be requested from time to time pursuant to the governmental entities' rules and regulations.

13. ASSIGNMENT

13.1. Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without Riverside's prior written consent. Any assignment or delegation Producer makes without Riverside's written consent shall not be valid. Riverside shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

14. NON-WAIVER

14.1. 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.

15. GOVERNING LAW, VENUE, JURISDICTION OF RIVERSIDE CITY COUNCIL, INCLUSION OF RIVERSIDE'S ELECTRIC RULES AND RATES, DEFINED TERMS

15.1. 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 Riverside, 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.

15.2. This Agreement shall, at all times, be subject to such changes or modifications by state law and the Riverside City Council as it may from time to time direct in the exercise of its jurisdiction.

15.3. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in Riverside's Electric Rules and Rates applicable to the electric service provided by Riverside from time to time. Copies of such tariffs are available at Riverside's Internet site: www.riversideca.gov or by request to Riverside and are incorporated into this Agreement by this reference.

15.4. Notwithstanding any other provisions of this Agreement, Riverside shall have the right to unilaterally file with the Riverside Board of Public Utilities and Riverside City Council, a request for change in Electric Rules and Rates Schedules, charges, classification, service, or any agreement relating thereto.

15.5. 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 Riverside's Rule 1 or Rule 22, Section H. If any term is defined in both Rule 1 and Rule 22, the definition in Rule 22 shall prevail.

15.6. This Agreement can only be amended or modified by a written agreement signed by both Parties.

16. REPRESENTATIONS AND WARRANTIES

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Producer represents and warrants to Riverside: that all information provided in the Generating Facility Interconnection Application ("Application") was true and correct as of the date of submission of the Application to Riverside and is true and correct as of the date Producer executed this Agreement; (ii) that Producer has not omitted any material fact(s) from the Application; (iii) that the undersigned has been duly authorized to execute, deliver and bind Producer to this Agreement; and (iv) that Producer has and will comply with all Laws in connection with the Generating and Added Facilities.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Electric Rules and Rates Schedules, 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 Electric Rules and Rates Schedules.

18. SIGNATURES

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 last date set forth below.

PRODUCER'S NAME

**CITY OF RIVERSIDE, THROUGH ITS
DEPARTMENT OF PUBLIC UTILITIES**

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

City Clerk

Approved as to legal form:

By:

City Attorney

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

(Provided by Producer)

