



**Brian K. Cherry**  
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January 27, 2012

**Advice 3969-E-B**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Second Supplemental Advice Letter Modifying PG&E Rate Schedule NEM Interconnection Agreements to Address the Joint Protest of the California Farm Bureau Federation and California Climate and Agricultural Network**

Pacific Gas and Electric Company ("PG&E") hereby submits for filing revisions to its standard form contracts. The affected tariff contracts are listed on the enclosed Attachment 1. This supplemental advice letter supersedes Advice 3969-E in part and 3969-E-A in part by replacing Form 79-1069 as filed in those advice letters.

**Purpose**

Pursuant to Senate Bill (SB) 489, PG&E submitted Advice Letter (AL) 3969-E on December 13, 2011, to modify the following Rate Schedules NEM, NEMFC and NEMBIO and along with their associated forms. Two forms in particular, 79-1137 – *Interconnection Agreement for Net Energy Metering For A Renewable Electrical Generation Facility Of 1,000 Kilowatts Or Less* and 79-1069 – *Generating Facility Interconnection Agreement Multiple Tariff* included a new affidavit as an appendix to these agreements. As described in AL 3969-E, the new affidavit:

"...will be incorporated in the applicable interconnection agreement the customer submits. It requires that the customer sign and date an affirmation that their generating facility meets, and will continue to meet the eligibility requires for the specific type of Renewable Electrical Generation Facility they install pursuant to the CEC RPS guidebooks and PU Code § 2827; if the Renewable Electrical Generation Facility is required to use a renewable fuel such as biogas (e.g. landfill gas, digester gas, eligible "directed" biogas) that fuel must be its sole fuel source as long as the customer is served on schedule NEM or NEMV, and mixtures of renewable and non-renewable fuels will not be deemed eligible; and that specific small hydro requirements are met and maintained as specified on SB 489."

On January 3, 2012, PG&E received a joint protest to AL 3969-E from the California Farm Bureau Federation (CFBF) and California Climate & Agricultural Network (CCAN). CFBF/CCAN raised four specific issues related to the new appendices included as Appendix H to PG&E form 79-1069 and Appendix C to PG&E form 79-1137. Both appendices are the same (and both appendices are entitled, "Schedule NEM Customer-Generator Warranty That It Meets The Requirements For An Eligible Customer-Generator And Is An Eligible Renewable Electrical Generation Facility Pursuant To Section 2827 Of The California Public Utilities Code"). The specific four requests were (1) and (2) to replace the phrase "**sole**" discretion or judgment with "reasonable" discretion or judgment (in two place); (3) replace a 15 business day response time to 20 business days; (4) allow 10 business days notice prior to inspect Producer's Generating Facility and/or requiring documentation of its compliance.

PG&E submitted Advice Letter 3969-E-A on January 20, 2012, incorporating these four changes. Subsequently in an email from the Energy Division Staff, additional changes were requested as follows:

"Form 79-1069

Sole Discretion, Sole Opinion, Sole Satisfaction, change "sole" to reasonable

Appendix D

Sole Discretion, Sole Judgment, change "sole" to reasonable

Appendix F

Sole Discretion, Sole Judgment, change "sole" to reasonable"

Accordingly, PG&E submits these additional changes to Form 79-1069 in this supplemental Advice Letter.

One further change is included to correct a typographical error where Appendix F was repeated - the second one (named "Producer's Warranty That The Generating Facility is an Eligible Biogas Electrical Generation Facility Pursuant to Section 2727.9 of The California Public Utilities Code" ) was corrected to become Appendix G.

### **Protests**

Pursuant to General Order 96-B, Section 7.5.1, PG&E believes that in light of the limited nature of the modifications made by this supplemental advice letter, the protest period should not be reopened by this submittal.

### **Effective Date**

PG&E submits this supplemental advice filing as a Tier 2 advice letter and requests that it be approved effective January 1, 2012, concurrent with approval of Advice Letters 3969-E and 3969-E-A.

**Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list for A.10-03-001 and R.10-05-004. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process\_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>

A handwritten signature in cursive script that reads "Brian Cherry" followed by a stylized flourish.

