



# *Terms and Conditions Agreement for Net Energy Metering Solar or Wind Electricity Generating Facilities*

**APPLICATION ID NUMBER:** ABCD11111

## **I, THE CUSTOMER, UNDERSTAND AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

Customer is electing to interconnect and operate its solar and/or wind electricity generating facility in parallel with SDG&E's Distribution System, primarily to offset part or all of the Customer's own electrical requirements. Customer shall comply at all times with the Agreement as well as with all applicable laws, tariffs, and requirements of the California Public Utilities Commission ("CPUC").

### **Permission to Interconnect**

**Customers must not operate their Generating Facility in parallel with SDG&E's Distribution System until they receive written authorization for Parallel Operation from SDG&E.**

Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

### **Safe Operation of your Generating Facility**

Notwithstanding any other provision of this Agreement, if at any time SDG&E determines that either (a) the Customer's Facility, or its operation, may endanger SDG&E personnel, or (b) the continued operation of the Customer's Facility may endanger the safe and reliable operation of SDG&E's electrical system, SDG&E shall have the right to disconnect the Facility from SDG&E's system. Customer's Facility shall remain disconnected until such time as SDG&E is satisfied that the unsafe condition(s) have been corrected.

Customers interconnecting inverter-based Generating Facilities are required to comply with the requirements of Section Hh. of SDG&E's Electric Rule 21, including configuration of protective settings in accordance with the specifications therein. Verification of compliance with such requirements shall be provided by the Customer upon request by SDG&E in accordance with SDG&E's Electric Rule 21.

### **Smart Inverters**

Inverter-based Generating Facilities are required to be compliant with the requirements of Section Hh. of SDG&E's Electric Rule 21, including configuration of protective settings in accordance with the specifications therein. Verification of compliance with such requirements shall be provided by the Customer upon request by SDG&E in accordance with SDG&E's Electric Rule 21.



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## **Meter Access**

Your meter must be installed in a safe SDG&E-accessible location and remain unobstructed. SDG&E's ability to access the meter must be maintained at all times for purposes, including, but not limited to, meter reading system maintenance, and system emergencies. Any animals owned by the customer, including pet dogs, should not have access to these areas to avoid hindering SDG&E service personnel from completing their work. If a self-contained meter is being utilized in lieu of an AC disconnect switch, the meter cannot be located within a residence or garage.

## **Document and Fee Requirements**

Other Documents and/or Fees *may* be required and there may be requirements for interconnection in addition to the below list, depending on the specifics of the planned Generating Facility. Other approvals and/or other agreements may be needed for special SDG&E programs or regulatory agency requirements.

## **Stale Agreements**

If this agreement is still pending **two years from its date of submittal** and customer has not met all of the requirements, SDG&E will close this application and Customer will be required to submit a new application. should Customer wish to take service on Schedule NEM-ST.

## **Interconnection Agreement Package**

The following documents are needed to ensure safe and reliable operation of SDG&E's Distribution System and to confirm that Customer's interconnection has been performed in accordance with SDG&E's tariffs. **To insure prompt attention and authorization of your project and to avoid any delays, we would like to be in receipt of your completed package at least two (2) weeks prior to the date that SDG&E receives the city or county electrical inspection release.**

## **Required Documents for New Applicants:**

1. A completed copy of this **Agreement**. **Please note:** the Customer name must be the same name as on the SDG&E bill. In this Agreement, Customer will confirm their otherwise-applicable rate schedule (OAS), establishing how Customer's monthly usage or net generation will be charged/credited. Customer-initiated rate changes are governed in accordance with SDG&E's Electric Rule 12.
2. A **single-line diagram** showing Customer's actual installation of his/her Generating Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all wind and/or photovoltaic generators, circuit breakers and other protective devices of the Generating Facility, the general location of the Customer's loads relative to the Generating Facility, and the interconnection with SDG&E's Distribution System. The diagram must include the following information:



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- a. A description and location of the visible, lockable **AC disconnect switch**, if present.

