CITY OF UKIAH
Electric Utility
300 Seminary Avenue, Ukiah, CA 95482
Phone (707) 463-6200
www.cityofukiah.com/electric-utility/

INTERCONNECTION AGREEMENT
COMMERCIAL SELF GENERATION AND ENERGY STORAGE SYSTEMS

DECLARATIONS

_____ ("Customer-Generator"), and the City of Ukiah, referred to collectively as "Parties" and individually as "Party", consistent with and in order to effectuate the provisions of City of Ukiah's applicable electric rate schedules, enter into this "Interconnection Agreement for Residential Self Generation". This Agreement applies to the Customer-Generator's generating facilities identified below with the specific characteristics and generating capacity and does not allow interconnection or operation of facilities different than those described. Accordingly, the Parties agree as follows:

1. CUSTOMER INFORMATION

1.1. Customer Name:_____

1.2. Electric Utility Account No:_____

1.3. Contact Person:_____

1.4. Home Phone No: _____ Cell Phone No: _____

1.5. Mailing Address:_____

_____

1.6. Email:_____

1.7. Emergency Contact No.: _____

2. GENERATING FACILITY

2.1 Type: ☐ SOLAR ☐ BATTERY ☐ OTHER: _____

2.2 Reason for Application:

☐ NEW SYSTEM ☐ REPLACEMENT

☐ CAPACITY CHANGE ☐ CHANGE OF OWNERSHIP ☐ APPLICATION UPDATE

2.3 Do you have an existing solar system? ☐ YES ☐ NO if YES, System Size (kW): _____

2.4 Solar system equipment is: ☐ Leased ☐ Owned

2.5 Facility Service Address: _____

_____

_____

2.6 Estimated Installation Date: _____

2.7 System Information:

2.7.1 Total Solar System Size (kW-AC), if applicable: _____

2.7.2 List of Renewable generating equipment interconnected to the City (i.e. Solar):

Equipment	Quantity	Ratings (W)	Manufacturer	Model No.
Micro Inverter				
String Inverter				
Panels				

2.7.3 List of energy storage systems interconnected with the City:

	Energy Storage System Type	Quantity	Energy Storage System Rated Power (kW)	Energy Storage System Rated Energy (kWh)	Inverter Manufacturer & Model No.
i.e.	*Lithium Ion*	*1*	*5 kW*	*13.5 kWh*	*Tesla Gateway*
1.			kW	kWh	
2.			kW	kWh	

3. DEFINITIONS

Customer: An electric utility account holder who receives electrical energy.

Customer-Generator: A residential or commercial customer who operates a renewable electrical generation facility, or a combination of those facilities, that is located on the customer's owned, leased, or rented premises. Generation facility is interconnected and operates in parallel with the City of Ukiah's electrical grid and is intended primarily to offset part or all of the customer's own electrical requirements.

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.

Metering Point: The point in the electrical system where the flow of power, either from City of Ukiah's electrical grid to premises (delivered) or premises to grid (received), is measured.

Energy Delivered: The amount of energy measured in kWh, delivered from the City of Ukiah's electric grid to the customer at the metering point.

Energy Received: The excess generated energy, measured in kWh, that is received by the City of Ukiah's electrical grid.

Demand: The maximum amount of energy measured over a period of time, measured in kW, either delivered or received through the metering point.

Rate: Schedule of charges, credits and terms approved by the City of Ukiah City Council for the provision of electric service, including, but not limited to energy charges, demand charges, fixed charges, non-bypassable charges, riders, adjustments, and applicable conditions of service, as may be amended from time to time.

G-1 Rider: The Self-Generation rate that applies to renewable generation facilities installed on or after July 1, 2021. The G1 Rider provides the rules and rates for customer-owned renewable self-generation facilities. For specific rate and energy generation details, refer to the published G1 Rider and associated electric rate schedules.

Net Energy Metering (NEM): Previously, the self-generation rules and rates were under NEM in accordance with California Public Utility Code 2827. The Utility Code 2827 acknowledged that NEM provided a subsidy between customers and set a NEM cap at 5% of eligible customers. This cap has been met, and the NEM rate is closed to new Self-Generation customers.

Avoided Cost: The incremental cost that the City would otherwise incur to generate or purchase electricity and related services from an alternate source. The Avoided Cost will be updated yearly, on January 1st.

Renewable Energy Credits (RECS): The environmental attributes of one megawatt-hour (MWh) of electricity generated from an eligible renewable energy source.

A renewable electrical generation facility is eligible for certification as a renewable energy resource as defined by the California Energy Commission (CEC). The CEC's most current Renewable Portfolio Standard Eligibility Guidebook shall be used for providing the technical definitions of a renewable electrical generation facility.

4. GENERAL REQUIREMENTS

Customer-Generator has elected to operate its renewable electrical generating facility in parallel with the City of Ukiah's distribution facilities. The renewable electrical generating facility is intended primarily to offset part or all of the Customer-Generator's own electric requirements.

The City of Ukiah does not permit power purchase agreements in which a third-party system owner sells generated electricity to a Ukiah electric customer within the service territory.