Vice President, Regulation and Rates

Attachments

cc: Service Lists: A.10-03-001 and R.10-05-004

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 E)**

Utility type:

ELC       GAS  
 PLC       HEAT       WATER

Contact Person: Greg Backens

Phone #: 415-973-4390

E-mail: gab4@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas        
PLC = Pipeline      HEAT = Heat      WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **3969-E-B**

**Tier: 2**

Subject of AL: **Second Supplemental Advice Letter Modifying PG&E Rate Schedule NEM Interconnection Agreements to Address the Joint Protest of the California Farm Bureau Federation and California Climate and Agricultural Network**

Keywords (choose from CPUC listing): Compliance, Forms, Self-Generation

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: N/A

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Is AL requesting confidential treatment? No. If so, what information is the utility seeking confidential treatment for: N/A

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: N/A

Resolution Required?  Yes  No

Requested effective date: **January 1, 2012**

No. of tariff sheets: 3

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: Electric Form Numbers 79-1069

Service affected and changes proposed: Text Changes

Protests, dispositions, and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

**CPUC, Energy Division**

**Tariff Files, Room 4005**

**DMS Branch**

**505 Van Ness Ave., San Francisco, CA 94102**

**jn@cpuc.ca.gov and mas@cpuc.ca.gov**

**Pacific Gas and Electric Company**

**Attn: Brian K. Cherry, Vice President, Regulation and Rates**

**77 Beale Street, Mail Code B10C**

**P.O. Box 770000**

**San Francisco, CA 94177**

**E-mail: PGETariffs@pge.com**

**ATTACHMENT 1  
Advice 3969-E-B**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
31299-E	Electric Sample Form No. 79-1069 Generating Facility Interconnection Agreement (Eligible/Non-Eligible Net Generating Facility Export)	26150-E
31300-E	ELECTRIC TABLE OF CONTENTS Sheet 1	30763-E
31301-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 27	30758-E



**Electric Sample Form No. 79-1069**  
Generating Facility Interconnection Agreement (Eligible/Non-Eligible Net Generating  
Facility Export)

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3969-E-B  
Decision No.

Issued by  
**Brian K. Cherry**  
Vice President  
Regulation and Rates

Date Filed January 27, 2012  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_



WE DELIVER ENERGY.™

This Generating Facility Interconnection Agreement (Multiple Tariff) ("Agreement") is entered into by and between \_\_\_\_\_ ("Producer"), and Pacific Gas and Electric Company ("PG&E") a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement 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 Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads at the location identified in Section 2.4 (or for the qualifying energy where permitted under Section 218 of the California Public Utilities Code ("PUC"). The Generating Facility may be any combination of "Eligible customer-generators" ("Eligible Generator(s)") as defined in PU Code Section 2827 through 2827.10. and/or other Generator(s) ("Non-Eligible Generator(s)"). Eligible customer-generators can consist of any of the following technologies: solar, wind, biogas digester or fuel cell.
1.2 This Agreement provides for Producer to operate the Eligible Generator(s) pursuant to the provisions of Section 2827 et seq. of the PU Code and the applicable PG&E tariffs for net energy metering. This Agreement also provides for Producer to operate its Non-Eligible Generator(s). This Agreement does not provide for retail electrical service by PG&E to Producer. Such arrangements must be made separately between PG&E and Producer.
1.3 This Agreement does not address Producer's account billing and payment for energy consumption. For the Generating Facility as specified in Section 2 of this Agreement, please refer to the applicable PG&E net-energy-metered (NEM) tariff schedules for billing and payment protocol,

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

- 2.1 A description of the Generating 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 PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).
2.2 Generating Facility identification number: \_\_\_\_\_ (Assigned by PG&E)
2.3 Producer's electric service agreement ID number: \_\_\_\_\_ (Assigned by PG&E)
2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: \_\_\_\_\_

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Address: \_\_\_\_\_

City/Zip Code: \_\_\_\_\_

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

Biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
Photovoltaic _____ kW	landfill gas _____ kW
Wind _____ kW	Ocean wave _____ kW
Geothermal _____ kW	ocean thermal _____ kW
Fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	

2.5.2 Non-Eligible Generator(s): \_\_\_\_\_ kW

2.5.3 **Total Gross** Nameplate Rating of the Generating Facility: \_\_\_\_\_ kW

2.6 The Net Nameplate Rating of the Generating Facility is:

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):

Biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
Photovoltaic _____ kW	landfill gas _____ kW
Wind _____ kW	Ocean wave _____ kW
Geothermal _____ kW	ocean thermal _____ kW
Fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	

