

CITY OF HEALDSBURG, ELECTRIC DEPARTMENT

**INTERCONNECTION & NET ENERGY METERING AGREEMENT
FOR RESIDENTIAL AND COMMERCIAL ELECTRIC GENERATING FACILITIES**

DECLARATIONS

_____ (“Customer”) and the City of Healdsburg (“City”), referred to as, “Party” & “Parties” individually and collectively, consistent with, and to effect, Section 2827 of the California Public Utilities Code and City’s Electric Rate Schedules, enter into this “Interconnection & Net Metering Agreement” (“Agreement”). Agreement applies only to the specific generating facilities identified below. Customer shall not commence interconnected operation until written approval has been given by City. See Section 4.2 of Attachment A, PROVISIONS. Accordingly, the Parties agree as follows.

1. DESCRIPTION OF CUSTOMER’S SOLAR OR WIND ELECTRIC GENERATING FACILITY (“Facility”)

Electric Account No. _____ Facility Operational On / About: _____

Site Address: _____ City: _____ State: _____

List of generating equipment interconnected with City, *Attach a list of additional equipment if applicable.*

	Generator-Type (i.e. PV / Wind)	Generator Rating (PTC-kW DC)	Inverter Make	Inverter Model No.
<i>i.e.</i>	<i>PV</i>	<i>3.5 kW</i>	<i>National-Inverter</i>	<i>123456</i>
1.		kW		
2.		kW		

2. RATE SELECTION

As explained in the “Rate Requirements” section of Attachment-A, any request made here is merely a request and not a guarantee. Customer’s rate-schedule shall be established per the terms in the most-recent City of Healdsburg Electric Rate Schedule, as amended from time to time. Rates and eligibility will change over time. City reserves the right to change a customer’s electric rate as necessary and without notice due to changes in the Customer’s energy usage, occupancy type, to correct mistakes, or due to a change in Electric Rate structures. Absent a request (or should Customer make an ineligible request), City will select a rate. See “Rate Requirements” section in Attachment-A for complete details.

OPTIONAL: Customer REQUESTS City’s otherwise applicable electric-rate: _____ (Rate Code)



3. DECLARATIONS, ATTACHMENTS AND AGREEMENT TO THE TERMS THEREOF

Customer has read, understands, and agrees that interconnected facilities shall be established and maintained in accordance with the terms in *Attachment-A, PROVISIONS*, incorporated herein by reference, and the applicable rules on file with the applicable requirements of the City. Customer acknowledges receipt of current copies of listed attachments:

(Initial) _____ Attachment A, PROVISIONS

(Initial) _____ Attachment B, Rate Eligibility (subject to change)

4. WRITTEN NOTICES

All written notices to Customer shall be directed to the following address:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____

5. 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.

Customer

By (Signature): _____ Date: _____

Type/Print Name: _____ Title: _____

City

By (Signature): _____ Date: _____

Type/Print Name: _____ David Mickaelian _____ Title: _____ City Manager _____

*To avoid delays in your project, please complete this agreement **fully and accurately.***



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707.431.3346

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Attachment A, PROVISIONS**1. PURPOSE OF INTERCONNECTION AND REPRESENTATIONS**

The purpose of this Agreement is to allow Customer to interconnect with City's distribution system, subject to the provisions of this Agreement and City's Electric Rate Schedule. Customer has elected to interconnect and operate its solar or wind electric generating facility in parallel with City's electric grid. The solar or wind electric generating facility is intended primarily to offset part or all of the Customer's own usage. Customer shall at all times comply with this Agreement as well as with all applicable laws, ordinances, and regulations.

2. RATE REQUIREMENTS

This agreement does not guarantee any rate schedule, pricing or other rate-terms to the Customer. Rate schedule eligibility shall be determined on an ongoing basis, per the terms in the most-recent City of Healdsburg Electric Rate Schedule, as amended from time to time. Absent a request by the Customer, (or should Customer make an ineligible request), City will select an appropriate rate or convert Customer's existing rate to be net-metered.