Customer-Generator agrees that the Renewable Energy Credits (RECS) generated by the system shall be the property of Ukiah Electric Utility (UEU) in accordance with the G-1 Rate Schedule. UEU may retain, transfer, use, or sell such RECS at its sole discretion, subject to applicable laws and regulations.

Customer-Generator shall not commence operation of the Facility until the completion of all of the following:

4.1 Pay applicable fees, including Building Permit, all applicable Community Development Department requirements, Electric and Public Works impacts, connection, etc.

4.2 Approval of final inspection by the City of Ukiah Community Development Department, Building Division.

4.3 A fully executed Interconnection Agreement is on file with the Electric Department.

4.4 Installation has met all of the Utility's interconnection requirements as outlined in the Distributed Generation Interconnection Guidelines.

4.5 For systems over 50 kW a written "Permit to Operate" Letter will be issued. For systems less than 50 kW, installation of both meters by Ukiah Electric Utility (UEU) constitutes as Permit to Operate.

5. CUSTOMER-GENERATOR RATE

5.1 **Rate Schedule:** Customers will be placed on the most current, published, applicable rate schedule, approved by the City Council, based on customer type, zoning, and energy usage. Customers will fall under the G-1 Rider for self-generation credits and rules.

6. INTERRUPTION OR REDUCTION OF DELIVERIES

6.1 The City of Ukiah shall not be obligated to accept or pay for and may require Customer-Generator to interrupt or reduce deliveries of as-available energy: (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or part of the Customer-Generator's system or the City's electrical system; or (b) if it determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices, or system operation.

6.2 Whenever possible, the City of Ukiah shall give Customer-Generator reasonable notice of the possibility that interruption or reduction of deliveries may be required.

6.3 Notwithstanding any other provisions of the Agreement, if at any time the City of Ukiah determines that either (a) the Customer-Generator's facility may endanger the City of Ukiah personnel, or (b) the continued operation of Customer-Generator's facility may endanger the integrity of the City of Ukiah's electric system, the City of Ukiah shall have the right to disconnect Customer-Generator's facility from the City of Ukiah's electrical system. Customer-Generator's Facility shall remain disconnected until such time as the City of Ukiah is satisfied that the condition(s) referenced in (a) or (b) of this paragraph has been corrected.

7. INTERCONNECTION

7.1 The City of Ukiah shall furnish and install bi-directional multi-register revenue watt-hour meter. Meter will record real-time energy delivered and received and total demand.

7.2 The City of Ukiah shall furnish and install standard watt-hour generation meter. Customer - Generator shall provide and install related equipment to maintain, operate and monitor the

solar installation per city standards, including disconnects, metering cabinets, telemetry cabinets and cabinet power.

7.3 Customer-Generator shall design, provide, install and operate the generating facility in accordance with all applicable laws and regulations and shall comply with all the requirements set forth by the City of Ukiah's Electric Utility including those outlined in the Distributed Generation Interconnection Guidelines, the Community Development Department, Building Division and all applicable State and Federal laws and regulations.

7.4 To ensure grid safety and reliability, distributed generation (in kW) should not exceed the previous 12 months of electric energy usage at the site of installation. Commercial installations without 12 months of usage will be evaluated by the UEU to determine the maximum size using all available data, including similar businesses, building types, and sizes. (See Distributed Generation Interconnection Guidelines for more details.)

7.5 Generation over 10 kW shall be subject to special review to ensure grid safety. Cost of studies and upgrades associated with generation over 10 kW will be established during the permitting process and paid prior to connection. Any required study fees are the responsibility of the Customer-Generator and are to be paid prior to study completion.

7.6 The generating facility shall have the capability of adjusting the Power Factor from 0.9 lagging to 0.9 leading.

7.7 The power actor of the solar generator shall be adjusted to maintain a site power factor (PF) between unity (PF=1) and the load PF (lagging) measured at peak load. Site power factor is defined as the resulting PF of the combination of load and generation operating in parallel.

7.8 City of Ukiah's Electric Utility reserves the right to require additional metering equipment for statistical and/or billing purposes.

7.9 Customer-Generator Facility shall conform to all the applicable design, safety and performance standards established by the applicable City building codes, California Electric Code (CEC), the Institute of Electrical and Electronics Engineers (IEEE) and the Underwriters Laboratories (UL) 1741.

7.10 Inverter output shall automatically disconnect from the Electric Utility upon the loss of Utility voltage and not reconnect until Utility voltage has been restored by Electric Utility.

7.11 Customer-Generator shall not commence parallel operation of the generating facility until all requirements set forth by the City of Ukiah Electric Utility and Community Development Departments have been met per this Interconnection Agreement. The City of Ukiah shall have the right to have representatives present at the initial testing of Customer-Generator's protective apparatus.

8. MAINTENANCE AND PERMITS

Customer-Generator shall: (a) maintain the renewable electrical generating facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, those provisions of the Ukiah City Code pertaining to the

City of Ukiah's Electric Utility and Building Division and (b) obtain any governmental authorization and permits required for the construction and operation of the electric generating facility and interconnection facilities. Customer-Generator shall reimburse the City of Ukiah for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorization and permits required for construction and operation of Customer-Generator's generating facility. The City of Ukiah will have the right to inspect and test the automatic disconnect circuit on periodic basis to ensure proper operation.