**Effective January 01, 2010**, customers installing inverter-based systems will no longer be required to include an AC disconnect switch when the facility has a self-contained electric revenue meter (i.e., 0-320-amp socket-based meters or 400-amp K-based meters). This type of meter is used by the vast majority of all SDG&E customers.

To accommodate this change while maintaining utility operating safety needs, the revenue meter, when appropriate, may be temporarily removed by SDG&E to isolate the customer's inverter from the electric distribution system. Removal of the revenue meter (due to an emergency or maintenance on SDG&E's system) will result in loss of electrical service to the customer's facility or residence for the duration of time that work is actively in progress.

SDG&E *recommends* that customers installing an inverter-based generator consider also installing an AC disconnect switch to facilitate maintenance of the customer's equipment (i.e. inverter, PV arrays, etc.) without the need for interrupting service to the customer. The AC disconnect switch provides the additional benefit of allowing SDG&E to isolate the customer's generator from the utility's Distribution System without having to interrupt service to the customer's facility or residence but for customers with 30 kW or smaller NEM generating facilities, the switch is optional.

SDG&E's AC disconnect requirement for Distributed Energy Resources (Distributed Generation) will continue to apply to:

- Inverter-based interconnections having a transformer-rated meter (i.e., all meter panels or switchboards employing the use of potential and current transformers).
  - Non-inverter based generators, including rotating or machine-based generators – regardless if the service meter configuration is transformer-rated or self-contained.
- b. A description of the specific **inverter(s)** used to control the interconnection between SDG&E and the Generating Facility, including rating, brand name, and model number. CEC-certified inverters will pass the requirements for Simplified Interconnection per SDG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.
- c. A complete description of the **generating equipment that the Customer plans to install**. If the Generating Facility includes photovoltaic panels, the description must include the manufacturer name, model number, number of panels, and the nameplate rating. If the Generating Facility includes a wind turbine, the description must include the manufacturer name, model number,



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number of turbines, and the nameplate rating. Only CEC-certified inverters and certified wind-turbine generators without separate inverters will pass the requirements for Simplified Interconnection. (The CEC's list of inverters is available: [www.gosolarcalifornia.org/equipment](http://www.gosolarcalifornia.org/equipment))

- d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.

If applicable, a complete description of energy storage devices, including, but not limited to, the battery manufacturer, battery model number, the inverter model number, nameplate rating in kilowatts, CEC-AC rating, quantity, output voltage and phase. **Indemnity and Liability**

Each party as indemnitor shall defend, hold harmless, and indemnify the other party and the directors, officers, employees, and agents of the other party against and from any and all loss, liability, damages, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damages, claim, cost charge, demand, or expense, including retained or in-house attorneys' fees) for injury or death to persons, including employees of either party, and damage to property, including property of either party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facility, or (b) the making of replacements, additions betterments to or reconstruction of the indemnitor' facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, damage, or expense resulting from its sole negligence or willful misconduct. The indemnitor shall, on the other party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, which may be incurred by the other party in enforcing this indemnity.

### **Term of Agreement**

This Agreement shall become effective as of the date of SDG&E's issuance of the Permission to Operate Letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with SDG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM-ST.

### **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.



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**Rates**

Customer understands that SDG&E's rates and rate design are subject to change from time to time.

**Customer understands and agrees that it must not operate its Generating Facility in parallel with SDG&E's Distribution System until Customer receives written authorization for Parallel Operation from SDG&E.**

Pursuant to California Public Utilities Commission Decision 14-11-001, SDG&E is required to provide certain data to the CPUC or its contractors regarding NEM Customers, including but not limited to customer identification information, contractor identification information, system ownership status, cost, etc. By filling out and executing this Application, you authorize SDG&E to release any and all information contained herein to the CPUC and/or its contractor without further notification or consent.

Customer Name (Please Print): Emile Oexman

Customer Name (Signature):  Date: 1/1/2024

A copy of this signed Agreement should be retained with the "Permission to Operate" letter to confirm Interconnection approval