Electric rates and eligibility will change over time. City reserves the right to change a customer's electric rate as necessary and without notice due to changes in the customer's energy usage, occupancy type, to correct mistakes, or due to a change in Electric Rate structures.

Demand-Charges are measured irrespective of the direction of energy flow. Customers on a Demand-Rate will likely not see a reduction in their Demand-Charge.

Public Benefit charges, monthly customer charges and other non-energy charges are not able to be bypassed.

3. INTERRUPTION OR REDUCTION OF DELIVERIES; DISCONNECTION OF SERVICE

3.1 City may require Customer to interrupt or reduce deliveries of available energy and has the right to disconnect Customer's Facility from the City's electric distribution system if at any time the City, in its sole discretion, determines any of the following:

- a. Any premises wiring or equipment is unsafe or endangers City facilities or other customers.
- b. The customer threatens to create a hazardous condition.
- c. Any government agency, authorized to enforce laws, ordinances or regulations, involving electric facilities and/or the use of electricity, notifies City that the Customer's facilities and/or use of electricity is unsafe or not in compliance with applicable laws ordinances or regulations.
- d. When the Customer has tampered with any equipment or has attempted to defraud.
- e. When necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of City's system.
- f. That curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.
- g. The facility may impair or endanger the integrity of the City's distribution system, or is detrimental to the electric service received by other customers, such as by violating any pertinent IEEE, NEC, UL or other applicable standards (such as raising or lowering voltage below 114V or above 126V when normalized on a 120V base, as measured at the customer's point of service)
- h. For any violation of this agreement or applicable laws, ordinances and regulations.



- 3.2 Customer's Facility shall remain disconnected until such time as City is satisfied that the condition(s) referenced in Section 3.1 have been corrected and will not reoccur.
- 3.3 The City shall not be responsible for damage resulting from disconnection, nor obligated to accept or pay for, any loss of use of generation of energy during any and all periods of disconnection, or damage arising from disconnection.
- 3.4 The Parties acknowledge that prior notice of disconnection is not a legal requirement.

4. INTERCONNECTION

- 4.1 The metering requirements are detailed in the City's Electric Rate Schedule, City's adopted EUSERC requirements, the City's Electric Service Requirements Manual and applicable, laws regulations and ordinances. If the Customer refuses consent to any metering or other City requirement, City shall have the right to refuse interconnection. City reserves the right to require either a single or a dual net-metering configuration.
- 4.2 Customer shall not commence interconnected operation of the Facility until written approval of the interconnection facility has been given by City. Such approval shall not be unreasonably withheld. City has the right to have representatives present at the testing of Customer's protective apparatus. Customer shall notify the City five (5) working days prior to any testing.

5. DESIGN REQUIREMENTS

Customer (and Customer's system) shall meet the latest versions of all applicable safety and performance standards established by the National Electric Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriter's Laboratories (including UL1741), in addition to all applicable laws, regulations, rules.

Inverter output shall automatically disconnect from City source upon loss of City voltage and not reconnect until City voltage has been restored.

6. MAINTENANCE AND PERMITS

Customer shall: (a) maintain the Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws, regulations, rules and best-practices, including but not limited to, Section 5, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities. Customer shall reimburse City for any and all losses, damages, claims, penalties, or liability City 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 Facility.

7. ACCESS TO PREMISES

City may enter Customer's premises without prior notice: (a) at reasonable hours to inspect Customer's equipment including protective devices and read or test meters; and (b) at any hour to disconnect, without notice, the facilities if, in the City's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, City facilities, or property of others from damage or interference caused by Customer's generating facilities, or suspected lack of properly operating protective devices. Customer's protective devices shall not be located behind locked gates, as viewed from the street, or have access obstructed by landscaping, stored materials and /or equipment.



