

SCHEDULE FIT
FEED-IN TARIFF (FIT)
FOR RENEWABLE ENERGY GENERATION FACILITIES

Applicability:

This Schedule is available for customer-generators who wish to sell to the Utility the generation output from a Renewable Energy Generation Facility that meet the criteria of this Schedule, and execute a Power Purchase Agreement with the Utility. Such criteria include compliance with this Schedule, certification by the California Energy Commission (CEC) that the facility is an Eligible Renewable Energy Resource, certification by the Federal Energy Regulatory Commission (FERC) that the facility is a qualifying facility (if applicable), the facility has an effective capacity of no less than 500 kilowatts and not more than 3,000 kilowatts~~three megawatts~~, customer-generator has ownership of environmental attributes and renewable energy credits (REC) associated with energy delivered to Utility, and compliance with Electric Rule 22, Distributed Generation Facilities Interconnection.

Customer-generators that receive incentives or rebates from the Utility for the construction of the Renewable Energy Generation Facility are not eligible for this rate.

Territory:

Within the service area of the City of Riverside

Rates:

Under this Schedule, the Utility offers to purchase from a customer-generator output from an eligible Renewable Energy Generation Facility at the applicable price for metered energy delivered on a Time-of-Delivery (TOD) basis. The FIT prices will be posted on the Utility's website (RiversidePublicUtilities.com/ElectricRates) on January 1 of each year and will be effective from January 1 through December 30. FIT prices shall be established annually by the Public Utilities General Manager to equal the average cost of renewable energy purchased by the Utility and reported in the most recently audited fiscal year and differentiated by TOD periods.

Daily Time Periods for Time-of-Delivery are Defined as Follows:

On-Peak: 12:00 p.m. to 6:00 p.m. summer weekdays except holidays
 5:00 p.m. to 9:00 p.m. winter weekdays except holidays

- Mid-Peak: 8:00 a.m. to 12:00 p.m. and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays
8:00 a.m. to 5:00 p.m. winter weekdays except holidays
- Off-Peak All other hours
Off-peak holidays are: New Year’s Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas.

Summer shall commence at 12:01 a.m. on June 1 and continue through September 30 of each year. Winter shall commence at 12:01 a.m. on October 1 of each year and continue through May 31 of the following year.

Special Conditions:

1. Term:

The customer-generator has the option of entering into a Power Purchase Agreement for ~~up to 10, 15, or 20 years.~~ The FIT pricing in effect when the Power Purchase Agreement is executed is effective for the agreed upon Term of the Power Purchase Agreement.

2. Exclusions:

Excluded from the application of this Schedule are customer-generators that:

- a. Have executed a Standard Contract–NEM with the Utility for the Renewable Energy Generation Facility; or
- b. Have executed a bilaterally negotiated power purchase agreement, other than the Power Purchase Agreement referenced herein, with the Utility for deliveries of additional power from the Renewable Energy Generation Facility; or
- c. Have or will receive incentives or rebates from the Utility under customer programs implemented in compliance with SB 1 requirements or similar program for the Renewable Energy Generation Facility; or
- d. Have executed an agreement, such as a lease/buyback, with a third party that conveys the RECs and the environmental attributes of the energy to be delivered to the Utility to the third party.

3. Environmental Attributes and Renewable Energy Credits (REC):

Customer-generator under this Schedule must certify that they have sole ownership of the environmental attributes and RECs. A customer-generator accepting service under this Schedule shall deliver to the Utility both the energy generated from the Renewable Energy Generation Facility and any environmental attributes and RECs associated with that energy.

4. Certification:

The customer-generator must obtain certification from the CEC that the Renewable Energy Generation Facility is an Eligible Renewable Energy Resource, pursuant to Public Utilities Code section 399.13, prior to commercial operation, and shall maintain such certification throughout the term of the Power Purchase Agreement. Unless considered exempt by the FERC, the customer-generator must also obtain certification from the FERC as a qualifying facility prior to commercial operation, and shall maintain such certification throughout the term of the Power Purchase Agreement.

5. Electrical Interconnection:

Any customer-generator receiving service under this Schedule shall be interconnected within Utility's service territory and shall be required to comply with the Electric Rule 22, Distributed Generation Facilities Interconnection. In accordance with the [Generation Facility](#) Interconnection Agreement, Renewable Energy Generation Facilities with Host Load are required to establish a separate service for the Host Load which will be billed by the Utility at the customer-generator's otherwise applicable tariff. All costs associated with the service for the Host Load shall be the responsibility of the customer-generator. Host Load does not include the electrical energy consumed by the auxiliary equipment necessary to operate the Renewable Energy Generation Facility.

6. Definitions:

- a. "Eligible Renewable Energy Resource" – means a Renewable Energy Generation Facility that has been certified as an eligible renewable energy resource by the CEC, under Public Utilities Code section 399.13.

b. “Host Load” – means electrical power that is consumed by the customer-generator at the property on which the Renewable Energy Generation Facility is located.

c. “Generation Facility Interconnection Agreement” – means an agreement between the Utility and the customer-generator that gives certain rights and obligations to effect or end interconnection.

~~e.d.~~ “Power Purchase Agreement” – means an agreement for the sale of electricity by the customer-generator to the Utility.