9. ACCESS TO PREMISES

The City of Ukiah may enter Customer-Generator's premises: (a) to inspect at all reasonable hours Customer-Generator's protective devices and read or test meter; and (b) to disconnect, without notice, the interconnection facilities if, in the City of Ukiah's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, the City of Ukiah's facilities, or the property of others from damage or interference caused by Customer-Generator's electric facilities, or lack of properly operating protective devices.

10. INDEMNITY AND LIABILITY

10.1 The Customer-Generator shall protect and defend the City against any claim for money made against the City, if the claim is based on any act or omission of the Customer-Generator in performing under this Agreement, regardless of whether the act or omission of the Customer - Generator involve allegedly negligent or intentionally wrongful conduct, or of whether the claim results from the engineering, design, construction, maintenance, repair, improvement, replacement, operation, supervision, testing or ownership of the Customer-Generator's facility. Collectively, these activities will be referred to in this Agreement as "operation of the facility". The Customer–Generator's obligation to indemnify the City includes the indemnification of the City and its officers, agents, employees, and contractors. This obligation to indemnify the City applies to the acts or omissions of the Customer-Generator and its officers, agents, employees, contractors, and volunteers. In addition, the Customer-Generator shall pay any loss or expense incurred by the City caused by the operation of the Customer-Generator's facility.

Under its obligation to defend the City, the Customer-Generator shall provide at its expense such attorneys, investigators, consultants, experts or other professionals as may be necessary to defend any such claim or demand and shall pay all expenses associated with such defense, including any expenses incurred by the City to assist or participate in such defense. If Customer-Generator fails to provide competent representation when necessary to prevent any prejudice to the City' s interests, the City may retain such services and incur such expenses as may be reasonably prudent to protect its interest and Customer-Generator shall pay any such expenses incurred by the City within thirty (30) days of the date the City provides the Customer-Generator with written notice of the expense and a demand for payment.

In agreeing to indemnify City under this paragraph 10.1, the Customer-Generator shall pay any settlement or judgment resulting from a claim, demand, cause of action or suit covered by said paragraph. The Customer-Generator will not be required to protect the City against a claim that is based on the sole, active negligence or willful misconduct of the City or its officers, agents, employees, or contractors (other than the Customer-Generator).

The City will provide this same protection to the Customer-Generator for any claim caused by the sole and active negligence of the City or its officers, agents, employees or contractors (other than the Customer-Generator) in operating its facilities.

This indemnification and hold harmless provision of this Agreement shall remain in effect, even if the Agreement is otherwise terminated or fully performed.

10.2 Notwithstanding the indemnity of Section 10.1 and except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damages to its facilities resulting from electrical disturbances or faults.

10.3 The provisions of this Section 10 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.

10.4 Except as otherwise provided in Section 10.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

11. INSURANCE

11.1 To the extent that Customer-Generator has currently in force all risk property insurance and comprehensive personal liability insurance, Customer-Generator agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. The City of Ukiah shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation.

11.2 Customer-Generator shall meet the standards and rules set forth in this Agreement and the interconnection guidelines, have the appropriate liability insurance coverage required in Section 10.1, and shall not be required to purchase any additional liability insurance.

11.3 Such insurance required in Section 10.1 shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to the City Electric Utility prior to cancellation, termination, alteration, or material change of such insurance.

12. 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.

13. AMENDMENT, MODIFICATIONS OR WAIVER

Any amendment or modifications to the Agreement shall be in writing and agreed to by both Parties. 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 of covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of breach of any other term or covenant unless such waiver is in writing.

14. NOTICES

All notices, communications and waivers under this Agreement shall be in writing and shall be delivered (a) in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by reputable overnight express courier, or (d) sent via email, in each case to the persons at the addresses below, or to any other address that the receiving Party designates in writing:

Email: solar@cityofukiah.com

Mailing Address: Electric Utility Department
City of Ukiah
1350 Hastings Rd.
Ukiah, CA 95482

15. TERM OF AGREEMENT

This Agreement shall be in effect when signed by the Customer-Generator and the City of Ukiah and shall remain in effect thereafter month-to-month unless terminated by either Party on thirty (30) days' prior written notice in accordance with Section 14.

16. ADDITIONAL REQUIRED DOCUMENTS

In addition to this signed Interconnection Agreement, the following document must be submitted to the City of Ukiah Electric Utility:

- Copy of approved electrical one-line diagram of the Generating Facility.
- Copy of approved Building permit.

Other type self-generation systems are to be detailed on a separate sheet that must be attached to this Agreement. Include system one line and the pertinent information.

17. SIGNATURES

The signatories to this Agreement represent that each has full right, power and authority to execute this Agreement on behalf of the entity each purport to represent.

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-Generator	**City of Ukiah**
Signature:_____	Signature:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____