2.6.2 Non-Eligible Generator(s): \_\_\_\_\_ kW

2.6.3 **Total Net** Nameplate Rating of the Generating Facility: \_\_\_\_\_ kW

2.7 The maximum level of power that may be exported by the Generating Facility to PG&E's Distribution System is expected to be:

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2.7.1 Eligible Generator(s):

Biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
Photovoltaic _____ kW	landfill gas _____ kW
Wind _____ kW	Ocean wave _____ kW
Geothermal _____ kW	ocean thermal _____ kW
Fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	

2.7.2 Non-Eligible Generator(s):  
\_\_\_\_\_ kW

2.7.3 **Total maximum level of power** that may be exported by the  
Generating Facility: \_\_\_\_\_ kW

2.8 For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code ("PUC"), Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode  does /  does not meet the requirements for "Cogeneration" as such term is used in Section 218.5 of the California Public Utilities Code.

2.9 The Generating Facility's expected date of Initial Operation is \_\_\_\_\_.  
The expected date of Initial Operation shall be within two years of the date of this Agreement.

2.10 For the purpose of securing certain tariff charge exemptions available under the PU Code, Producer hereby declares the following for each Generator technology of the Generating Facility:

Requirements for "Distributed Energy Resource Generation" as such term is used in Section 353.1 of the PU Code

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Biomass	are met <input type="checkbox"/> are not met <input type="checkbox"/>	digester gas	are met <input type="checkbox"/> are not met <input type="checkbox"/>
solar thermal	are met <input type="checkbox"/> are not met <input type="checkbox"/>	municipal solid waste	are met <input type="checkbox"/> are not met <input type="checkbox"/>
Photovoltaic	are met <input type="checkbox"/> are not met <input type="checkbox"/>	landfill gas	are met <input type="checkbox"/> are not met <input type="checkbox"/>
Wind	are met <input type="checkbox"/> are not met <input type="checkbox"/>	Ocean wave	are met <input type="checkbox"/> are not met <input type="checkbox"/>
Geothermal	are met <input type="checkbox"/> are not met <input type="checkbox"/>	ocean thermal	are met <input type="checkbox"/> are not met <input type="checkbox"/>
Fuel cell	are met <input type="checkbox"/> are not met <input type="checkbox"/>	tidal current	are met <input type="checkbox"/> are not met <input type="checkbox"/>
small hydroelectric generation	are met <input type="checkbox"/> are not met <input type="checkbox"/>		

Biogas Digester (under NEMBIO):            are met     are not met   
Fuel Cell (under NEMFC):                    are met     are not met   
Other technology:                                are met     are not met

2.11    What applicable rate schedule, known as the “otherwise applicable schedule” will be selected for the net-energy-metering account(s):  
\_\_\_\_\_

3.        DOCUMENTS INCLUDED; DEFINED TERMS

3.1       This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

Appendix A-    Description of Generating Facility and Single-Line Diagram  
(Supplied by Producer)

Appendix B-    Web-site references to Rules 2 and 21 and other selected rules  
and tariffs of PG&E (Supplied by PG&E)

Appendix C-    A Copy of PG&E’s Agreement for Installation of Allocation of  
Special Facilities for Parallel Operation of Nonutility-Owned  
Generation and/or Electrical Standby Service (Form 79-280)

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(“Special Facility Agreement”), if applicable, (Formed by the Parties)

- Appendix D - Producer’s warranty that the Generating Facility meets the requirements for a “Cogeneration facility” pursuant to Section 218.5 of the PU Code (When applicable)
- Appendix E - Producer’s warranty that the Generating Facility meets the requirements for “Distributed Energy Resources Generation” as defined in Section 353.1 of the PU Code (When applicable)
- Appendix F - Listing of eligible service accounts, as defined in PG&E’s Schedule NEMBIO to be included in Net Energy Metering calculations (When applicable)
- Appendix G - Producer’s warranty that it meets the requirements for an “Eligible Biogas Digester Electrical Generating Facility,” (applicable Generator(s) only) as defined in Section 2827.9 of the PU Code (When applicable).
- Appendix H - Schedule NEM Customer-Generator Warranty That It Meets The Requirements For An Eligible Customer-Generator And Is An Eligible Renewable Electrical Generation Facility Pursuant To Section 2827 Of The California Public Utilities Code

3.2 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 PG&E’s Rule 21, Section H.