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8. INDEMNITY AND LIABILITY

- 8.1 To the maximum extent permitted by law, Customer shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Customer's failure to comply with any of the terms of this Agreement, as well as, (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of, or (b) the making of replacements, additions, betterments to or reconstruction of, the indemnifier's facilities; regardless of any fault or alleged fault of the Indemnitees.
- 8.2 Neither City, its elected officials, agents or employees shall be liable for damages of any kind to the Customer and Customer's Facility, caused by any electrical disturbances of the City's system, or the system of another, whether or not the electrical disturbance results from negligence of City or not.
- 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.
- 8.4 If Customer fails to comply with the insurance provisions of this Agreement, Customer shall, at its own cost, defend, save harmless and indemnify City, its directors, officers, employees, agents, assignees and successors in interest from and against any and all loss, liability, damage, claim, cost charge, demand or expense of any kind or nature, including attorney's fees and other costs of litigation resulting from the death or injury to any person or damage to any property, including the personnel and property of the City, to the extent that the City would have been protected had Customer complied with all such insurance provisions. The inclusion of this Section 8.4 is not intended to create any expressed or implied right in Customer to elect not to provide any such required insurance.

9. INSURANCE

- 9.1 To the extent that Customer has currently in force all risk property insurance and comprehensive personal liability insurance, Customer agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. City shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation.
- 9.2 Customer shall meet the standards and rules set forth in Section 5, have the appropriate liability insurance required in Section 9.1 and shall not be required to purchase any additional liability insurance.
- 9.3 The Customer shall provide the City with 30 days prior written notice of any reduction or cancellation of such insurance required to be furnished by the Customer.

10. GOVERNING LAW

This Agreement shall 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. Venue for any legal proceedings brought under this agreement shall be the Sonoma County Superior Court.



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11. AMMENDMENTS, MODIFICATIONS, OR WAIVER

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties, excepting changes or modifications which may be made by the City Council of the City of Healdsburg as said Council may, from time to time, direct in the exercise of its jurisdiction. 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 construe 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.

12. NOTICES

All written notices shall be directed as follows:

City: Healdsburg Electric Department
401 Grove St.
Healdsburg, CA 95448

Customer: Customer name and billing address as provided above.

13. CONFLICT

In case of conflict between this attachment and any other attachment or reference, this attachment shall supersede.

14. TERM OF AGREEMENT

This Agreement shall become effective as of the last date set forth in Section 5 of the Declarations and shall continue in full force and effect until terminated by either party providing 30 days prior written notice to the other party at the address provided above. This Agreement may be terminated prior to 30 days notice by agreement of both parties. City may terminate this Agreement for any violation of this Agreement or of federal, state or city laws, regulations or rules.



RATE ELIGIBILITY SUMMARY

- Customers may only take service under rates they are eligible for.
- The City will from time-to-time move customers off of rates they do not qualify for and move them onto rates they do qualify for. Rate moves may be triggered by changes in customer energy usage or by changes of the rates or requirements of the City. The City does not “grandfather” customers onto their current rate.
- Customers may voluntarily change their rate once every 12 months.
- Certain rate changes requested by the customer may require different metering from what is currently installed. The customer will be required to reimburse the City for any labor and material required to upgrade the existing metering.
- Demand Charges are irrespective of the direction of energy flow.
- For additional details or requirements, see the electric rate schedule’s specific section or call Meg Patterson at (707) 431-3122 or mpatterson@ci.healdsburg.ca.us.
- Rates and requirements are subject to change at any time.

	D1	E7 (TOU)	C1	A6 (TOU)	P2	E19 (TOU)
Residential Customers	✓	✓	✗	✗	✗	✗
Commercial or Industrial Customers with peak demand less than 60 kW.	✗	✗	✓	✓	✗	✗
Commercial or Industrial Customers peak demand greater than 60 kW.	✗	✗	✗	✗	✓	✓



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