~~f.e.~~ “Renewable Energy Generation Facility” means an electric generation facility as defined in Section ~~399.32387.6~~(b) of the California Public Utilities Code located within the service territory of, and developed to sell energy to RPU, and that meets all of the following criteria:

- i. Has an effective capacity of no less than five hundred (500) kilowatts (kW) and not more than three thousand (3,000) kilowatts (kW) megawatts (MW).
- ii. Is interconnected and operates in parallel with the Utility’s electrical transmission and distribution grid.
- iii. Is strategically located and interconnected to the Utility’s electrical transmission and distribution grid in a manner that optimizes the deliverability of energy generated at the facility to load centers.
- iv. Is an Eligible Renewable Energy Resource pursuant to Article 16 of the California Public Utilities Code (commencing with Section 399.11).

~~g.f.~~ “Time-of-Delivery” or “TOD” – means the time at which the Renewable Energy Generation Facility delivers metered energy to the Utility’s electrical transmission and distribution grid, as referenced herein.

7. Request for Tariff:

Once a completed FIT Application and Generating Facility Interconnection Application, including the required application fee and reservation deposit,

have been received by the Utility from owners or operators of Renewable Energy Generation Facilities, the name of the applicant will be posted on the Utility's website within 10 days of receipt.

8. Approval:

Application of this Schedule shall be subject to the execution of an Generation Facility Interconnection Agreement and Power Purchase Agreement, and approval of the Public Utilities General Manager. The Public Utilities General Manager may deny service under this Schedule if any of the following findings are made:

- a. The Renewable Energy Generation Facility does not meet the requirements of Public Utilities Code section 399.32387.6.
- b. The transmission or distribution grid that would serve as the point of interconnection is inadequate.
- c. The Renewable Energy Generation Facility does not meet all applicable state and local laws and building standards, and the Utility's interconnection requirements of Electric Rule 22.
- d. The aggregate of all Renewable Energy Generation Facilities on a distribution circuit would adversely impact utility operation and load restoration efforts of the distribution system.
- e. The program cap has been reached.

The Public Utilities General Manager's decision to disapprove application of this Schedule shall be appealable pursuant to the General Provisions section of the Electric Rules.

9. Agreement:

In order for this schedule to apply, customer-generator must execute the Utility's Generation Facility Interconnection Agreement and Power Purchase Agreement. The Generation Facility Interconnection Agreement and Power Purchase Agreement shall contain additional terms and conditions, including without limitation, indemnification, insurance, access to Renewable Energy Generation Facility's premises, submittal of a biannual inspection and maintenance report, and provisions that ensure construction of the Renewable Energy Generation Facility complies with all applicable state and local laws and building standards and utility interconnection requirements.

10. Agreement Deadline:

Customer-generator must submit ~~concurrently~~ a ~~FIT Application and a~~ Generating Facility Interconnection Application for FIT to qualify for this rate. Customer-generator must comply with Rule 22 for the interconnection of agreement. The Utility may request that customer-generator submit a reservation deposit.

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Upon approval by the Utility of the applications, Utility will provide an executable Generation Facility Interconnection Agreement and Power Purchase Agreement to the customer-generator. The customer-generator shall return a fully executed Generation Facility Interconnection Agreement and Power Purchase Agreement to the Utility within thirty (30) days of receipt, or the Utility may cancel and return the ~~FIT-Generation Facility Interconnection~~ Application to the customer-generator. Upon cancellation of the ~~FIT-Generation Facility Interconnection~~ Application, the entire reservation deposit shall be returned to the customer-generator.

The executed Generation Facility Interconnection Agreement (under Rule 22) and the Power Purchase Agreement will become effective on the date of the Utility's execution of the agreements.

The City reserves the right to terminate the Power Purchase Agreement if customer-generator fails to commence operation of the Renewable Energy Generation Facility within one year of the effective date of that agreement.

- 11. Program Cap:** The total contract generating capacity of this Schedule for qualifying Renewable Energy Generation Facilities shall collectively not exceed the Utility's proportionate share of the statewide peak demand of 750 MW cumulative rated generation capacity as stated in Public Utilities Code Section 399.32(e), previously 387.6(e), of 7.6 megawatts (MW) as approved by City Council on December 14, 2010.

Until the program cap is reached, the Schedule shall be open to all customer-generators of qualifying Renewable Energy Generation Facilities on a first-come, first-served basis. Once the program cap is reached, the Schedule will be closed to any new Renewable Energy Generation Facilities, until such time as a Renewable Energy Generation Facility included within the program cap is no longer interconnected with and operating in parallel with the Utility's electrical transmission and distribution grid, and that customer-generator's Power Purchase Agreement is terminated, thus allowing new participation until the program cap is again reached. Upon expiration of a customer-generator's Power Purchase Agreement, customer-generator may maintain their status in the program

City of Riverside

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by renewing the Power Purchase Agreement prior to expiration of their existing Power Purchase Agreement.

Adopted by Board of Public Utilities: ~~December 3, 2010~~
Approved by City Council: ~~December 14, 2010~~
Effective Date: ~~January 1, 2011~~

Board Resolution No. ~~2010-03~~
Council Resolution No.: ~~22141~~