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 16, below. 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) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer’s Generating Facility is interconnected to PG&E’s Distribution System is closed or terminated, or
- (c) At 12:01 A.M. on the 61<sup>st</sup> day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer’s or PG&E’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. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

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- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the California Public Utilities Commission "Commission," or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Unless otherwise agreed to in writing by the Parties, Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms 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 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
- (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its reasonable opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
- (e) Producer makes a change to the physical configuration of the Generating Facility, as declared in Section 2 and Appendix A of this Agreement.

4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

**5. GENERATING FACILITY AND OPERATING REQUIREMENTS**

5.1 Except for that energy delivered to PG&E's Distribution System, electric energy produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). 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 California Public Utilities Code.

5.2 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.

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- 5.3 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Rule 21 and applicable NEM tariff schedules, and applicable safety and performance standards established by the National Electric Code, Institute of Electrical and Electronic Engineers, accredited testing laboratories such as Underwriters Laboratories, rules of the Commission regarding safety and reliability, and any other regulations and laws governing the Interconnection of the Generating Facility.
- 5.4 Producer shall: (a) maintain the 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, Section 5.3, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Producer's Generating Facility.
- 5.5 Producer shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided per the timelines established by the applicable PUC 2827 section, or by Rule 21. Such approval will be provided after PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application* (Form 79-974) including all supporting documents and payments as described in the Application; (2) any required NEM supplemental application forms; (3) a signed and completed *Generating Facility Interconnection Agreement (Eligible/Non-Eligible NEM Generating Facility Export) Agreement* (Form 79-1069); (4) a copy of the Producer's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility; and (5) submission of all applicable payments for reviews, studies, Interconnection Facilities, and Distribution System Modifications. Such approval will not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Producer shall notify PG&E at least five (5) business days prior to the initial testing.
- 5.6 In no event shall the delivery of the maximum electric power to PG&E's Distribution System exceed the amount or other limitations specified in Section 2 and Appendix A of this Agreement. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in this Agreement, PG&E may require Producer to disconnect its Generating Facility from PG&E's Distribution System until Producer demonstrates to PG&E's reasonable satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to PG&E. Further, should PG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting PG&E's ability to utilize its Distribution System in any manner, even if Producer's deliveries of electric power to PG&E's Distribution System are within the limitations specified in this Agreement, PG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to PG&E's Distribution System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect of electric power flowing from the Generating Facility to PG&E's Distribution System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and PG&E may initiate termination in accordance with the terms of Section 4.2(b).

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- 5.7 Producer shall not deliver reactive power to PG&E's Distribution System unless the Parties have agreed otherwise in writing.
- 5.8 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.9 If Producer declares that its Generating Facility meets the requirements for "Cogeneration" as such term is used in Section 218.5 of the PUC (or any successor definition of "Cogeneration") ("Cogeneration Requirements"), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix D of this Agreement.

**6. INTERCONNECTION FACILITIES**

- 6.1 Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E'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 If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.
- 6.4 The Interconnection Facilities may include Net Generation Output Metering for determination of standby charges and applicable non-bypassable charges, and/or other meters required for PG&E's administration and billing pursuant to PG&E's tariffs for net energy metering.

**7. LIMITATION OF LIABILITY**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

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8. INSURANCE

- 8.1 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; and
  - (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.
  - (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 PG&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."

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E 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 PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3 If Producer's Generating Facility employs solely of Renewable Electrical Generation Facilities the requirements of Section 8.1 shall be waived. However, to the extent that Producer has currently in force Commercial General Liability or Personal (Homeowner's) Liability insurance, Producer agrees that it will maintain such insurance in force for the duration of this Agreement in no less than amounts currently in effect. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operations. Such insurance shall provide for thirty (30) calendar days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

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- 8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
  - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7 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:

Pacific Gas and Electric Company  
Attention: Manager, Generation Interconnection Services  
PO Box 770000  
Mail Code N7L  
San Francisco, California 94177

9. NOTICES

- 9.1 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 address specified below:

If to PG&E: Pacific Gas and Electric Company  
Attention: Manager, Generation Interconnection Services  
P.O. Box 770000  
Mail Code N7L  
San Francisco, California 94177

If to Producer: Producer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_  
FAX: ( ) \_\_\_\_\_

- 9.2 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.
- 9.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of

**GENERATING FACILITY INTERCONNECTION AGREEMENT  
(MULTIPLE TARIFF)  
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this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

10.1 PG&E 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 PG&E's Distribution System.

10.2 Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

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

12. NON-WAIVER

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.

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13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 13.1 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 without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 13.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, 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 tariff schedules and rules.

16. 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

PACIFIC GAS AND ELECTRIC COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**GENERATING FACILITY INTERCONNECTION AGREEMENT**  
**(ELIGIBLE/NON-ELIGIBLE NEM GENERATING FACILITY EXPORT)**  
**PACIFIC GAS AND ELECTRIC COMPANY**

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APPENDIX A

DESCRIPTION OF GENERATING FACILITY  
AND SINGLE-LINE DIAGRAM,  
(Provided by Producer)

(Note: The Description of the Generating Facility should include, but not limited to, for each of the technology types of generation: spatial configuration, net and gross nameplate ratings, manufacturer, if the generators are certified under Rule 21, protection equipment, and intended mode of operation (i.e. non-export: export up to 2 seconds; inadvertent export: export between 2 seconds and 60 seconds; and continuous export: export greater than 60 seconds). Additionally points of interconnection with PG&E, as well as locations and type of protection equipment and disconnect switches should be identified.

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APPENDIX B  
RULES "2" AND "21"

(Note: PG&E's electric Rules "2" and "21" may be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction. PG&E's tariffs, including Rules "2" and "21" can be accessed via the PG&E website at [www.pge.com/tariffs](http://www.pge.com/tariffs). Upon request, PG&E can provide copies to Producer of Rules "2" and "21.")

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APPENDIX C  
(If Applicable)  
RULE 21 "SPECIAL FACILITIES" AGREEMENT  
(Formed between the Parties)

**APPENDIX D**  
**(When applicable)**

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "COGENERATION FACILITY" PURSUANT TO SECTION 218.5 OF THE CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for "Cogeneration" as such term is used in Section 218.5 of the PU Code ("Cogeneration Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, the Generating Facility shall continue to meet the Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Cogeneration Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the "Cogeneration Status Change").

PG&E shall revise its records and the administration of this Agreement to reflect the Cogeneration Status Change and provide Notice to Producer of the Cogeneration Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Cogeneration Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E shall invoice the Producer's electric service account through which the Generating Facility is Interconnected with PG&E's Distribution System for Competition Transition Charges ("CTCs") that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

**APPENDIX E  
(When applicable)**

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "DISTRIBUTED ENERGY RESOURCES GENERATION" FACILITY PURSUANT TO SECTION 353.1 OF THE CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the tariff charge exemption available under Section 353.3 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for "Distributed Energy Resources Generation" as such term is used in Section 353.1 of the PU Code ("DERG Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the DERG Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the DERG Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the DERG Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the DERG Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the DERG Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the DERG Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the "DERG Status Change").

PG&E shall revise its records and the administration of this Agreement to reflect the DERG Status Change and provide Notice to Producer of the DERG Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the DERG Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the DERG Requirements. PG&E shall invoice the Producer electric service account through which the Generating Facility is Interconnected with PG&E's Distribution System for any tariff charges that were not previously billed during the period between the effective date of the DERG Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the DERG Requirements and therefore was eligible for the exemption from tariff charges available under Section 353.3 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.



**APPENDIX G**

**(When applicable)**

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS  
AN ELIGIBLE BIOGAS ELECTRICAL GENERATING FACILITY  
PURSUANT TO SECTION 2827.9 OF THE CALIFORNIA PUBLIC UTILITIES CODE**

Producer has declared that the Generating Facility meets the requirements for an "Eligible Biogas Electrical Generating Facility", as defined in Section 2827.9 of the California Public Utilities Code. ("Eligibility Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the Eligibility Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the Eligibility Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Eligibility Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the "Eligibility Status Change").

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Producer of the Eligibility Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Producer for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM-BIO, Experimental Biogas Net Energy Metering.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

**Appendix H**

SCHEDULE NEM CUSTOMER-GENERATOR WARRANTY THAT  
IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER-  
GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL  
GENERATION FACILITY PURSUANT TO SECTION 2827 OF THE  
CALIFORNIA PUBLIC UTILITIES CODE

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a  
new NEM interconnection agreement for a Renewable Electrical Generation Facility is executed or  
whenever there is a change in ownership of the Generating Facility)

Circle Type of Renewable Electrical Generation Facility:

Biomass	geothermal	municipal solid waste
solar thermal	Fuel cell	landfill gas
small hydroelectric generation	Ocean wave	digester gas
ocean thermal	tidal current	

NEM Customer-Generator ("Customer") declares that

- (1) it meets the requirements to be an "Eligible Customer-Generator" and its Generating Facility
- (2) (a) meets the requirements of a "Renewable Electrical Generation Facility", as defined in Section 2827(b)(5) of the California Public Utilities Code and  
(b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook <sup>1</sup>. ("Eligibility Requirements").

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.

If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electrical Generation Facility:

Eligible Customer-Generator warrants that the Renewable Electrical Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall

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<sup>1</sup> The RPS Guidebooks can be found at:

<http://www.energy.ca.gov/renewables/documents/index.html#rps>

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continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its reasonable discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence, that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 20 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements – PG&E will provide a minimum of 10 business days notice to the Eligible Customer-Generator should PG&E decide an inspection is required. If PG&E determines in its reasonable judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the "Eligibility Status Change").

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM Net Energy Metering Service for Eligible Customer-Generators.

Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Customer-Generator's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Customer-Generator Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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Sheet 27

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79-978	Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities 1,000 Kilowatts or less, other than Residential or Small Commercial Facilities of 10 kW or Less.....	22695-E
79-994	Interconnection Application for Net Energy Metering (E-NET) for Residential or Small Commercial Customers with Solar or Wind Generating Facilities of 10 Kilowatts or Less.....	25580-E
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**PG&E Gas and Electric  
Advice Filing List  
General Order 96-B, Section IV**

AT&T	Department of Water Resources	North America Power Partners
Alcantar & Kahl LLP	Dept of General Services	North Coast SolarResources
Ameresco	Douglass & Liddell	Northern California Power Association
Anderson & Poole	Downey & Brand	Occidental Energy Marketing, Inc.
BART	Duke Energy	OnGrid Solar
Barkovich & Yap, Inc.	Economic Sciences Corporation	Praxair
Bartle Wells Associates	Ellison Schneider & Harris LLP	R. W. Beck & Associates
Bloomberg	Foster Farms	RCS, Inc.
Bloomberg New Energy Finance	G. A. Krause & Assoc.	Recurrent Energy
Boston Properties	GLJ Publications	SCD Energy Solutions
Braun Blaising McLaughlin, P.C.	GenOn Energy, Inc.	SCE
Brookfield Renewable Power	Goodin, MacBride, Squeri, Schlotz & Ritchie	SMUD
CA Bldg Industry Association	Green Power Institute	SPURR
CLECA Law Office	Hanna & Morton	San Francisco Public Utilities Commission
CSC Energy Services	Hitachi	Seattle City Light
California Cotton Ginners & Growers Assn	In House Energy	Sempra Utilities
California Energy Commission	International Power Technology	Sierra Pacific Power Company
California League of Food Processors	Intestate Gas Services, Inc.	Silicon Valley Power
California Public Utilities Commission	Lawrence Berkeley National Lab	Silo Energy LLC
Calpine	Los Angeles Dept of Water & Power	Southern California Edison Company
Cardinal Cogen	Luce, Forward, Hamilton & Scripps LLP	Spark Energy, L.P.
Casner, Steve	MAC Lighting Consulting	Sun Light & Power
Center for Biological Diversity	MBMC, Inc.	Sunshine Design
Chris, King	MRW & Associates	Sutherland, Asbill & Brennan
City of Palo Alto	Manatt Phelps Phillips	Tabors Caramanis & Associates
City of Palo Alto Utilities	McKenzie & Associates	Tecogen, Inc.
City of San Jose	Merced Irrigation District	Tiger Natural Gas, Inc.
City of Santa Rosa	Modesto Irrigation District	TransCanada
Clean Energy Fuels	Morgan Stanley	Turlock Irrigation District
Coast Economic Consulting	Morrison & Foerster	United Cogen
Commercial Energy	Morrison & Foerster LLP	Utility Cost Management
Consumer Federation of California	NLine Energy, Inc.	Utility Specialists
Crossborder Energy	NRG West	Verizon
Davis Wright Tremaine LLP	NaturEner	Wellhead Electric Company
Day Carter Murphy	Navigant Consulting	Western Manufactured Housing Communities Association (WMA)
Defense Energy Support Center	Norris & Wong Associates	eMeter Corporation